

What do Partnership Brokers actually broker?

From Interest-Based Negotiations to collaborative Vision-based Negotiations

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Abstract

Partnership Brokers play an increasingly important role in supporting cross sector partnerships (CSPs) for sustainable development. By 2015, there operate around 300 accredited partnership brokers in the world. They perform various functions throughout the entire partnering cycle, but are especially active in the start-up phase of the partnership. The actual way these brokers enact these supportive functions has only received limited systematic scientific attention. In particular the question around how partnership brokers operate - what skills and techniques they use – has been particularly poorly addressed in extant research. In an accompanying paper we discussed the various scoping roles undertaken by CSP brokers in considerable detail. In the scoping phase brokers perform an important function in bridging different characteristics of (potential) participants. Inherent to the cross sector nature of partnerships, one of the most important distinguishing characteristics of participants is that they have different interests. But what interests do brokers actually broker and how do they do this? This paper considers the various tensions partnerships have to overcome and singles out one particular technique that is proposed for CSPs, so called “Interest-Based Negotiation (IB-N)”. IB-N is also introduced to compensate for some of the weaknesses of the present practice of scoping exercises. Based on process theory and interviews with leading practitioners, the value of Interest-Based Negotiations as an effective tool for addressing the wicked problem for which cross sector partnerships are intended, proves ambiguous. We argue that effective CSPs brokers should try to move from being (primarily) process oriented intermediaries to (more) content-oriented intermediaries. In practice this implies that brokers might move from interest-based negotiations (IB-N) into what we will call collaborative Vision-Based Negotiation (cVB-N). This paper defines the first contours of such an approach.

Key-words: Brokers, interest-based negotiations, cross sector partnerships (CSPs)

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1. The logic of cross Sector Partnership Brokers: addressing wicked problems

For many centuries, brokers and brokerage firms have functioned as acknowledged intermediaries in buying and selling transactions within the same sector or supply chain. In conflict resolution brokers functioned as intermediaries. In cross-sector partnerships (CSPs) they present a relatively recent phenomenon. Nevertheless they are generally considered of great importance for successful partnerships by practitioners and academics alike (Manning & Roessler, 2013; Stadtler & Probst, 2012; Wood & Gray, 1991). So there is a clear need for well trained brokers. The Partnership Brokers Association (PBA) dates the first training of ‘partnership intermediaries’ to 1996 (Partnershipbrokers.org, 2013). These efforts also herald the increased professionalization and recognition of the broker function by international governmental organizations such as the World Bank or the UN in “catalyzing the formation of cross-sector partnerships” (Googins & Rochlin, 2000: 132). Since 2003, the Partnership Brokers Association (PBA) or one of its predecessors has accredited the official title of partnership broker more than 800 times (Pyres, 2013).

Despite the increasing importance of partnership brokers, a systematic search on publications on CSP brokers resulted in relatively few academic papers on the topic, combined with only slightly more practitioner’s oriented publications (Kahlen and Van Tulder, 2014). The majority of academic publications does recognize the potential of brokers (Bryson, Crosby & Stone, 2006; Googins & Rochlin, 2000), e.g. “as a key factor facilitating collective action” (Selsky & Parker, 2005: 856) or as ‘change agents’ (Waddock, 2010). Following the early considerations of Gray and Wood, authors also emphasize their importance as conveners of partnerships (Sharma & Kearins, 2011), of intergovernmental collaboration (Lackey et al., 2002), of networks (Brass et al., 2004) or as mediators in conflicts (e.g. Bardach, 1998). Complementary insights about the actual practice of CSP brokers can be found in publications by partnering or brokering initiatives themselves and their research centers. Hardly any of these publications is based on validated research, largely anecdotal, although often containing compendia of research in adjoining areas that can indeed be considered ‘established’. There exists also a considerable degree of auto-quotation in which guides refer to the same source (sometimes without mentioning). The most renowned of these sources is the Tool Book (2003) and Brokering Guidebook by Tennyson (2005). Most consecutive publications by the Partnership Brokers Association build further on the approaches and concepts from The Brokering Guidebook, and explain further ‘what partnership brokers do’ (Wood, 2012), their profile (Tennyson, 2011), or give examples on how the concepts helped in practice (Pyres, 2013 and Tennyson, 2013).

The present state-of-knowledge on CSP brokers presents an interesting clash between fragmented practical insights, established training practices and modest scientific research. This makes a systematic discussion on enhancing the function of CSP brokers particularly challenging. Brokers moreover present a moving target. They can be engaged in a large number of activities for many different stakeholders under very diverse circumstances. In a separate paper (Kahlen and Van Tulder, 2014) we have taken stock of the present academic and practitioner’s literature on CSP brokers. We concluded that there exists a spaghetti bowl of techniques, insights and visions on what CSP brokering could entail. There exist also a very limited number of validated ideas of which techniques actually work best, who should do it under what circumstances, for which problem and in which phase of the partnering cycle. Most insights that guide the actual practice of brokers are prescriptive and practitioner oriented while rarely based on systematic scientific research. There is nevertheless some basic understanding of the who, why and when dimension of CSP brokers – although arguably considerable research still has to be done here. They are considered ‘boundary-spanning leaders with credibility’ (Bryson et al, 2006: 46), ‘social agents’ (Serafin, 2006) or ‘change

makers who span cross-sector boundaries' (Waddock, 2010; Tennyson, 2011). It is acknowledged that developing agencies are becoming more like brokers (Gombra, 2013), that brokers can be more than one person at a time, can come within or outside of the organization (Tennyson, 2005), can come from any sector (Wood, 2012), while taking different positions (Gould&Fernandez, 1989) inside and outside organisations. Partnership brokers are increasingly important because the problems that partnerships have to address, belong more and more to the so called 'wicked problems', i.e. problems that are not only difficult address because of different interests with stakeholders, but also because of difficulties in defining the problem (****). Wicked problems appear also because solutions cannot be found in any of the traditional sectors (civil society, state, market) and thus require engagement of actors from multiple sectors resulting in the demand for cross sector partnerships (Austin, Seitanidi, 2012; Selsky& Parker, 2006; ***). So, one particularly relevant dimension of the effectiveness of partnership brokers is to check whether they actually have impact on addressing these wicked problems. Making this question practical requires a clear understanding of what brokers actually do and how they are trained (Kahlen and Van Tulder, 2014). Finally, we know that CSP brokers have operated in particular in the start-up phase of partnerships (Wood, 2012). In this phase they use a number of techniques that they have acquired through training, next to their own experience (and perhaps theoretical knowledge).

The question on how brokers can improve their operations, should therefore foremost be linked to how brokers operate and what they actually broker. This question is much less covered by practical as well as academic research. Practitioners engage in prescription, how to do it approaches, often based on case studies and story-telling. Fragmented evidence exist on the roles of brokers (Stadtler & Probst, 2012), on the way they create trust, discover shared interests and expectations (McEvily & Zaheer, 2004), use social capital and bridge structural holes through "weak ties" (von Schnurbein, 2010). The techniques and skills used in order to do so are so far merely presented in descriptive publications by practitioners and experts and not really tested in empirical research, nor described on the basis of what brokers actually do when they broker. The most critical skills as they are related to the actual functioning of partnership brokers are located in the earlier phases of the partnership. In these phases also the majority of mistakes in proper partnership formation appear (Frost&Sullivan, 2013). Scoping and resource/capability mapping are applied to assess whether partnering is a viable and attractive possibility, in comparison to classical 'going-it-alone' solutions or other forms of collaboration. This technique was discussed in a separate paper (Kahlen and Van Tulder, 2014). It relates primarily to the question 'how' partnership brokers broker, but it largely leaves open the question what they actually broker. It is generally acknowledged, that cross sector solutions build upon the complementary strengths of each sector, compensate for mutual weaknesses, share risks and/or define areas for shared interest articulation. All partnerships require an exchange and/or accumulation of a large number of divergent characteristics of organizations: (1) ideas, (2) visions, (3) capabilities and competencies, (4) commitment, (5) risks, (6) values, (7) responsibilities, (9) networks of weak and strong ties, (10) power relations, (11) mindsets, (12) individuals, (13) organizational cultures (Selsky & Parker, 2005; Lackey et al., 2002; Bryson et al., 2006; Austin & Seitanidi, 2013; Seitanidi & Crane, 2014, Kahlen & Van Tulder, 2014). What brokers have to broker, therefore, includes a large variety of dimensions all needed (in various combinations) for the successful formation of partnerships. Ultimately, the most important of these dimensions can arguably be considered the brokering of interests (Van Tulder & Pfisterer, 2014; Tennyson, 2003; Purdy, 2012). Different interests related to different value propositions are a key characteristic of the three distinct sectors that are supposed to collaborate in cross-sector partnerships: (1) the

public sector produces public goods and values and therefore represents the non-excludable and non-rival public interests, (2) the market sector produces private goods and values, representing excludable and rival private interests, whereas (3) the civil or social sector produces social(or club) goods and values, representing (partially) excludable and non-rival social interests (Van Tulder & Pfisterer, 2014). The partnership then becomes a means to bridge the institutional divide between sectors ((Rivera-Santos et al., 2012), by the creation of new interdependencies and an institutional space (Bierman et al., 2007: 288). At the same time, this implies that the partnering space also represents a contested political arena (Mert & Chan, 2012; Utting, 2012), a bargaining arena in which conflict and power struggles are exercised (Gray, 2007; Ellersiek, 2011) in which it is conceivable that one sector uses the partnership to exercise power and influence over other domains (Buse&Harmer, 20054) or as an action primarily for self-interest (Selsky & Parker, 2010).

There is evidence that existing power asymmetries in the partnering space are replicated in the partnership. In particular multi-stakeholder processes representing parties from all three sectors, are characterized by asymmetries in power (Elbers & Dewulf, 2012). Partnerships between unequal partners (i.e. with a skewed dependency relationship) run the risk of replicating vested interests rather than lead to significant changes. Mert and Chan - studying UNCSO partnerships - conclude that "partnerships potentially reassert existing power imbalances by only involving actors that are already seen as significant" (Mert & Chan, 2012: 27). This has been reiterated by Bäckstrand (2006) who studied the partnerships formed after the 2002 Johannesburg conference, and concluded that they reinforced rather than transformed current power imbalances.

Partnerships are often struck for moral and societal reasons, so the power issue is often defined away (by assuming that a partnership is based on common goals, equal power and voluntary commitment), ignored or considered not supportive for democratic decision making. Related to this problem is the prevalent idea that a partnership should be voluntary. This premise obscures the power dynamics of partnerships. A grounded theory study argues that (successful) partnerships can be divided into two groups: those where the partnership model were imposed by an initiator from either societal sphere (so called 'constrained choice' alliances) and those where the partners were involved in the development and design of the partnership model and the choice of partners (so called 'voluntary' alliance) (Baxter, 2012). The "degree of voluntariness" of the partnership therefore, defines also the nature of the interaction and the resulting dependencies, but not necessarily its success. Not including powerful actors in the partnership creates other problems. There is evidence that the involvement of powerful actors is necessary (but not sufficient) for the success of a partnership (Pattberg et al, 2012). Besides, the power base of organisations can diverge. Civil society organizations can also tap into other sources of power such as the power to frame the debate or to act as a voice for less powerful partners (Gray, 2006: 42). This advocacy role can also negatively affect the partnership if inappropriately timed.

