



Influence  
Ecology

### MAP STUDY PAPER 4

Welcome to your fourth Mechanics and Practice Study. This program is reserved for those members of Influence Ecology who have successfully completed the Fundamentals of Transaction program, or other prerequisite study, and participation is by invitation only.

This program is a study in the fundamental science and practice of transacting powerfully in the marketplace.

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## MATERIALS REQUIRED

The following books are required for this study:

**Influence – Science and Practice** by Robert Cialdini

**Spark – The Revolutionary New Science of Exercise and The Brain** by John J. Ratey, MD

**Your Brain at Work – Strategies for Overcoming Distraction, Regaining Focus, and Working Smarter All Day Long** by David Rock

## STUDY WORKSHEETS

Study Papers will include Worksheets. Please download and save the Study Worksheets that accompany each Study Paper and follow the *Submission Instructions* outlined in the Worksheet.

## THE CONDITIONS OF TRANSACTION

The FOT Program introduced three fundamental models designed to assist in the embodiment of complex systems - the *Conditions of Life*; the unavoidable and immutable conditions each of us are transacting to satisfy – the *Transaction Cycle*; the series of moves made in every transaction – and *The Thirteen Steps*; a means to think accurately about the architecture of a satisfactory primary transaction.

We will now correlate these by introducing *The Conditions of Transaction*; the unavoidable and immutable *Conditions of Transaction* that satisfy a primary transaction. **The revelation here is that each move in the transaction cycle is itself a transaction cycle.**

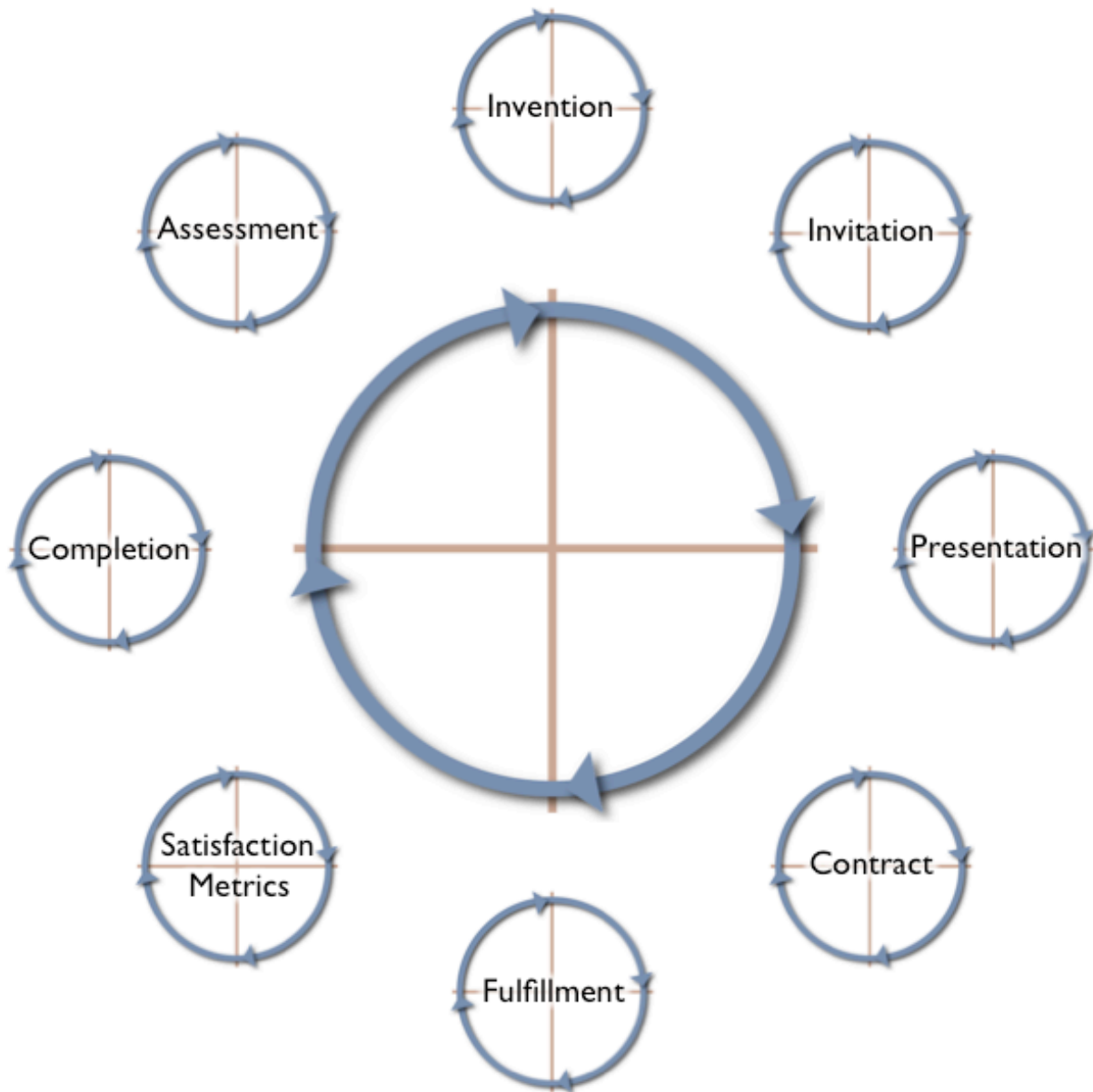
**This program’s focus is the mechanics of each Condition of Transaction (see diagram below).**

