



SOCIETY OF
RESEARCH
ADMINISTRATORS
INTERNATIONAL

Red Lines & Bottom Lines: Mastering Contract Negotiation

~~3. Conduct. Provider shall require any Personnel of Provider assigned to facilities or through SPONSOR systems on behalf of Provider hereunder to observe rules, procedures and policies of SPONSOR, including but not limited to, as set forth at https://content.Sponsor.com/mcontent/static_assets/Media/105 to time (collectively the "Third Party Worker Rules"). Provider shall certify that Provider understands the Third Party Worker Handbook (and Third Party Worker Rules) prior to providing Services on behalf of SPONSOR. A form of this certification of Compliance. SPONSOR reserves the right to audit Provider's certification in compliance with the above requirements. Any violation of the Third Party Worker Handbook by Provider to perform hereunder shall be deemed a violation of this Agreement if Provider had committed the violation.~~

41.1 Deliverables. Right, title, and interest in and to all Deliverables, and all including without limitation any inventions, copyrights or copyrighted materials (including source code and object code), documentation, databases, and other work product, shall vest solely in the Party that first conceives, creates, or develops such property. Provider shall grant a nonexclusive, royalty-free license to SPONSOR to use such copyrighted materials for informational or promotional purposes.

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Office of Sponsored Programs
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Objectives

8. Indemnity.

(a) *Indemnified Parties & Claims.* The "Indemnified Parties" shall include the officers, directors, shareholders, parent

- Improve negotiation communication strategies
- Confidently manage pushback and objections
- Use persuasion to align interests and drive outcomes
- Frame negotiations as value-creating, collaborative efforts

gives Provider prompt notice of such in
set forth in the preceding sentence incli

8. Indemnity.

Strategic Mindset

- Negotiation: not a battle—but a **strategic conversation**
- Focus on long-term relationships and mutual value
- Define your non-negotiables **vs. flexibles**

Parties Recipient harmless against any
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Institution Type & Structure

- Public
- Nonprofit on behalf of Public Institution
- Private
- Nonprofit on behalf of Private Institution
- Nonprofit (non-institutional)

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Non-Negotiable



Contracting with State Entities

The following provisions are applicable to State offices, agencies, departments boards, bureaus, commissions, institutions, agencies, boards, commissions, and other entities of the state procuring goods and/or services pursuant to O.C.G.A. § 50-5-50 et seq. ("State Entities").

Please be advised that State Entities are unable to agree to certain revisions to the standard state contract. Revisions that would provide an unfair competitive advantage, including but not limited to those that materially change the terms or the requirements of the solicitation, will be rejected by the State. Please note that this guidance is not all-inclusive, and State Entities reserve the right to negotiate all terms and conditions. If a supplier and a State Entity are unable to come to mutually agreeable terms, the supplier will not be awarded a contract.

1. Indemnification and/or hold harmless.

As provided under O.C.G.A. § 50-5-64.1(a)(1)(A), contracts shall not contain a term that requires State Entities to defend, indemnify, or hold harmless another person (the term "person" also includes "corporations," see O.C.G.A. § 1-3-3 and O.C.G.A. § 1-2-1). Any such provision in a contract shall be deemed void and the contract shall be otherwise enforceable as if it did not contain such term. Moreover, State Entities are prohibited by the Georgia Constitution from agreeing to any such provision as they have been determined to violate the prohibition against gratuities, pledges of the State's credit, and an unauthorized waiver of sovereign immunity. (Ga. Const. Art. VII, § IV, ¶ VIII; Ga. Const. Art. III, Sec. VI, Par. VI; 1980 Op. Att'y Gen. 80-67; 1974 Op. Att'y Gen. 74-115; 1980 Op. Att'y Gen. 80-67.)

2. The Georgia Attorney General Represents the State of Georgia.

Pursuant to Ga. Const Art. V, § III, ¶ IV and O.C.G.A. § 45-15-3, the Attorney General represents the state of Georgia. Additionally, O.C.G.A. § 50-5-64.1(a)(2)(A) provides that contracts shall not contain a term that provides for a person other than the Attorney General to serve as legal counsel for the state or for any agency, authority, board, bureau, commission, department, institution, or any entity thereof. Any such provision in a contract shall be deemed void and the contract shall be otherwise enforceable as if it did not contain such term.

3. Warranty/Guarantee.

Any provision that requires a State Entity to unconditionally assure or promise a certain result or outcome. The Attorney General has advised that warranty provisions requiring State Entities to provide a warranty violate the prohibition against pledges of the State's credit and the prohibition against gratuities by the State. The reason is that resources may have to be expended to satisfy such warranty or guarantee.

4. Venue.

As provided under O.C.G.A. § 50-5-64.1(a)(2)(B), contracts shall not contain a term that provides for a venue for any action or dispute other than the Superior Court of Fulton County, Georgia. Any such provision in a contract shall be deemed void and the contract shall otherwise enforceable as if it did not contain such term. See also O.C.G.A. § 50-21-1.

5. Governing Law.

As provided under O.C.G.A. § 50-5-64.1(a)(2)(C), contracts shall not contain a term that provides for the contract to be construed in accordance with the laws of another state. Any such provision in a contract shall be deemed void and the contract shall be otherwise enforceable as if it did not contain such term.

Non-negotiable

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Artful Communication

- Use clear, intentional language
- Stay calm and centered under pressure
- Mirror and label:
 - "It sounds like..." / "I hear you're concerned about..."
- Avoid defensive phrasing—opt for curiosity instead

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Articulating Your Position

- Start with **“why”** – the reasoning behind your stance

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Articulating Your Position

- Start with **“why”** – the reasoning behind your stance
- Frame proposals in terms of **shared goals**
- Use data and examples to strengthen your case

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Handling Pushback

- Acknowledge emotions and concerns
- Reframe objections: “What would make this work for you?”
- Don’t react—**respond**
- Techniques: Delay for clarity, chunk information, repeat key messages

8. Indemnity.

Securing Buy-In

(a) Indemnified Parties & Claims. The “Indemnified Parties” shall include the officers, directors, shareholders, parent companies, successors, and assigns. An “Indemnified Party” shall mean any individual or entity who is named as a party to any claim or litigation.

- Engage stakeholders early and often
- Use inclusive language: “We,” “Let’s find a path...”
- Give people space to feel heard before presenting alternatives
- Close with benefit-driven outcomes

Parties Recipient shall be held harmless against any claim or litigation that gives Provider prompt notice of such In such event, the Provider shall be set forth in the preceding sentence includ

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Collaborative Problem-Solving

- Frame as “us vs. the problem,” not “us vs. them”
- Explore **shared interests** and **mutual constraints**
- Jointly brainstorm creative solutions
- Document areas of agreement to build momentum

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Persuasive Techniques

- Social proof: “Other partners have adopted similar terms...”
- Anchoring: Start with a strong, reasonable first offer
- Contrast: Frame your proposal next to a less ideal option
- Reciprocity: Offer concessions strategically

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Creating Win-Win Agreements

- Focus on outcomes, not positions
- Align terms with shared values and mission
- Ensure clarity: summarize agreements, highlight key points
- Protect your priorities—without being inflexible

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Practical Scenarios

- Intellectual property rights
- Payment terms
- Termination for convenience
- Indemnification

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Key Takeaways

- Be strategic, not reactive
- Communicate with clarity and empathy
- Embrace objections as openings
- Negotiate for value and partnership

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