Power inequalities in partnerships are almost unavoidable (Purdy, 2012), extremely difficult to change through partnerships, but, if weakly addressed, can seriously hamper their effectiveness (Visseren-Hamakers et al., 2007: 165; Bryson et al, 2006; Huxham, 2000). Not addressing the power and interest problem also leads to an increased risk for free-rider problems to appear (Gunningham, 2006). Power imbalances appear in particular in the negotiations between businesses and CSOs, between northern- and southern partners and between donors and local partners. Relatively speaking, NGOs and local communities in developing countries are deprived of huge financial resources or access to sufficient knowledge; as a result they can become too dependent on the partnership and consequently become a reactive partner, which in the end might affect the resilience of the partnership (and its contribution to common problems). Governments can compensate for asymmetry of

information and/or empower CSOs and civil society, in order to make partnership negotiations take place on more equal footing (Gunningham, 2006:132). This requires a government that is able to use its position as the provider of public goods in an effective way. Governance highlights in particular the risks involved in partnering, but also suggests possible ways of structuring collaboration for dealing with power inequalities (Buse & Harmer 2004). So, many observant conclude that power and power sharing arrangements go to “the heart of what is contentious about PPPs” (Buse & Harmer, 2004:49). Even the search for complementary resources and organisational compatibility – as a condition for co-creation of value - will probably be based on self-interest (Austin& Seitanidi, 2012).

Change driven or dominated by the interest of one sector (either state-driven, market-driven or civic-driven change) is not likely to create sufficient preconditions for a sustainable resolution of a wicked problem and is therefore prone to a number of serious ‘failures’ related to each sector, which in turn lowers the legitimacy of these sector. When brought together in a partnering initiatives, especially these fundamental institutional differences and interests are a root cause of conflicting goals (Stadtler & Probst, 2012) and mutual distrust (Gombra, 2013). So they can conflict, but they also can converge or complement each other. But how can they actually be combined and made to cooperate? Interest exchange and shared interests are considered a more necessary (but not sufficient) condition for effective partnerships than trust or values. Shared interests create the precondition for trust-building, though, and for shared value creation. So called ‘interest-based negotiation’ is therefore one of the most obvious techniques applied for by brokers in the scoping phase and trained in partnership broker courses. It is also used to compensate for some of the weaknesses of the scoping phase (ibid). IBN is adapted from juridical practice and international relations. It aims to find solutions, which satisfy all parties involved in the negotiation of a problem (Katz & Patarini, 2008). As such it can be understood as a technique to help find solutions to aligned problems, and thus addresses the key basis of a partnership. Besides IBN’s utility in conflict situations in a partnering process, it can also help to uncover the driving interests of (potential) partners at the early stages. Accordingly, it is claimed that IBN can be utilized throughout almost the entire partnering cycle (as some form of negotiation always happens), and it is supposed to establish trust, new communication channels and joint-problem solving approaches (Warner, 2003).

This paper consequently focuses on the way IBN techniques are applied in practice. The fundamental question is whether IBN is an appropriate technique for addressing wicked problems in the first place and consecutively for solving these problems through cross sector partnerships. Most of the techniques introduced in partnership brokering training have been applied under other circumstances and validated for other roles. Now they are introduced in the CSP brokering practice for sustainable development purposes. The question therefore becomes relevant how they are used and to what extent they actually help in addressing some of the challenges of partnerships. This paper first defines the different roles CSP brokers can undertake (section 2). Next the method of the research after the actual practice of brokers will be explained (section 3). Then the actual practice of interest-based negotiation will be discussed: the general principles (section 4), how they are trained in courses and the extent to which they are practiced by CPS brokers (section 5). This will lead in section 6 to discussion of the advantages and disadvantages of the present use of IBN by brokers. Integrating the information derived from the interviews in this section will help define the practical challenges of brokering in these two areas and identify where improvements in the CS brokering function can be achieved. The conclusion (section 7) elaborates the idea of collaborative vision-based negotiations as the next stage in brokering.

2. Delineating CSP brokering roles

The terminology surrounding CS partnership brokers is not without ambiguity. Many other names are still widely used in practice (PBA, 2011), which in turn hints at the ambiguous position of these intermediaries. So what does the term ‘broker’ actually imply? Apparent synonyms include mediator (Ansell & Gash, 2008; Wood, 2012; van Tulder & Pfisterer, 2013), negotiator (e.g. Meyer, 2011), facilitator (Stadtler & Probst, 2012; Fife & Hosman, 2007; Wood, 2012), process manager, partnership intermediaries (PBA, 2011), change leader (PBA, 2011; Tennyson, 2005), co-coordinator (Wood, 2012) and more. In the end, most of these can be regarded as role descriptions the broker might hold. In practice they can lead to confusion as well as to conflicts when not addressed appropriately.

The terms ‘mediator’ and ‘negotiator’ are especially of interest, as they include a description of the involvement of the brokers in the partnership and also hint in particular at the bargaining process of the partnership formation. In the juridical practice, both, the mediator and the negotiator, are forms of alternative dispute resolution (Stanford Negotiation and Mediation Program, 2013). It is acknowledged that while actors of potential CSPs do not come together under conflict, their divergent cultures and institutional practices can likely raise conflicts in the partnering process (Gombra, 2013). Bercovitch and Jackson (2001) differentiate between negotiation and mediation also in the constellation of actors: a bilateral mode for negotiations and a third-party mode for mediations. The potential role for an external broker only exists in the use of mediation as the conflict resolution tool. From this stance mediation can be seen “as a form of assisted negotiation” (ibid, 2001:61), which extends the possibilities for agreement through the mediators resources and new communication channels. The situations in which these additional resources, and therefore mediation, become particularly useful are in “disputes characterized by high complexity, high intensity, long duration, unequal and fractionated parties, and where the willingness of the parties to settle peacefully is in doubt” (ibid, 2001:59). Apart from the last characteristic, these elements often constitute CSPs (Tennyson, 2005; van Tulder & da Rosa, 2011), which again point to the important mediation role of brokers. Negotiations on the other hand are more useful in less complex and intense settings (ibid, 2001), which suggests that brokers should seldom become a negotiator. As Warner suggests, they can train the partnering sides in ‘consensual negotiation’, so that negotiations between both parties are transformed from a potential point of conflict into one of building trust and achieving mutual benefits (2003). This example shows how brokers need be experts in the field of negotiation, but that the role of a negotiator is narrower than the one of the broker. Overall, a broker should include the role of the mediator and can coach successful negotiation techniques to the partners, but should also entail more roles than just these.

Stadtler & Probst (2012) differentiate between a broker, a mediator and a negotiator, in order to identify the various roles a broker can fulfill. They see one role of the broker being a mediator (for interests, conflicts, but also to motivate in difficult episodes), next to the roles of a convener and a learning catalyst (2012). In these two roles, and especially the one as a convener, the difference between a broker and a pure mediator becomes apparent. The initiation of the partnership idea as well as the identification and in particular the connection of the potential partners is a role inherited by brokers (Stadtler & Probst, 2012; Mardsen, 1982), but which cannot be associated to a mediator. Mediators and Negotiators interact in between parties who already were in contact. Brokers however can establish that connection in the beginning. A third role of brokers is that of a ‘learning catalyst’ (Stadtler&Probst, 2012). Under this role, brokers provide expertise on the one hand surrounding the issue on which the partnership focuses its joint efforts, and on the other hand about challenges and fitting best-practice solutions along the partnering process. The inclusion of the term ‘catalyst’ in this role

emphasizes the notion that it accelerates the learning curve of partnerships through which it provides for a higher efficiency and effectiveness of the partnership, and not necessarily through the provision of otherwise unattainable knowledge. The role of a learning catalyst includes the role of a coach (Tennyson, 2005; Wood, 2012). Such allocation of the various roles discussed in the literature to the model of Stadtler and Probst can be done for most of the leading attributions. A (process) facilitator (Wood, 2012:26) can also be included in the role of a learning catalyst, while a ‘change agent’ (PBA, 2011) matches the ‘motivator for adaptations’ description of the mediator role of Stadtler & Probst, 2012). Wood also recognizes the important function of an ‘intermediary to donor agencies’ (2012) which is a part of the convener role, just as the ‘pioneer’, who initiates partnerships (Tennyson, 2005). Overall, it can be concluded that brokers for cross-sector social partnerships fulfill three main roles: as a convener, mediator and as a learning catalyst (Stadtler & Probst, 2012). Mixing up these roles for instance with regard to the technique of Interest-Based Negotiations in the scoping phase can create problems as this paper will further explore. One risk of the use of IBN presents for instance the misalignment of a role (negotiator) and techniques (IBN) for a complex problems (CSP) that requires much more learning and convener skills related to a broker rather than a negotiator. We can expect that in the latter case either IBN techniques are not used, are used differently or lead to unsophisticated results in the partnership formation. In the previous article (Kahlen and Van Tulder, 2014) we pointed at the risk of biased partnerships and simplistic problem definitions. This danger can be exacerbated by the use of IB-negotiations. This paper will explore this question further.

3. Method: sample selection

Due to the relative pristine terrain of academic coverage on partnership brokers, we chose for a qualitative, explorative and inductive approach (Blumberg et al, 2008; Strauss & Cobin, 2008). We adopted a Delphi method in which a limited number of representative interviews with key brokering and CSP experts in sustainable development around the world were conducted. We conducted semi-structured interviews focused on the perception of CSP brokers and the skill and techniques utilized by them. The selection of interview partners was based on a list of practicing brokers, which was compiled through brokers identified by other research and publications (e.g. Stadtler & Probst, 2012; Gombra, 2013; Wood, 2012), as well as own internet research. The list (Table 1) comprises all different kind of brokers (Accredited Partnership Broker (Firms), Accredited broker trainers (from Partnering initiatives), International Organizations, Local NGOs, National Development Agencies), representing different sectors like education, economic development and health care. In order to keep the sample as representative as possible for development partnerships, all identified brokers were contacted (via email), and interviews conducted with some respondents. In the process of the research, follow-up emails were sent out to non-responsive groups, again to establish an as representative sample as possible. From most organizations information was collected on their brokering roles and related activities, which helped in a thick description of the actual selection of activities undertaken by their brokers. The final selection of interviewees depended on the responsiveness of the approached organizations, so the aim was to cover a broad range of brokers and affiliated experts, in order to gain extensive insights into current practices and potential aspects for improvement. The final group of interview partners contains sufficient variation in institutional and organizational background to legitimize a qualitative approach. In the end, 37 organizations were contacted, of whom 25 responded to the first inquiry. The final number of experts interviewed was 12, as the remaining 13 could not or did not want to be interviewed. The organization of the interviewee is indicated by an

asterisk in Table 1.² The resulting sample consists largely of brokers related to national and international development organizations, which was the intention of the procedure in the first place. Corporate brokers dropped out of the selection, because many of them primarily function as internal brokers. Since the start of the 21st century, the plea for cross-sector partnering and outside brokers has indeed been the strongest in the development area, explaining also for the great need for international brokers (Van Tulder, 2010). The narratives of these selected brokers will be used in neutral form throughout the text as illustration of the found mechanisms.