We began in MAP Study 2 with the ‘[Condition of Transaction: Invitation](#)’ and with each Study Paper we will move clockwise around the Transaction Cycle. As an example, the articulation of the [Condition of Transaction: Invitation](#) for your own offer, will assist you in the:

Invitation of the Invitation  
Presentation of the Invitation  
Contract of the Invitation  
Fulfillment of the Invitation

Satisfaction Metrics of the Invitation  
Completion of the Invitation  
Assessment of the Invitation and  
(Re)invention of the Invitation

**Each Condition of Transaction will influence your thirteen steps and vice-versa. Each Study will influence, build and focus your entire offer over the next year and for many years to come.**



### INTRODUCTION TO BUILDING THE TRANSACTION FOR CONTRACT

When Primary transactions reach the Contract phase, the mood, attitude and mental state of those involved are almost certain to change. The transaction begins to transform from being a dialog about something that is possible to a dialog about something that must be acted on. The reality of the transaction in terms of obligation and sacrifice (what may be lost if the transaction continues) confronts the mental constructs formed during the Invitation and Presentation of the offer.

The world of possibilities and futures as solutions to breakdowns begins to narrow into a kind of confrontation of reality. Generally speaking, the transaction moves into a phase that forces the parties to bring an imagined world that exists in the mind, into the objective world of new or different threats, consequences, obligations and sacrifices. If the opportunity and/or threat articulated in the conceptual stratosphere of possibility are accepted as valid solutions by a potential customer, then the offer must

survive a kind of reentry – back to earth so to speak – as the transaction becomes more grounded. It becomes ‘real’ as terms and conditions for behavior narrow into a defined set of promises to act or not act.

The Contract phase is a kind of “meeting of the minds.” Prior to Contract, the parties involved hold certain narratives or expectations in their minds for how the transaction will fulfill on the promises made. All parties are seeking to satisfy certain Conditions of Life through the transaction. They imagine that the other will act in a certain way and that they will keep their promises. They imagine what is expected of them and Invent narratives for how they see themselves acting in the process. They bring all their knowledge and experience with them as they move into the Contract Phase.

Given that the Contract functions as the articulation of the objective steps that each party agrees to take to fulfill their side of the transaction, it may or may not coalesce with the narratives held by the other parties to the Contract. The narratives each party hold are now measured against the objectivity and definitiveness of the Contract. The parties are confronted with the reality of a specific process for acting, and their willingness to accept the Contract terms, obligations and sacrifices depends greatly on how far removed their notions are from the terms articulated in the Contract. What occurs is often a confrontation between their narratives, their imagination, their subjective view of the world prior to being confined by the terms and conditions of the Contract, and the Contract itself. These must coalesce for there to be a “meeting of the minds.”