Table 1 approximately here

This study applies process theory in covering entities that participate in the events (Burton-Jones et al, 2011). The interviews were conducted, first, to identifying the most important techniques and skills acquired in brokering trainings and used by CSP brokers in practice. These techniques were ranked according to the importance of the challenges they are supposed to help in solving partnering problems. The experience of the interviewees in the most important techniques offered by training – one being Interest-Based Negotiations - were then linked to their actual application in brokering practice.

4. Interest-based Negotiations: advancement from position based negotiations

Interest-based negotiation (IBN) represents an intermediation strategy that tries to achieve outcomes that are satisfactory for both negotiating parties, by revealing their underlying interests and thereby finding novel solutions (e.g. Fisher, Ury & Patton, 1981; Katz & Pattarini, 2008). IBN is also sometimes referred to as ‘consensus negotiation’ (Warner, 2003). IBN is a method for helping two sides to reach agreement by trying to find ways in which both sides can get what they want” (Cambridge dictionary, 2013). IBN was first developed by Fisher and Ury in an attempt to solve the problematic deadlock positions on general negotiation settings (Fisher, Ury & Patton, 1981). Traditionally, these stalemate situations arise when focusing on ones’ developed position according to his or her goals for the negotiation, which is also known as positional bargaining (Fisher, Ury & Patton, 1981) or *position-based negotiating* (PBN) (Katz & Pattarini, 2008). The outcome of such PBN can only be the realization of one of the parties’ position, which therefore creates the problem that if the position of one side (the winner) is adopted, while the other side ‘loses’. The outcome of traditional PBN generally entails a win-lose situation for participants. IBN aims to create more satisfactory situations by refocusing on the interests of the parties. Trade-offs and compromises can be considered as well. IBN is supposed to build a collaborative spirit and trust amongst the negotiating parties, on which basis more creative solutions can be explored (Katz & Pattarini, 2008). The larger number of potential solutions should then also include options, which better accommodate both sides’ interests (compared to PBN), which explains the added value of IBN (Katz & Pattarini, 2008; Rahwan, Pasquier, Sonenberg & Dignum, 2009).

To reach such a solution with IBN, a five-step process was suggested by Fisher and Ury already in 1981 (‘getting to yes’) and validated in the Harvard negotiation project throughout many decades of practical research³. Most of these steps still count: 1. Separate people from

² At least two of the interview partners requested to be kept anonymous, which is why the results of the interviews are integrated in the text with reference to the source of information, but without specifics.

³ After the groundbreaking work in 1981, Ury has published a number of addenda to the basic premises of the original work. They do not really change the logic, but nevertheless put emphasis on other elements in the

the problem; 2. Focus on interests, not positions; 3. Generate options for mutual gain; 4. Insist on objective criteria; 5. evaluate the best alternative to the negotiated agreement (BATNA). Katz & Pattarini (2008) add a sixth step, in which an action plan is agreed upon. While the first step in the framework ensures a more objective approach to tackle the challenge identified by the partnership, step two makes way for the discovery of underlying interests and thus also of fitting novel solutions (Fisher, Ury & Patton, 1981). This can mainly be done by questioning for motivations, interests and the aimed-for later usage of the matter that is being negotiated (Katz & Pattarini, 2008).

Overall, the logic and applicability of IBN was showcased by many case studies (e.g. McKearsie, Eaton, Kochan, 2003; Senger, 2002; Mcneil & Bray, 2013) and was also proven formally (Rahwan, Pasquier, Sonenberg & Dignum, 2009) as well as in an empirical simulations (Pasquier, Hollands, Rahwan, Dignum & Sonenberg, 2011) under restricted conditions. Another key advantage of IBN is that its collaborative approach also creates trust and establishes better relationships between the parties, which should make future negotiations easier and promising. Thus, IBN provides “solutions that significantly increase satisfaction in terms of substantive, psychological and procedural outcomes” (p.91, Katz & Pattarini, 2008). So it seems obvious to apply IBN in brokering training and practice. But IBN also has drawbacks and require specific circumstances that might hamper its use in actual brokering practice. This section further elaborates the arguments in favour and against IBN, how they can be used with CSP processes and how they are actually used by brokers (on the basis of the interviews).

4.1 framing decision making and negotiations

The formation phase of a partnering initiative can be considered as a negotiation process, so game and decision-making theory – in particular the approach that looks at decision making ‘under uncertainty – provide important reference frames for the actual role brokers can take. The kind of decision making and interest articulation thereby relates to the nature and complexity of the problem and the kind of tension it creates for participants with different interests (De Wit, Meyer, 2012). Consequently, decision making processes can be aimed at different outcomes. They can be considered as: (1) puzzles (in search of an optimum), (2) dilemma’s (choice between two either-or solutions), (3) trade-offs (striking a balance between two options), (4) paradoxes (positive sum reconciliations). Table 2 provides a short summary of the basic characteristics of each of these approaches.

Table 2 approximately here

Many scientific disciplines show an inclination towards one of these approaches. Economics and political sciences tend to look at these tensions primarily as trade-offs (searching for efficiency), psychologist ethicists and lawyers try to define dilemmas (searching for fairness), natural scientist and biologists are interested in a search for an optimum (solving the puzzle). Brokers are confronted with all four types of attitudes of participants that can define a problem as a dilemma, a trade-off, a puzzle or a paradox. When brokers are asked to broker for a conflict in which both parties have conflicting visions and/or interests, the more logical role would be that of a negotiator. Position-based negotiation prevails in this situation. In case

dynamic of the actual negotiations (i.e. negotiating agreements without giving in). Ury furthered his ideas in two consecutive volumes: „getting past no’ (Ury, 1991) and ‘the power of a positive no’ (Ury, 2007) Both approaches zoom in on negotiation processes with more uncooperative, intransigent opponents. The latter position is as relevant for CSPs as the more cooperative situation and partnerships on the basis of ‘coalitions of the willing’ (Kahlen and Van Tulder, 2014)

there is a trade-off possible between the parties – and the nature of the problem allows for such an approach – the most logical role would be that of a mediator. A facilitator role would be more logical in case the end goals are known, which is especially true for more technical problems. So one of the most important questions for practicing brokers to think of is whether their actual role fits to the problem and the interests of the parties. In case the interest diverge and the parties are not able or willing to search for common grounds, the role of a broker will probably be limited. The broker role will become greater in case there is more common ground. Interest-based negotiations as a means of decision making and choice framing seems to fit particularly well into a setting in which the solution of the problem can be considered a trade-off between parties or a puzzle in which one searches for an optimal solution, that can often be a compromise between different parties. In the latter case, it can suffice that the intermediary takes up a facilitating role, structuring discussion and mutual interest accumulation. The latter is for instance the case with public-private partnerships to build infrastructure projects, which are often related to technical challenges in which the solution of a problem can lie in finding the best available technology (or adapt it). Wicked problems, however, in general have the characteristic of a paradox: there are many sides to the problem and novel and innovative solutions have to be found. The problem analysis becomes more important (so the limitations to the scoping phase can have serious consequences for the effectiveness of the partnership; Kahlen & Van Tulder, 2014). Dealing with paradoxes thus seems to be the most appropriate role of partnership brokers. Paradoxes also involve interest mediation and articulation. To what extent can the often chosen technique of interest-based negotiation hold for this type of negotiations?

4.2 Advantages and disadvantages of IBN

IBN is a technique that plays an important role in PBS brokering training – and other conflict/mediation courses. Where this technique fits into the four idealtypes decision-making/negotiation structures depends on the advantages and disadvantages of its actual implementation in theory and in practice. The literature on IBN provides arguments in favor and against the use of IBN. This section considers which of these arguments is particularly relevant for CSP brokers (Table 3). Arguments relate to the envisaged outcomes of the technique, the efforts required for a realistic implementation. Another dimension relates to the perception, the subjective understanding of IBN and its use by CSP brokers

Table 3 approximately here

In the literature on IBN, the added novel solutions discovered through IBN are recognized as the largest directly recognizable, practical effects of IBN (Fisher & Ury, 1981; Katz, Pattarine, 2008; Rahwan et al, 2009). Furthermore IBN builds trust and relationships (Katz & Pattarini, 2008). IBN processes can uncover future potential pitfalls in a collaboration when the negotiation itself does not lead to a value creating solution options (Rahwan et al, 2009). IBN has the potential to create value instead of claiming it (Fisher, Ury & Patton, 1981; Katz & Pattarini, 2008). Case studies (McKearsie et al, 2003; Senger, 2002; McNeil & Bray, 2013) show that IBN makes it possible to negotiate more efficient decision-making processes, and facilitate more realistic implementation trajectories of the partnership, which in the end can reduce cost and time, especially over the longer run (Pasquier et al, 2010; Huseynov, 2010; Goldman, 2004). The beneficial role played is particularly that of neutral mediator (McNeil & Bray, 2013). One of the problems addressed in the game theoretical literature with relevance for partnering processes (or collaborative games) is that IBN negotiation processes deal with trade-offs, that can have zero sum outcomes at best (Van Tulder, 2013; De Wit and Meyer, 2006). IBN presents a trade-off along compatible interests, rather than a true collaboration

along aligned interests.

IBN also involves substantial transaction costs. The effort to achieve a functioning IBN remains quite high, due to the necessary establishment of common ground in terms of goals and interests (with preceding brainstorming sessions for creative solution). In CSPs this forms an essential step. The ‘buy-in’ of all participating parties (and all of their representatives) is a necessary condition for a successful implementation of IBN (Ventello, 2012). However, “the reframing strategy tends to reduce the cost of the plans and improves the benefit made during the deal” (Pasquir et al, 2010:285). But especially when both parties are used to the process, more efficient negotiation can be realized (Goldberg, 2004). IBN in established partnerships takes shorter, but can be strongly influenced by group think and decrease the possibility of innovative solutions (Kemp and Van Tulder, 2014). Contrary to the relationship and trust building benefits of IBN, Ventello also points out that it can be perceived as “over-indulgent, hand-holding nonsense” (Ventello, 2012:44), which then naturally prohibits the necessary belief in IBN’s viability and hence its functionality. Furthermore, Ventello (2012) shows how IBN alternately worked and did not work in the same negotiation, with only somewhat changing conditions.⁴ IBN is therefore not suitable for every negotiation situation (Senger, 2012). Consequently there exist positive as well as negative case studies on IBN. If there is sufficient time, however, it is generally argued that IBN can contribute to more effective decision-making processes (Shapiro, 2012; PON Fall, 2013).

There are several circumstances that can complicate the effective implementation of IBN. First, most people, let alone the organizations they represent, do not really know their own underlying interests (Reynolds, 2012). Secondly, it is easier to know, act and agree upon one's short-term interests – in particular short-term economic benefits (McShane et al., 2010) - rather than long-term interests. Economic interest and quantitative interests, thereby, seem easier to grasp than social and more qualitative interests. IBN practice favors economic over social value. Similarly, negotiating on long-term future commitment brings about assurance problems for the parties, while these are already an issue in trade-offs in general (van Tulder, 2013a). In this regard Reynolds explains how future commitments made from interest-based negotiations can actually impose inflexibility in future negotiations, as these commitments create new interests (2012). “A decision made today might shape or foreclose the choices of tomorrow” (ibid: 231). IBN moreover, valorizes individual private choice and preferences much more than collective choices (Reynolds, 2012:241). On the one hand, it is therefore difficult for individuals in IBN to act for and represent their organization, while on the other hand, it is also questionable if individual values are really aligned with communal values, as there is a “possible dissonance between what we want and what should happen as a matter of social justice, public and political morality” (ibid). All these factors make it less obvious that IBN is used for CSP formation purposes. But because all CSP formation involve divergent interests, it remains difficult to see how parties with no experience in IBN and with poor existing relationships could do it on their own (MacNeil and Bray, 2013).

So, IBN does create value in comparison to PBN. But it largely facilitates a move away from negative-sum games to zero-sum games. This is in line with the argument that, the potential for positive-sum outcomes is lost at their bargaining (Vitasek & Nyden, 2012). Shared value through IBN is created in relative terms, but not necessarily in absolute (societal) terms.

4.3 Consequences for brokers

These considerations therefore also affect the role and effectiveness of CSP brokers – or as they are in the negotiation literature also referred to as ‘third party facilitators’. In a more formal setting and with a well-defined problem, for instance with attorneys that have a

⁴ Same parties, topic and goal, but new participants with less time, training and generally less money to be negotiated

mandate to function as mediator in a legal conflict under specific legal conditions, IBN works better. But even for these cases it has already been noted that the mediator has his/her own values and interests (Ventello, 2012) and preferences, which might make him/her less neutral than suggested (Reynolds, 2012). This problem can be considered more serious with wicked problems which involve societal values such as human rights (ibid) and represent unregulated issues (Van Tulder with Van der Zwart, 2006). Interest-based negotiation provides undoubtedly an important technique for CSP brokers under these circumstances, as negotiation is a main task of bridging agents (Manning & Roessler, 2013). There are several advantages of involving a mediator in negotiations that establish a collaborative atmosphere and guard value from being lost in the bargaining process (Bardach, 1998). Warner (2003b) and Donnely (2006) are even more explicit by mentioning IBN (or ‘consensus negotiation’) as a helpful technique for partnership brokers. First, because IBN tries to establish a trusting and collaborative working environment and the same is necessary for functioning CSPs. Hence, CSPs appear as fertile ground for IBN, because partnerships are by definition a collaborative, long-term approach to a common problem (van Tulder & da Rosa, 2011). This coincides with the need for a cooperative environment as the crucial, enabling condition for IBN to be more effective than PBN (Rahwan et al., 2009).

The third party positioning of external brokers also entails a potentially high degree of neutrality, which can be essential in gaining the necessary trust of the partnering organizations and in sequence helps to investigate and uncover their underlying interests (Donnely, 2006). This neutrality is however not given for all third parties in IBN. Even for accredited partnership brokers their (perceived) neutrality and integrity can depend on the way they are funded. Because of the risk of (perceived) undue influence by the main funder of the broker, “the funding model [should be] separate to the meeting protocol”, which records the equality of all parties in the negotiations (Dixon, 2006: 73). For the involvement of external and likewise internal brokers, a clarifying discussion about the roles of the broker are vital, to establish equal expectations without gaps to exert biased influence on the broker.

Translating these overlaps of IBN with the CSPs environment into the five steps of IBN defined by Fisher and Ury (1981), one can see considerable relevance of the first three steps, and a minor relevance for steps four and five. As an outsider to the partners and the problem, which brings them together, CSP brokers should more easily be able to distinguish between the problem and the people involved (Step 1). The discovery of underlying interests should be facilitated through the neutrality of and higher trust in the broker (Step 2), which then also helps in the discovery of more novel solution alternatives (Step 3). For step 4 however, brokers can only recommend criteria for the objective evaluation of these alternatives, and (excluding a potential managerial role of brokers) cannot decide on and implement one solution (Step 5). A theoretical fit of IBN for cross-sector partnerships and their brokers can thus be identified.

The active application of the technique by CSP brokers in practice however is different. The interviews showed differences in the knowledge about and also in the use of IBN. Accredited brokers know about and praise IBN, that they ‘love it’ (interview) and use it “right through the whole process” (interview). However, they apply IBN more intuitively and do not follow the formal steps “terribly well” (interview) by not going “into detail of the exact methodology” (interview). Some of the national and international development organizations know about and teach IBN to their brokering and partnering employees, but the interviewees either do not use it in practice themselves or are unsure about the application by their colleagues (several interviewees). In training sessions the technique is always very much appreciated because it provides new insights in the relative ease with which collaborative negotiation processes can be shaped (interviews). This is aided in some courses by simple and short-term exercises in IBN that often bring about immediate results. One out of each three of

the respondents did not know the term IBN, but – upon explanation – showed interest and noted that the brokers in their organizations maybe have been using it unconsciously. A first problem is thus the limited awareness of IBN for practitioners, which implies the importance of formal training and advocacy by initiatives such as the PBA.

Many of the interviewees that had heard about the IBN technique did not know about the technique in detail and were not applying it in practice, even when they had trained it in their broker training. Similarly, interviewees who did not know about IBN prior to the interview, indicated that they have been following such logic implicitly in their brokering work (interview). Even respondents who are well aware of IBN stated that they do not follow a formal IBN process: “I’m now going to put my IBN hat on - I’m now doing IBN. I’m just instinctively always trying to help build relationships, trying to help build trust, trying to help people to get a bit deeper in their understanding for each other” (interview). Thus, the philosophy or mindset of IBN is valuable and important to practicing CSP brokers, but the formal application is not as present in practice as the theory and PBA publications suggest. This discrepancy seems particularly due to the dynamic working environment, in which the frequent engagement with many stakeholders on many important and wicked issues and processes running simultaneously prohibits a strict formal use of IBN. The discrepancy between theory and practice calls for not only for a better alignment of IBN for CSPs, but also for serious adaptations in order to increase its utility for brokers.

For CSP brokers two major problems with interest-based negotiation exist. One is the identified discrepancy of IBN’s application by CSP brokers in spite of its theoretical usefulness, and the second is that IBN is not creating true win-win outcomes. It should be further improved to counter the critique of relying on short-term, economic, and personal interests, of which subjects are often unaware themselves.

4.4 Points of attention

It is perhaps not that surprising that, although most of the interviewed practitioners are aware of the IBN method - some even went through trainings for it - in practice they only incorporate the general philosophy into their work. This suggests that it proves difficult to apply for CSPs or that the effective application of IBN techniques would require more sophisticated and validated models than are actually offered in the courses and in the literature. Areas of attention include: the notion of value, processes, limited focus on win-win and creative out-of-the-box thinking.

Underestimation of Value

The perception of current CSP brokers is that “having the underlying [IBN] philosophy in your mind” (interview) in order to reveal the partners’ underlying interests is sufficient when interacting with them. While being aware of the motivations of each partner is intuitively helpful for brokers, how they use this knowledge to then find novel, creative solution options could not clearly be explained. The generation of a solution often does not include inventing and choosing between several options (“I have not been in a situation where that we had to make a decision between a few options”, interview), but rather “comes from within” when reaching an agreement between the partners (interview). Even though this can surely already lead to favorable solutions compared to any prior possible way without agreement, it still runs the risk of premature judgment described by Fisher and Ury in the traditional sense of IBN (1981). One interviewee therefore acknowledges that he would seek a range of solutions if he were not able to help the partners reach agreement through other means. The analysis of 250+ CSP brokers’ logbooks by Wood (2012:34) also revealed surprisingly “very little mention of the partnership broker’s role in promoting innovation” and suggests other priorities for brokers such as relationship management. Role of brokers function rather as enablers than as thought-

leaders on content topics. Brokers tend to step back and let the partners handle this responsibility themselves.

Incompatible process procedures

Another possible explanation for its limited application can be that IBN has incompatible process procedures with the daily tasks of CSP brokers. While the general environment of CSPs theoretically builds on trust and aims for collaboration, which are also essential parts in the IBN philosophy, the actual interaction processes between partners, and between partners and brokers, can be too dynamic and multifaceted to incorporate IBN into a formal negotiation stage in the partnering process. One interview respondent emphasized that when interacting with people it is the broker's job "to help the partners make progress any way possible"(interview), in which particular tools and techniques can be used, but they do not always work and at times need be changed. Such focus on direct progress can prohibit a more detailed implementation along a formal methodology with the fear to be over-procedural in the face of great uncertainty and changing conditions in CSP settings, (as "it is not like ticking 55 boxes and having a perfect outcome" (interview), which is one paradox in CSPs identified by Bresnen (2007). Out of such a conception, CSP brokers might just not see a possibility to more formally include IBN in their mediation. It furthermore seems plausible that under the simple and yet compelling philosophy of IBN, brokers overlook the freedom inherent in its formal process. Especially the third step of 'inventing options for mutual gain' explicitly calls for enough space for imagination by "separat[ing] the creative act from the critical one" (p.33, Fisher & Ury, 1981) in order to enlarge the pie.

Overall it seems that the reason for brokers to apply IBN has shifted the balance from finding novel, more value-adding solutions, towards reaching agreement that build trust for long-term relationships. To build trust and a relationship, the formal application of IBN, however, may not seem necessary. While this shift is understandable, because of the apparent ongoing challenges to overcome prejudice and establish collaborative working relations (interviews), a formal application of IBN can still be catalyzing to reach transformational change. Such success can definitively have at least as big an impact on building trust and relationships as more harmonious but less far-reaching partnerships.

Not creating win-win outcomes.