Until this meeting of the minds occurs, no effective action takes place. We define power as organized effort. Power in the marketplace is the organized and coordinated effort of others to perform specific and effective action. The Contract Phase serves many purposes as it transforms the subjective world of possibility into an objective world of coordinated and specific action – and allows for the organized effort of many to produce the outcome intended by all parties.

As you expand on your understanding and appreciation of the importance of the Contract Phase, you will notice new ways to think about how to use it to move your transactions more effectively. The Contract itself serves many purposes beyond those that are generally known and accepted – that being the legal construct on which the transaction holds its authority, enforceability and viability. The following is provided to support your thinking as you consider the work you will do on the Thirteen Steps and Inventing Contracts in this Study.

Keep in mind that you are ‘Inventing’ and the moods and attitudes appropriate for Invention are subjective and imaginative. Considering Contracts as a transaction will take some reorientation for some. There are objective requirements that make a contract a legal and powerful element to transacting in the marketplace – so we will begin with these first. But our intention here is to build a transaction called Contract – which includes far more important elements to gaining compliance than is generally considered. This may require some new thinking, study and practice on your part.

A word of caution – do not allow yourself to fall into bad moods or despair over transactions where you have not properly or accurately Contracted. You may find through this study that you have not or are not moving powerfully as a result of your lack of knowledge and practice with Contracts. If you allow yourself to fall into moods of regret or worse, you will miss the opportunity of learning. There will be plenty of time to reconsider any transactions you are currently in and any action you take now, before you have gained the specialized knowledge of this program and are prepared to transact powerfully, is a mistake. Do not take any action that threatens your well being, Career, or financial situation until you are prepared to transact effectively for a more advantageous situation.

## CONTRACTS 101: OFFER, ACCEPTANCE, AND CONSIDERATION

Contract is defined in *Black's Law Dictionary*, as “an agreement between two or more persons which creates an obligation to do or not to do a particular thing.” It is easy to consider it a mutual promise. The constitutive elements of a Contract are *offer*, *acceptance*, and *consideration*. A Contract needs to define each to be enforceable. In general terms, someone must be willing to enter into and make apparent the terms of a bargain and someone else is willing to accept the terms – and there has to be something in it (of value) for both sides.

The complexities associated with these elements are vast. We will not endeavor to distinguish and define them beyond this simple and most general description, however, any ambitious adult who intends to transact effectively for the attainment of their Chief Aims in Life must know what constitutes the most general knowledge in Contract law. If you cannot define the most general aspects of Contract law, you must commit yourself to learning the general knowledge of Contracts. If you do not hold specialized knowledge in the discourse, you must transact for professional help.

### **Must Be Written:**

Though oral agreements can be as binding as written ones, they are not easy to prove and in some cases will not be upheld in a court of law. Courts will simply not enforce many kinds of Contracts unless they are in writing and meet the standards for a legal contract in specific jurisdictions. Holding firm to William Goldman's famous line - “*A verbal agreement isn't worth the paper it is written on*” is our standard for this Study. Therefore, a Contract, as defined in Influence Ecology, is only a Contract if it is written.

At the very least, a short written agreement, deal memo or more commonly used “letter agreement” that outlines the most general terms and conditions that must be satisfied for the transaction to meet the satisfaction of all parties involved is a must. Any agreement should contain the following:

- Names of the parties to the Contract which should be the legal names and addresses of the parties that (unless otherwise stated) serve as the place for legal notices should any subsequent communication or correspondence be required or necessary
- The date the agreement is supposed to take effect
- A description of what the party making the offer is supposed to do including specifics as to when, where and for how long
- A description of what the party accepting the offer is supposed to do including specifics as to when, where and for how long
- A description of any specific thing(s) each side is NOT responsible for – or is willing to be held legally liable for
- A confidentiality statement if sensitive information is to be made available or exchanged
- A description of process, penalty, relief or remedy in case of a breach by either party
- An ‘integration clause’ which protects the parties from a claim that there are other parts to your transaction that you didn't write down, or that somewhere down the line one party verbally (or otherwise) agreed to change things. In simple form it may read: “This agreement contains our entire understanding and cannot be changed by any means other than mutual consent, in writing”

- A specific place on the written document for each party to sign and date the agreement

Written Contracts serve other purposes. The following is intended to inspire your thinking as you move through your Thirteen Steps and Invention of the Transaction for Contract.

### **Reference and Reminder of Terms and Conditions**

As we know, memories are short and often convenient. Contracts serve as a valuable reference point for concerns, issues and considerations that arise as transactions mature and evolve. All manner of situations arise as human beings transact over a period of time and inevitably issues arise that may not be clearly objective in the day to day operations of Fulfilling the transaction. In many cases the Contract serves as a reminder of the terms and “intent of the agreement” (transaction) between the parties. People will move to take advantage of situations as specialized knowledge becomes general. Moods and attitudes change and as a result, they may begin to take actions that are inconsistent with the original agreement as they learn. The Contract serves as a reminder of the terms and conditions that were agreed to prior to the attainment of the specialized knowledge on which they now rely.

Influence Ecology teaches that transactions are dynamic, co-constitutive, and exist in an ever-changing construct of human interaction. It is wise to consider that as the dynamic between parties evolves, the transaction will and must evolve over time. How this occurs can produce a co-constitutive relationship that satisfies both parties, but only those who are prepared for the inevitabilities of this dynamic. Those who are prepared will be able to transact effectively, early on, to either preserve or protect the current situations or allow for even more beneficial transactions to follow. Some Contracts need to consider that the parties to them will learn as they transact and plan to secure specialized knowledge and beneficial positions in their Contracts. Others need to consider the opportunities of expanding relationships if the transaction proves highly beneficial and account for these possibilities before the other party becomes educated.

The thinking here is to Invent the Transaction for Contract knowing in advance that you will return to it as the transaction evolves.

### **Parties to Contracts Change**

A written agreement is evidence not only for the parties to the Contract but those who later have to live with it. There are numerous incidents and situations that describe how the parties of a Contract change and include death of a principle, acquisition, legal matters, etc. Invent your Contracts with this in mind. Consider what will happen if the parties to your Contract change.

This is also an effective weapon for negotiating with those who may be sensitive to the objective nature of the Contract Phase, or attempt to dilute specific terms and conditions in the name of “trust.” Making it known that you are sensitive to the fact that parties to Contracts can change for any number of reasons, will help mitigate some of the objective detail that tends to affect those not prepared for the harsh realities of Contracts.

### **Provide Clarity and Thought**

The process of the Thirteen Steps and Invention of Contracts as a transaction provides an opportunity for accurate thinking and assessment with regard to the obligations and sacrifices you are or are not willing to make. It forces you to be specific and can force you to take into consideration all manner of details and concerns you might otherwise not have addressed. The process of Study and Invention allows you to work through initial concerns, obligations and legalities of Contracts generally and specifically. In some ways it becomes the written manual for the relationship between parties. It can alert you to the aspects of your transaction that are missing, weak or all too often simply misguided or naive.

Contracts provide clarity and thought for exactly what promises you can fulfill on and perhaps more importantly, those that you ought not to.

### **Forces Objectivity and Consideration of Breach**

The process of working through a written agreement provides for objectivity with regard to specific and measurable action for the parties involved. When properly considered and written effectively, the Contract can provide the blueprint for the realization of the compliance measures required of a transaction. Contracts build the context, structure and origination required for the fulfillment of transactions.

A written agreement takes into account the possibility (if not the inevitability) of a breach. The specter of litigation is always present in any transaction but the very existence of a written agreement encourages its compliance. A good written agreement includes threats of penalty and describes means of remedy in the event of a breach by either party.