Interest-based negotiation has the strong potential drawback that it remains a trade-off, which can create the illusion of a positive sum outcome, but in case this is based on unequal starting positions of actors (related to power) merely leads to some 'catching-up' of the more deprived partners – a less unequal distribution of power for instance - not necessarily to an absolute 'win' outcome for them. One possible way to get to true win-win outcomes starts with the perception and analysis of the problem or issue at hand. Wicked problem by definition should be perceived as a paradox, which invites partners to look for creative and novel solutions by thinking out-of-the-box. As in any problem-solving approach, the analysis of the problem in general is essential for a promising and impactful solution. When aiming to build a transformational or at least integrative partnership (along Austin & Seitanidi, 2012a) a proactive approach by the partners is most suited, but not easy to broker (van Tulder & da Rosa, 2011). Many partnerships define the problem as one in which both might lose – a negative sum game. By focusing on such an apparent (joint) problems, partnerships tend to become more reactive, setting barriers to free and positive thinking which "creates smaller margins in which the actual partnership is negotiated" (p.7, PrC, 2012). A challenge for brokers is thus to frame problems as opportunities with the partners. If the partners are even dealing with a wicked problem, the broker needs to help to frame it as a paradox in which opportunities can be found. Such perception of the problem as a paradox presents a key challenge to move away from trade-offs, to achieve win-win outcomes (p.20, van Tulder,

2013a). This requires that both sides have a similar understanding of the perceived problem, in order to avoid trade-offs in future negotiations, e.g. about the correct approach to solve the problem.

Framing partnerships as a paradox

Applying this challenge to IBN, its first step to separate the people from the problem is already a very good start to have a clearer and more factual base to agree upon. It has to be noted however, that personal emotions can be important in characterizing the problem and the potential solutions. Alone the aspect that emotions can never be completely ‘distilled’ out of any situation explains their enduring importance. Positive emotions can even be an enabler when searching for creative solutions (Cooperrider & Whitney, 2005; Bushe, 2013) while some even see “that separating decision-making from emotions is detrimental” (p.29, Schneider, 2012, rf. to Kathryn Abrams & Hila Keren, 2010). The mental separation of the people from the problem – step 1 of the IBN logic - helps to have a clearer focus on the problem, which in turn enables a more logical and analytical interpretation of it. While this is important an important step, it is not sufficient to understand and to deal with paradoxes.

It thus requires a certain mindset one needs to have to frame problems as a paradox, but the “seemingly absurd or contradictory” (paradox, Oxford Dictionary, 2014) characteristic makes it very difficult to adopt it, while a change of mindset is anyhow a difficult undertaking. For brokers, an awareness of the need to be open minded oneself, and to ‘teach’ partners that they willingly try to be it as well, is a first step that goes beyond the current practice of revealing and understanding underlying interests to build a relationship. When discussing how to solve wicked problems, Thomson acknowledges the difficulties of ‘teaching’ someone to change their mindset, because of the peoples general tendency to oppose change, and proposes that one “must only indicate that the solution requires a great deal of learning and knowledge.” (Thomson, 2013: 266). Brokers can thus only implicitly prepare partnering organizations and stakeholders for the great mental challenges when tackling wicked problems through cross-sector collaboration.

When framing a problem as a paradox, the next question is how to deal with it? Here the goal is to see opportunities in paradoxical problems. A sign for the difficulty this poses in practice, is the encouragement, that upon framing the problem correctly, one needs to ‘embrace it’ as a paradox, and the suggestion to link multiple, contradictory paradigms to generate new insights (van Tulder, 2013, rf. to Lewis & Grimes, 1999). The inconsistencies that define paradoxes oppose the compulsive trial to solve it with approaches based on logic, such as LFA. Does this mean embracing a paradox entails forgoing logical frameworks? Not at all, but it requires an assurance that any framework focusing on logical analytics simultaneously provides sufficient space for creative work and freethinking in the process. The frameworks are to be understood as guiding delimitations towards the goal of solving the problem in any way possible. The obvious contradiction of using delimitations in a process, which requires out of the box thinking showcases the difficult use of these frameworks and yet presents another paradox in itself. It is an example for the many paradoxes that have to be overcome when dealing with wicked problems in CSPs. Therefore the use of logic and creativity in approaching wicked problems in CSPs must not be seen as a trade-off but as two means, which have to work in synthesis.

One technique, which can be included into the IBN process, is Appreciative Inquiry. It goes along the lines of ‘separating the creative from the critical act’ (Fisher & Ury, 1981: 33) by means of focusing on positive aspects, e.g. of past successful collaborations or of positive visions for the future, and letting aside any points of critique (Bushe, 2013; Cooperrider, Barrett, Srivastva, 1995). This positive spin of perception can be healthy when otherwise being focused on complex and contradicting problems, and can “increase creativity, openness

to new ideas and people, and cognitive flexibility” (Cooperrider & Whitney, 2005). The focus on the positive aspects enables partners on an issue route to behave more as under the circumstances of a positive opportunity route. To the world of CSP brokers, the concept of appreciative inquiry has only found limited access, as it is only mentioned by Hall (2006), Davis & Dundan (2013), used by only one broker in the log-book study by Wood⁵ (2012), and is taught in a broker training by Dixon Partnering Solutions. Other techniques to deal with paradoxes all touch on changing the mindset of the leaders and actors involved, such as ‘polarity maps’, ‘believing games’, ‘ladder of inference’ or ‘immunity mapping’ (Murray, Ross, Inglis, 2008).

Overall the perception of the problem a CSP is tackling is important, as the right framing (paradox) and corresponding attitude (pro-active) enables partners to generate more potential solution options and avoid the pitfalls of looking for ‘the one right answer’ of a problem-solving rather than opportunity-using vision. These steps go in line with the methodology of IBN and can be enhanced by partnership brokers in helping them to set such unusual view on the issues, and by guiding partners through a customized IBN process, including techniques such as Appreciative Inquiry.

Problem analysis

Following an appropriate mindset, a thorough analysis of the problem is adamant. The solution to a problem can be only as good as its analysis - while wicked problems pose limitations to this generalizations, as the interdependence of the solution approaches and the problem prohibit any analysis to definitively solve a wicked problem, it also holds for the collaboration across sectors.

In Fisher and Ury’s original IBN process, the first step is to make oneself aware again that the people involved and the issue at hand are independent and should be seen and analyzed as such. This already presupposes that the problem is clearly enough defined to separate it. Katz and Pattarini (2008) are a bit more concrete by naming their number one step defining the issue, but concentrate more on the formulation of the problem statement than the analysis. In this step they do however emphasize the collegiality in the IBN approach in this step, and without explicitly saying it, it suggests itself that the process can be done in union. One exception to the neglect of the analysis in the IBN literature is made by Susskind, co-founder of the Harvard Program on Negotiation, who is more frank by suggesting to establish a joint fact-finding committee in his ‘Consensus Building Guidebook (Susskind, McKearnen & Thomas-Lamar, 1999). In their call to advance IBN to become more collaborative, Vitasek and Nyden name the creation and use of “Wikidata-Common knowledge” as one of their five principles for improvement (p.3, 2012).

Moving from the IBN to the cross-sector partnering literature, there is growing recognition of serious deficiencies in the problem definition (PrC, 2012), which relates to relatively limited discussions of the problem analysis in the start-up phase of partnerships (i.e. where brokers focus most of their attention) (interviews). The partnering toolbox only mentions a problem assessment as a part of the partnering agreement (Tennyson, 2003) but does not further go into detail. Kania and Kramer (2011) highlight the importance of a common understanding of the problem in their collaborative impact theory (2011). The use of stakeholder dialogues in the scoping phase has serious limitations due to prevailing biases in such coalitions of the willing (Kahlen and Van Tulder, 2014). Taken as a whole, while there is some theoretic discussion about collaborating in the analysis of the problem to be tackled, this discussion is not receiving attention across the field. It is furthermore notable that the brokering guidebook

⁵ Mentioned as a tool that brokers “brought from other training or professional experience” (p.17, Wood, 2012)

does not deal with the topic of problem analysis. While it is the partner responsibility to fully understand the problem, not emphasizing this for brokers can be dangerous, as they are guiding the parties through the partnering process. In practice it has been experienced that even if joint-analysis are suggested (e.g. GIZ, 2012; Strive Together, n.d.) and sometimes implemented to avoid a duplication of efforts, some partnering organizations remain reserved towards such interdependence (interview). As interdependence across the parties is normally an undeniable fact, collaborative efforts in the problem analysis should be pursued anyway, as a similar understanding of the problem becomes more realistic, and trust and collaborative working experience can be built along the way (Vitasek & Nyden, 2012; GIZ, 2012).

A thorough and inclusive problem analysis should discover better insights for the partnering organizations, but it needs to be pointed out that all included parties need to be very transparent about the information discussed in the partnership. Transparency is one of the key principles for partnering of the Partnering Initiative (Tennyson, 2003) and often mentioned as a critical centerpiece for any successful collaboration across sectors (e.g. Wood, 2012). However, one of the interviews revealed that “there is not, at the onset of any of these projects or initiatives, enough candid openness about the motivation of each partner to that initiatives. And unless you are open about that and transparent from the beginning, you really run into a lot of trouble” (interview). The trust and relationship building features of IBN can be useful to overcome such initial reservedness and need to be included and further emphasized by any further development of it, as also recommended by Vitasek and Nyden (2012).

A common analysis of the problem to be addressed by a CSP broker between the partnering organizations should be pushed forward, but how ‘common’ should that be? Does it involve only the direct partners or also some or all stakeholders of the issue? As the partnership and thus the actual action to improve the issue is carried out by the partners, it should be them who also define the final understanding of the issue. A high dependence on one donor of monetary or other resources can naturally increase the weight of their opinion in that matter, as it is for example in the case of contribution programs by the SDC, in which “the strategic orientation of the program of the NGO for four years” is being negotiated (interview). These kinds of cooperation are of course more transactional in nature and do not resemble the strategic ambition of transformational partnerships, which are also pursued by the SDC in form of PPDPs (Public-Private Development Partnerships), and include such key resource owners as full partners. At times the formulation of the problem statement is however also done by the broker “to provide a central idea for the partners to work to and to provide a foundation for all future work” (Wood, 2012:14). Such directional involvement can be welcome as an initial guidance, but to ensure a full engagement and ownership of the problem and partnership, the analysis and definition of the root cause should be done by the partners (e.g. Dixon, 2013; van Tulder, 2011). The analysis of the problem should also be more open and include various stakeholders (Örtengren, 2003). As discussed for the scoping analysis, inclusiveness is recommended for example in the Logical Framework Approach (Örtengren, 2003) and scoping during environmental assessments by the EIA (Mulvihill, 2002). In their guidance notes to cross-partnering partnering, Strive Together and World Vision call for the inclusion of especially local stakeholders in order to generate local data (World Vision, 2013; Strive Together, n.d.). On top of the recommendation of to engage the broad community, Strive Together’s ‘theory for action’ accentuate the inclusion of the academic community and to balance academic and non-academic data. Unfortunately, both NGOs were not available for interviews to verify the practical implementation of their approaches. In general, an inclusive problem analysis approach is even more advantageous for CSPs than in traditional negotiations. CSP are different than traditional negotiations, in that the partnering organizations often collaborate on issues where a third party is the primary beneficiary or focal point of the solution. The greater number of stakeholders and various representatives of

interest groups thus create more complexity (Manning & Roessler, 2013). Separating the people from the problem is therefore a good step and putting oneself in the shoes of the other partner is important, but not sufficient in CSPs, as the same consideration should be done for the key stakeholders, especially the beneficiary. Therefore a direct involvement of the stakeholders in this negotiation process is essential. Having the ambition to achieve sustainable solutions to come in mind, representative of interests groups of future generations should also be involved if possible (van Tulder, 2011). While emphasizing the problem analysis more in the IBN process for CSPs, it is important to caution once more against the pitfall to analyze the problem with the goal to find ‘the one’ answer on how to solve it.

Next to the suggestion to have an inclusive problem analysis, it is still very important to be thorough. As Fisher and Ury advice for a separation of the creative and analytical process at the generation and evaluation of potential solutions (1981), the same advice should be given for the problem analysis. While one needs to stay open minded during the detection of possible causes and relations of the problem, detecting the root cause is critical and needs to be verified analytically (Örtengren, 2003). In general the problem analysis should endure until a common problem definition of the root cause is reached. While an agreement can be difficult to reach, it is essential in order to find transformational solutions, as “collective impact requires these differences to be discussed and resolved” (p.39, Kania & Kramer, 2011). After all, the reason why IBN is recommended to CSP brokers, is that negotiation is about reaching agreement. Hanleybrown, Kania and Kramer estimate that the initiation and preparation (including scoping and the detailed problem analysis) can last from six to twenty-four months (2012). The most successful projects, a six to twelve month project development and feasibility assessment period is required (interview). This directly relates to the wickedness of the problem and the difficulties in addressing diverging interests: “these initiatives are way too complex to not have that development and gestation period required, to have any confidence that you can actually address problems of this nature” (interview). Because of such possible difficulties, Fisher and Ury already suggest the use of a third-party to mediate such negotiation (p.58, 1981), which again exemplifies the importance of CSP brokers in this process. As a more practical tip, Katz & Pattarini recommend the formulation of the common problem statement in a ‘how to’ question, to build a more collegial approach when tackling it (2008).

5. Moving beyond Interest-Based Negotiations in CSP: a first outline

This paper has argued that Interest-based negotiations for wicked problems contain limitations and thus can steer the role of the broker away from facilitating creative novel (positive sum) partnerships to actually brokering trade-off zero sum partnerships as a compromise between different interests. The last-mentioned recommendation of Katz and Pattarini implies that “the desired result incorporating each of the party’s interests” (p.92, 2008). In order to move away from the zero-sum partnerships that will prevail after interest-based negotiations, it might be more appropriate to navigate the collaborating parties in the formation phase of the negotiations more on vision and towards a common goal. Some brokers already apply such emphasized vision in their work in CSPs (interviews). The existence of a common vision is often mentioned as a success factor for CSPs (e.g. Drost & Pfisterer, 2013; PrC, 2012; Vitasek & Nyden, 2012; van Tulder, 2011), but a formalization of this approach and an application to the broker practice is not elaborated yet.

A shared vision is not just an important outcome of the negotiations when setting specific partnership goals and objective. Often some kind of vision already exists before the initial negotiations in order to convince sufficient stakeholders to participate in the negotiation. With

this primary purpose of this ‘preliminary’ vision, it can be less detailed and be created by only one of the partners or the broker, which goes in line with the establishment of a vision for the partnership in the first scoping step in the partnering cycle (Tennyson, 2003) and insights from the interviews (interview). In practice, “the existence of a minimum level of ‘commitment and goal symmetry’ marks the beginning of the negotiations” (p.20, PrC, 2012). These negotiations can then help to get underneath such preliminary understanding by uncovering underlying interests and motivations, upon which a more exact assessment of the situation, perceived problem and solution approaches can be done, which in the best case then results in a precise and shared vision.

There are at least four characteristics that distinguish a vision-based negotiation process from a (primarily) interest based negotiation process. Firstly, it is not necessary to try to mediate between all interests. The strength of a partnership for wicked problems lies not with it compromising parties, but with the creation novel combinations and thus synthesizing interests. While interests can and at times therefore need to diverge, partners are still able to collaborate. Goal alignment is a necessary condition for partnerships whereas interest alignment is not. “All participants must agree [...] on the primary goals of the collaborative impact initiative as a whole” (Kania & Kramer, 2011:39), as it unites the parties to collaborate. As a consequence, there is not just a difference between vision and interest, but also between negotiation and collaboration. A vision-based approach aims to enable a long-term partnership, whereas the principles of an interest-based negotiation aim to reach agreement while maintaining and improving a relation as a base for the long-term. Similarly the outcomes are thus different in that collaborative vision-based negotiation (cVBN) aims at creating positive-sum outcomes for the negotiating parties as well as greater societal benefits. The business case for the partnership thus will be different than in case parties create a partnership for defensive reasons or to trade-off diverging interests. IBN aims at “helping parties do better than what no agreement probably holds in store for them, [which equals] doing better than one's BATNA” (p.12, Susskind, McKearnen & Thomas-Lamar, 1999), and can thus be an improvement from a negative-sum outcome to a ‘better’ negative-sum or zero-sum outcome. However, as not all collaborative efforts are able to unite behind a common vision, it resembles the greater difficulty to establish an integrative or transformational CSP compared to reaching an agreement via IBN. IBN favours transactional and philanthropical partnerships over transformational partnerships. By going beyond IBN, a vision-based collaboration is not always possible. It requires the explicit commitment of the potential parties. When it is not possible to reach a unifying vision, brokers should retreat to the use of IBN instead, but not the other way around: start with IBN and then move ‘up’ to cV-BN. The establishment of an understanding for a shared vision is tipping point from transactional collaboration to a integrative or even transformational collaboration along the collaboration stages of Austin and Seitanidi (2012a). Brokers have a very important role to play in assessing whether a collective Vision is possible, before the actual negotiations start, otherwise the IBN technique might result in the wrong partnership. Practitioners have also experienced this: organizing around outcomes [...] make this work fundamentally different” (interview). The aforementioned inclusion of appreciative inquiry into cVBN as an advancement to IBN can be very helpful to find on a shared vision. By focusing on what is right in present examples or future scenarios, partners can agree on certain aspects and build a vision upon these (interview).

Secondly, both techniques can go together. Being different, IBN and cVBN go well together as any goal for the future is based on interests. One can easily have one common problem understanding and one vision for the future, but simultaneously have diverging interests connected to the issue. These diverging interests can probably even be contradictory, which can help to find more solution options by embracing their paradox. As such different interests

are often a key factor to finding an agreement not previously thought about (e.g. Fisher & Ury, 1981; Katz & Pattarini, 2008). IBN should therefore still be integral part of cVBN, and the main idea of either concept is a success factor for CSPs, as a ‘clear understanding of mutual benefits’ is manifested in IBN and a clear ‘vision of objectives’ of cVBN (Drost & Pfisterer, 2013).

Thirdly, inspiration and opportunity are stronger triggers for the negotiation process than interests or shared problems. To reach goal symmetry through the negotiation process is the best theoretical outcome for the CSP (PrC, 2012), but not always possible. As a vision is a mental concept, its detailed articulation can be difficult, especially when interacting with partners from different sector. This reiterates the job of the broker to translate between the parties to a common language, but also to protect against the temptation to slip up with a perceived (superficial) shared vision, which actually entails great differences in its exact interpretation. In this case, but also with a high degree of goal symmetry, different opinions about the best strategies to achieve the vision probably will exist. As in IBN, the job of negotiation and mediation between the partners thus continues for the broker, in order to determine precise agreed upon objectives based on the shared vision. In the best case scenario, a joint situational analysis leads to a common understanding of the problem and its root cause, based upon which negotiations lead to a unifying vision for the partnership and specific objectives can be agreed upon. While a full agreement and understanding is very difficult to achieve, it is vital for brokers to be aware of the different levels on which an understanding can, and at best should prevail. Arranged along the timeline of such understanding, the following nine points are up for agreement in a CSP: Situation; Problem; Cause-Effect relationship → Root cause; Vision; Problem-solving approach; Aimed for Outputs - Direct effects - Long-term objective; KPIs; Evaluation cycles; Probable change measurements along different scenarios.

Cascading from the problem-solving approach agreed upon in the negotiation of the cVBN process, the specific objectives can be categorized along the objective tree from LFA, specifying direct ‘outputs’, ‘immediate objectives’ and ‘development objectives’ (Örtengren, 2003: 12). For each of these, KPIs can be agreed upon in order to measure progress, as well as the evaluation cycles and probable changes according to scenarios with certain challenges and improvable results. Turning this list into a hierarchy of levels of common understanding, one can say that while a symmetrical understanding serves the earlier the better, as for example a shared vision based on a common problem understanding is more powerful due to a better implicit understanding of the correlation. However, a shared vision is the motivational factor for collaboration, which can reach a transformational result, and is thus most important. The same line of reasoning can be applied to compare the relative importance of a common understanding of the problem and a common understanding of the situation. An agreement on a problem-solving approach alone however, is fragile as it lacks a unifying reason for its selection, and can thus quickly change. When it is realistically not possible to reach a common understanding on each level, it is therefore best to try to achieve this on a shared vision, followed by a problem understanding and finally of the situational context.

Fourthly, the outstanding steps of cVBN remain relatively similar to IBN, but have a different goal. Splitting the innovative process to generate possible solution approaches from their evaluation is seen as very critical (e.g. Katz & Pattarini, 2008; Fisher and Ury, 1981) and should be driven by CSP brokers, but has so far not been applied with rigor in the partnership formation as indicated by the interviews (e.g. G. Butler, personal communication, 2014; I. Dixon, personal communication, 2013). In addition to the four techniques to generate creative solution options suggested by Fisher and Ury, the application of insights from modern

innovation and marketing research can be applied to the cross-sector circumstances. The involvement of multiple parties enables interaction processes that show strong parallels to the new paradigm of “open innovation” that is pioneered by companies for relatively simple (technological) problems, but which is also moving into the involvement of non-market actors. The open innovation paradigm calls for broader funnel to more and potentially better ideas by searching for internal as well as external ideas (“not all of the smart people work for us”, Chesborough, 2003:38). Furthermore applying open innovation, firms have shown to become more perceptive to new markets and approaches to markets (Chesborough, 2003), which can be new and transformative ways to enable development in the case of CSPs. Because of the many stakeholders with different interests in CSPs, multiparty and cross-sector environments should present a diversity of mind, which is regarded as a key success factor for innovation at Unilever (Mostert, 2007). Chesborough for example discusses the application of open innovation for service providers by focusing on collaboration with the final customer (2011), a thought increasingly resembled by a focus of local involvement in the planning stage of CSPs (e.g. World Vision, 2013; Strive Together, n.d.; Manning & Roessler, 2013; Tennyson, 2003; Hanleybrown, Kania & Kramer, 2012). The use of idea competitions and networks is also associated with a more open approach to innovation and can likewise be found in CSP initiatives. Taken together, there is a high overlap of cross-sector collaboration on wicked problems and open innovation, and its exploration bears potential benefits for brokers and partners alike.