Agreements are not a demonstration of trust. “Agreements and Contracts may seem to reinforce trust, but this is misleading. It is more accurate to say that they often replace trust, that they explicitly spell out the possibilities of (and penalties for) betrayal, and as such represent the antithesis of trust. It is a mistake to think that Contracts precede or establish trust. There can be agreements in the complete absence of trust, typically with elaborate enforcement mechanisms. Simple trust, the sort of trust that is celebrated in [casual friendships] or a well-cared-for dog, is not the paradigm to follow [when relating to Contracts], but neither is the lawyer’s fantasy of an iron-clad” contract.”<sup>1</sup>

### **Demonstration of Commitment**

There is a ceremonial value to the execution of Contracts. The symbolic and public declaration involved in signing a Contract is one of the few remaining ceremonial elements that produce significance and importance to transacting with integrity, ethics and dignity. A public event, rather than a simple document exchange via courier or email, can be used powerfully if Invented correctly.

As part of your Transaction for Contract, it serves you to produce an identity of ‘ceremony’ as a public demonstration also serves as a strong use of the weapon of influence Commitment and Consistency. A public demonstration or recognition of the Contract makes it difficult for the accepting parties to renege on the agreement. We recommend that whenever possible, make the commitment of important parties to a Contract public, especially inside the Specific Ecologies in which they may transact regularly and depend. Invent and build the ‘ceremony of Contract’ as part of your Transaction for Contract.

## **THE DEAL KILLER**

*“The best way to kill a deal is to get a lawyer involved.”*

Lawyers are often credited with killing deals. There is no doubt that there are many cases where overzealous and/or highly preservational legal professionals have derailed what appeared to be an otherwise “good deal” – but generally speaking we see this occurrence as a breakdown in lack of knowledge on the part of the principals to the transaction, and in that case, the exception and not the rule.

When carefully inspected, the reason transactions become ‘bogged down’ or derailed when legal professionals get involved is usually not because of the ‘lawyer’, but rather the process of “involving” the lawyer. It is because the transaction is not properly Invented or built, and the Contract Phase is not

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<sup>1</sup> *Building Trust in Business, Politics, Relationships and Life*, Robert Solomon & Fernando Flores (Oxford Press, 2001)



understood or constructed as a transaction itself; it is not an integrated function that supports the overall Primary Transaction Cycle.

Hiring a legal professional is a transaction. When lawyers are transacted with properly and then fully informed of the purpose, intent, satisfaction metrics and ambition of the Primary Transaction for which you seek their counsel, more likely than not, they become a useful strategic tool in the overall transaction. This is preferred rather than their merely serving a tactical relationship that enters the transaction from a distance and is compelled to take action strictly from their orientation and perspective.

When professionals are used tactically, they will be less willing to risk taking a "transactional" approach. Instead, they will take a highly preservational approach, opting to counsel against taking risks - which they should since this is their job. In this situation, they are Contracted with you to say no and to point out the risks of any term or condition in the Contract that poses a threat, and from that orientation, every significant term and condition could be said to hold some risks.

It is the responsibility of the principals of the deal, those who are making offers, to draft their Contracts with their councilors such that they are an integrated and strategic component of the overall transaction and not some secondary source of validation or simple protective measure.

It is useful to consider that no Contract is 100% foolproof under every conceivable situation or circumstance. Ultimately a deal is only as good as the people in it, and risk is an inevitable part of the game of transacting.

As a general rule it is useful to consider that if a lawyer can kill a deal, the deal is not properly Invented, built or effectively executed. More specifically, the transaction with the Lawyers themselves is likely not properly built.

Contracts should not, as a general rule, hold any unreasonable or unexpected surprises that are so out of sync with the intent of the principals' interest that the transaction should fall completely apart. Yes, there will be situations and circumstances where specific terms and conditions simply cannot be agreed to, but these situations will more often be the exception for ambitious adults – not the rule. To push the point even further – when ambitious adults build thoughtful and effective transactions that include offers others compete to accept, Contracts tend to be less of an issue.