The stage-gate process is another innovation concept which was applied to open innovation (Grönlund, Sjödin, Frishammer, 2010) and is similarly appealing to consider its application to the partnering process of CSPs. Similar to IBN and cVBN, a multitude of ideas are to be generated, of which the most promising ones are further developed in small projects of which the best one can be chosen to scale to wherever needed and feasible. The preliminary vision and later partnering agreement can act like quality gates as in the stage-gate process.

Another example: SchuleWirtschaft is enabling collaborations between schools and private companies on a federal, state and regional level, of which especially the regional working groups provide a good ground for experimentation and lead to innovative concepts, which are often scaled to the other levels (interview). The idea of trying various development projects on a small scale by a CSP resembles the idea of prototyping in social innovation, which has been researched by Hillgren, Seravalli and Emilson, who discuss ‘slow prototyping’ as cooperative long-term approach (2011), which seems suitable for CSPs. In the context of CSPs this has been suggested by a greater application of feedback loops for continuous learning (Edmonson, 2013), which is again connected to the concept of triple loop learning (e.g. Wang & Ahmed, 2003). If some of these small-scale prototype CSP projects fail, it could actually have a good consequence by accustoming the partners to the naturalness of failure in innovation, which good innovators need to embrace (Amabile & Khair, 2008). At last, further valuable insights from the innovation literature can be drawn considering how to overcome distrust between organizations (or parts of organizations), which also hinders innovation. Griffin and Hauser discuss how techniques such as informal social systems and project teams can facilitate the collaboration between an organization's R&D and Marketing department (1996).

Fifthly, cV-BN requires other types of monitoring approaches. The fourth step of the IBN process calls for using objective criteria to evaluate which solution approach to follow (Fisher and Ury, 1981). This shall ensure an agreement lenient towards neither side, which in the case of CSPs raises the issue of balancing different value propositions of participating parties: private, public, social values. As some CSP projects are nowadays already evaluated with

social return on investment methodologies (SVA, 2013), such estimative evaluation techniques also need to be included in the project selection method. As the last step of IBN, a BATNA can also be applied in cVBN, as a CSP does not lead to sustainable improvement when one party is worse off, even when the other party and the beneficiary are better off. This solution is not sustainable. A party can be willing to enter such agreement with clear prospects of changing circumstances in the near future due to collaboration, but this is associated with some risk. Vitasek and Nyden furthermore call for a disclosure of each partners BATNA, on the one hand to establish transparency which creates trust, and on the other hand to make more information available to all parties, in order to come to better conclusions (2012).

6. Conclusion: incorporating cV-BN into the partnering formation process

What do partnership brokers actual do when they broker? Many of them apply techniques with which they try to mediate between the interests of parties. This paper has discussed the advantages and disadvantages of interest-based negotiations. IBN up to now has been a well received, but not always well practiced technique. This paper has argued that the latter can be partly understood because of the ambiguous environment in which partnership brokers have to operate. We also argued that in case of a misfit between the actual technique and the nature of the problem the effectiveness of the CPS broker will be hampered. The role of brokers – when implemented primarily through IBN – becomes more aimed at mediator or negotiator rather than as constructive supporter of effective cross-sector partnerships for wicked problems.

The present practice creates a clear tension for partnership brokers between what they actually want to achieve and what they can achieve with this particular technique. We do not argue that interests should not be taken into account, on the contrary. But we argued that IBN direct CSP into perhaps unwanted directions. We therefore argued in favor of so called collaborative Vision-Based Negotiation as a complement and an improvement to IBN. But, where to include cVBN? As a common understanding between the parties is important from the very beginning of the negotiations, cVBN should be already included in the initiation phase of the partnership formation process, so that the results can be recorded in a detailed partnering agreement at the end of it, which sets the plan for the partnership formation (Stoteler et al, 2013). In the partnering formation literature, three phases can be distinguished: (1) initiation, (2) the spark (which defines whether the parties actually have a chemistry to work on a problem), (3) the building phase (Figure 1).

Figure 1 approximately here

A Partnering Agreements, or a Memorandum of Understanding (MoU), is usually created in the next step (the building stage of the partnership) in order to record the progress made towards establishing CSPs, along the intention of partnering, the reasons for it, the strategy chosen, as well as considerations about roles, responsibilities, and provided resources by each organization (e.g. Tennyson, 2003). The Partnership Resource Center come up with an adapted checklist for the partnership formation, according to which three content related aspects should be dealt with by the: the problem addressed by the CSP, a vision of its goals, and measurable objectives towards that goal (p.5, PrC, 2012). The results of the cVBN process should cover these three points and give a solid reasoning for each one of them.

A preliminary vision can be very useful to engage all relevant stakeholders to participate in

the more detailed negotiation and collaboration process (PrC, 2012). Such preliminary vision should be formally included into the partnership formation.

Preliminary Vision & Charter

As a base for the joint problem analysis, the creation of a shared vision as well as the discovery and analysis steps of potential solutions, in other words for cVBN, a preliminary vision can be incorporated in a quick MoU or ‘charter’ before the negotiation of the cVBN starts. The primary aim of this formal, preliminary vision is the engagement of all relevant stakeholders, in order to be able to embark on the exploration and negotiation together. As this development stage can take up to a year (Kania & Kramer, 2011; personal conversation, W. Kennedy, UNFIP, 2014), the preliminary vision must be strong enough to keep stakeholders motivated through that time. The charter and its preliminary vision can be regarded as a formal checkpoint, which ensures “the existence of a minimum level of ‘commitment and goal symmetry’, [and] marks the beginning of the negotiations” (p.20, PrC, 2012). It is a more formal approach to the “utterly non- scientifically validated concept” of ‘the Spark’, introduced by the PrC (p.1, 2012).

USAID’s India mission is a flagship for cross-sector collaborative models, as it is currently undergoing a transformation “into a new model of development organization”, which focuses on partnerships as the primary strategic approach (p.3, 2012). Just like a preliminary vision, the mission is using “‘charters’, which provide the governing objectives”, based on which platforms including experts from all sectors “do scoping together in a collaborative way” (interview). According to the plan of the mission, the results are then used to “together come up with a shared commitment to achieve a shared goal and then creating flexibility in the ways the partners can come together to achieve that goal, recognizing that everybody has different interests, different skills, different tools and different resources” (ibid, 2014) - mirroring the approach of cVBN.

The formal process to follow should thus look the following (adapted from PrC, 2012):

Charter → Negotiation (cVBN) → Partnering Agreement → CSP Formation

This process also resembles current practices identified in the interviews as most successful, such as the intuitive practice by Collaborative Impact, using an iterative feedback process to get from a early vision to a more concrete, yet flexible vision in the partnering agreement (G. Butler, personal communication, 2014), or the formal process in GIZ’s ‘developppp’ strategic alliances to create a brief outline of the potential partnership, which needs to be approved by the funding institution (BMZ), upon which the negotiations end in the final partnering concept (interview). At the GIZ, this process can last approximately from six to twelve months (interview).

cVBN towards a detailed Partnering Agreement

Coming from the preliminary vision expressed in the charter, cVBN can then help to get underneath such superficial understanding by uncovering underlying interests, motivation, etc., upon which a more exact assessment of the situation, perceived problem and solution approaches can be done. In this negotiation step, a partnership broker should safeguard a formal adherence to the cVBN process. Even though or even because the traditional IBN philosophy can be applied throughout the entire partnering process it is often not applied formally by CSP brokers (and even less ‘unbrokered’ CSPs), as for example indicated by a leading broker: “I don’t go in saying, I’m now going to put my IBN hat on - I’m now doing IBN”(interview). However, especially in the convening and formation phase a closer

application to the steps of cVBN make sense to put a common understanding of the problem, its perception and multiple solution options of which the best one is chosen, on record. The cVBN process here entails a mental openness to try to embrace the problem as a paradox, a thorough and open problem analysis, as well as a shared vision. By capturing the results of the cVBN process, the Partnering Agreement acts as another quality gate in the process.

counterarguments

Two potential counterarguments can be formulated to the proposed cVBN approach. First, this concerns the introduction and adherence to a too formal process to accommodate such heterogenic collaborations such as CSPs especially when facing wicked problems. As one of the interviewees revealed, CSPs require sufficient space for learning and caution that “it is important not to do too much too soon” (interview). However, this is a call mainly for sufficient flexibility to react appropriately to obstacles that will certainly arise in the future. As wicked problems can change with each action taken, this flexibility is paramount, but the vision of the goal as well as the root problem should be well understood beforehand. While cVBN is a framework along which the partnership formation could be standardized, it explicitly demands more focus on creative techniques and the generation of multiple solution options, which has been skipped previously in the search for agreement in negotiation rather than for a novel solution to the problem. It can thus be regarded as a security mechanism to ensure enough space and time for innovative thinking. Following the cVBN and Partnering Agreement, the importance of feedback loops and intention to be a learning organization is repeatedly emphasized.

A second potential counterargument to a formal introduction of cVBN to the partnering process is the potential risk to limit trust by being more explicit in the Partnering Agreement, as strictly formulated Partnering Agreement often balance a lack of trust between potential partners (p.18, PrC, 2012). It has to be noted that in cVBN, the Partnering Agreement only reflects the agreements achieved during the negotiation rather than creating security mechanisms and assurance for the CSP. A detailed Partnering Agreement is desired, not because of a level trust or the lack of it, but as a final verification that the common understanding is truly established to sufficient detail, in order to mitigate unnecessary challenges in the partnership creation and its operations. If there is resistance to a detailed MoU, because it gives the impression of a lack of trust, one can consider a decrease in accountability measures rather than a decrease in establishing and recording a common understanding of the vision and problem.

Having discussed the adaption of IBN to better fit the use for CSP brokers, resulting in the idea of vision-based collaboration as a technique already in the partnership formation stage, the logical question then remains whether the proposed approach adequately addresses the four critical points raised against IBN (section 3). At first, by shifting the focus away from interests to a shared vision of a more desirable future scenario, cVBN much rather addresses a long-term effect, compared to the short-term interests in IBN. This long-term focus is also one of the reasons for Greg Butler to apply visions in his brokering work (personal communication, 2014). An enduring focus on self-interests and self-optimization was secondly criticized by Vitasek and Nyden (2012). By aiming at a shared vision carried by the partners and created under the inclusion of all important stakeholders, especially local, primary beneficiaries, an optimization for all parties involved is sought after. Additionally, as one of the best drivers for action, following self-interests is not necessarily a bad thing, but it should be in line with a shared vision based on goal symmetry to solve the problem at hand (PrC, 2012). The inclusiveness of cVBN should bring interests of CSO and other organizations with social agendas on the table, which helps to overcome an economic

perception of value and an imbalance of equity and efficiency as the third point of critique (Reynold, 2012). A CSP broker can furthermore raise awareness of the necessary balance, while not becoming a biased advocate of neither side. The last point of critique pointed towards a difficult implementation of IBN, because many people are first unaware of their own interests, which second can also change. The dialogue and occupation with various visions for potential future scenarios however should bring own interests and opinions to surface. Theoretically, therefore, the four points of critique can be resolved. Verification in practice is now needed.

The vision-based collaboration focuses on a shared vision instead of interests, in order to set the stage for transformational partnerships, which go further than only benefits for the partnering organizations, which in practice is the dominant orientation of present partnerships. cV-BN emphasize collective learning and understanding of the root-problem, to enable a change of mindset towards dealing with paradoxes. To enable this function, the cVBN process should already be included into the scoping of the partnership formation stage, while a Charter and Partnering Agreement can act as quality gates. Rather than becoming a mediator or facilitator, the correct use of cV-BN will reinforce the brokering role of the partnership broker.

References

tba

GIZ-development*	Indian Business Alliance on Water
World Bank*	German Water Partnership
UNIDO*	PPIAF
Dixon Partnering Solutions*	Business Humanitarian Forum
GIZ- EZ Scouts*	GAVI
United Nations Development Program (GSBI, GIM)	Unicef
USAID*	WHO
Canadian International Development Agency	IFC
Swiss Agency for Development and Cooperation (SDC)*	OECD
World Economic Forum	Austrian Development Agency
Business in the Community	Dutch Development MMF
Institut der deutschen Wirtschaft Köln*	BPD Water
World Vision	Shell
The Partnering Initiative/ Partnership Broker Association	Microsoft – Collaborative Impact*
UNOP (Office for Partnerships)*	Nike
GSEDC (Great Southern Employment Development Committee)*	Unilever
Devex	BG Group
Accenture Development Partnerships	Alcoa
Business for Social Responsibility	ANZ
UN Office of the Global Compact*	Alcoa
Madrasati	BHP Billiton
European Academy of Business in Society	Partnership Sourcing
Crossroads Foundation	Institute for Collaborative Working (ICW)

Table 1 Sampled Brokering Organizations and interviewees (*)

Table 2 –Decision making processes as

	Dilemma	Trade-off	Puzzle	Paradox
Nature and scope problem	Causalities known; two dimensional, starting position known, options known, consequences (partly) known	Causalities known; at least two dimensions that have to be traded-off against each other; consequences partly known; preferred end goal known	Causalities are known, more dimensions possible, end goal known	Multi-causal, multi-dimensional, multi-level, multi-actor, unclear end goals
Scope solutions	Two solutions ('either/or')	One optimal solution direction ('and/or')	One optimal solution	Many innovative reconciliations ('both/and')
Strategy	"Make a choice"	"Find the right balance"	"Search the optimum", 'Create a focal point'	"Make a better world"
Logic	Principals, convictions, ideologies, dogmas, doctrines, duties, normative (ethical) theory, (deductive)	Cost/benefit analysis	Algorithms; heuristics, 'formal logic', (inductive)	'Out of the box' (divergent-thinking), experimental; 'yin-yang' (i.e. in duality unity is found), 'meta-triangulation' ⁶ , 'meta-paradigm' ⁷
Approach	Moral, principally, idealistic, (<i>'problem-oriented'</i>)	Instrumental, pragmatic (<i>'problem / goal-oriented'</i>)	Instrumental (<i>'solution-driven/ goal-oriented'</i>)	Fundamental (<i>'problem oriented goal-seeking'</i>)
Thinking style⁸	Idealist	Pragmatist /realist	Analist	Synthesist
Role inter-mediary	negotiator	mediator	facilitator	broker
Result ▪ For individual	Win (right choice) or Lose (regret)	Depends of position	Investment is returned	Undecided (depends on position)
Result for collective	Constant sum / zero-sum	non-constant sum (zero-sum, negative-sum)	Zero sum	Positive-sum (net effect)
Interaction forms in reaching solutions	Making explicit, argumentation, debat, dialoog, convincing	Bargaining, negotiation, conflict, persuasion, compromising	Inventarising, consultation, 'joint fact finding',	Participative; dialectic; integrative, holistic; 'social (un)learning process'; 'co-development'; 'multi-paradigm inquiry' (Lewis and Keleman, 2002)

Source: based on Van Mil (2010)

⁶ Meta-triangulation refers to "the process of enhancing theory through deliberative integration of multiple and different paradigms" (Ofori-Dankwa and Julian, 2004:1452).

⁷ Lewis and Grimes (1999) : we use "metaparadigm to signify a more holistic view that transcends paradigm distinctions to reveal disparity *and* complementarity. (...) In metaparadigm theory building, theorists strive to juxtapose and link conflicting paradigm insights (X and Y) within a novel understanding (Z)" (1999: 673).

⁸ See Harrison et al, 1984

Category	Benefits	Limitations/detrminents
Outcome	Can create novel solutions accommodating both parties' interests (e.g. Fisher, Ury, Patton, 1981; Katz, Pattarini, 2008; Rahwan et al., 2009)	- Can remain a trade-off (in practice) (e.g. Harinck & Dreu, 2004; Spangler, 2003; Zeleznikow, 2008), which still limits the set of solutions (van Tulder, 2013a) → Positive sum, but no win-win - "IBN valorizes individual private choice and preferences" (p.241, Reynolds) - End-goal is still self-interest & self-optimization (Vitasek & Nyden, 2012) → Difficult for individuals in IBN to act for their organization and represent e.g. communal values
Activities	- Detector of potential future conflicts (Rahwan et al., 2009) - Also builds trust and relationships (Katz & Pattarini, 2008)	- Not truly achieving a collaboration by aligned interests, but rather focusing on and trading-off compatible interests - IBN leads to the pursuit of short- to medium-term interests and goals (van Tulder, 2011; McShane et al., 2010) - IBN has a very economic understanding of value → Potential bias towards the market perception of problems (p.241, Reynold)
Effort/ input	Can reduce cost and time (Pasquier et al, 2010; Huseynov, 2010), especially over the long-term, (Goldman, 2004)	- Difficult: Required buy-in of all participants (e.g. Ventello, 2012), and training in IBN (Ventello, 2012; Macneil & Bray, 2013) - 'Less incentive to share underlying interests if parties come from similar domains' (p.780, Rahwan, Sonenberg & Dignum, 2003)
Realistic implemen- tation	- Positive Case Studies (e.g. McKeersie, Eaton, Kochan, 2003; Senger, 2002; Mcneil & Bray, 2013) - Possibility to negotiate more efficient decision-making process through IBN (Shapiro, 2012) - Use IBN to convince other party of its benefits (e.g. PON, 2013)	- Negative Cases exist (e.g. Ventello, 2012) - People & Organizations do not know their underlying interests (Reynolds, 2012) - Changing interests and commitments with time (Reynolds, 2012) - Not suitable in every situation (Senger, 2002) - Assurance problems (in trade-offs) (van Tulder, 2013a)
Perception	Generally perceived as collaborative and trust, relationship & solution building (Katz & Pattarini, 2008)	Can be perceived as "overindulgent, hand-holding nonsense" (p.44, Ventello, 2012)
Third-party in- volvement	Beneficial, neutral mediators (Mcneil & Bray, 2013)	Negative effects of third parties (such as lawyers) with yet other interests (p. 43, Ventello, 2012)

Table 3 Arguments in favor and against IBN in CSPs

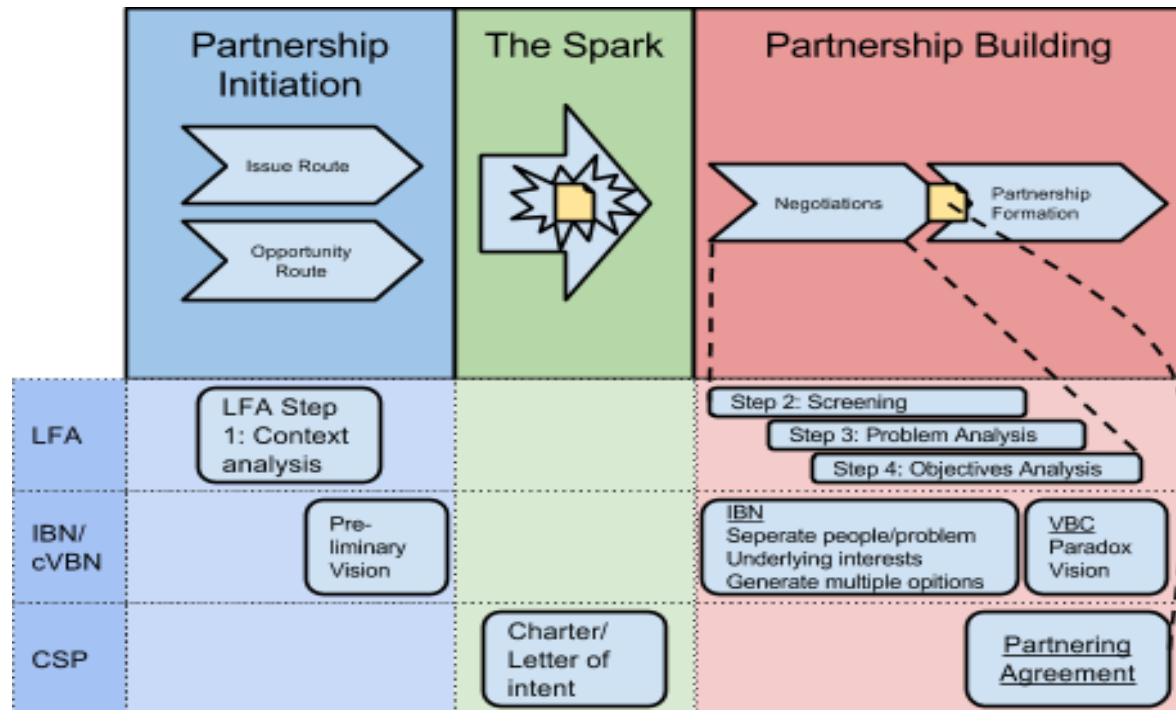


Figure 1 Partnership Formation stages