Ambitious adults hire lawyers, and they understand that the attorney's job is to protect their client to best of their ability. They are not hired to be creative. That means they are not looking for ways for you to agree to terms and conditions, but rather, they are doing their best to build barriers to you getting hurt. Their job is to mitigate the risk of you ending up on the wrong side of a negative situation. When ambitious adults who intend to transact effectively for the attainment of their Chief Aims in Life understand Contract as an important and constitutive element of every transaction, they move to Invent their 'Transactions for Contract' strategically and purposefully. They carefully consider which terms and conditions are negotiable and which ones are not. They are rarely surprised at the counter offers they receive during the Contract Phase. For those most practiced in the art of Transactions, the use of Contracts as a tool for assessment of the transactional behavior of the customer is common. In some cases, masters of this Phase will purposefully allow certain terms and conditions to be added to Contracts to offer opposing council plenty of opportunity to make changes and offer alternative language and demands in their counter offers.

Most of your prospective customers use legal professionals as tactical resources rather than strategic ones. They will not consider the overall strategies of the Contract as an integrated part of the transaction, but will instead, treat the Contract as a unique and/or separate situation. In this situation you ought to plan and prepare for the inevitable mood, attitude and purpose the 'outside' council will bring to the transaction.

Generally speaking, an individual or company that moves in a highly preservational manner or is “over-lawyered” (as they say) tends to be a high cost transaction and more often than not – turns out to be difficult to transact with over time. This is not always the case, but it should satisfy most business professionals to consider that highly valuable transactions exist in specific ecologies that are big enough to decline high cost transactions.

When properly Invented, the transaction for Contract takes into account the moods, attitudes and states of mind of the specific ecology for which the transaction is a solution. It does not assume that the transaction ought to occur in the mind of the parties some other way than ‘objective’ and perhaps predictably ‘confrontational’ – and as a result – invites parties to the transaction for Contract prepared for exactly what they are going to be receiving.

Highly effective and recurrent transactions integrate the most important and confrontational aspects and conditions of the Contract in the Presentation of the offer. Depending on the complexity of the Contract itself, many professionals include a formal Presentation of the Contract where the major provisions are presented, explained and opportunities to discuss are a condition for acceptance of an offer.

If you are concerned about any situation where a Center of Influence, or major player, in a limited and high ecology is a factor – use your influence to gain access to the terms and conditions of the current Contracts being offered or accepted by them. You may be surprised to find that major players are willing to offer their terms and conditions if requested. Inquire about the process your prospective customers have in place for Contracting. It can be highly beneficial for you to involve their legal council early in the process. Also, without taking any illegal or unethical action, you may be able to locate current Contracts of major players in all kinds of places. High profile Centers of Influence are often written about in the Current or public media or markets. They may be sampled in educational or academic situations, trade organizations, vendor relationships, or required to make some information available if the company is public. There are many perfectly acceptable moves to make to locate the terms that might be a concern long before you are offered the Contract. We do not recommend that you ask others to divulge confidential or damaging information. Move and act powerfully and ethically in all cases.

## **BUILDING THE TRANSACTION FOR CONTRACT**

### **The Thirteen Steps**

The continuing work you must do on the Thirteen Steps to Building Your Primary Transaction will evolve and expand with each Study. In this Study, you will concentrate on the Contract phase of your Primary Transaction. Through the use of the Thirteen Steps, you will expand your thinking of Contracts as a transaction. You will see new ways of thinking about ‘Contract’ that will support your work in the other Moves and Phases.

The work you do in this Phase will have you reconsider some of the work you have done in the previous Moves and Phases. As a result you will continue to work on the Transaction for Invitation and the Transaction for Presentation – adding language, tactics and practices that will support moving your Primary Transaction more effectively through the Contract Phase. This will continue throughout the process of your work in MAP.

Each Move and Phase is in and of itself its own transaction. Every primary Move and Phase is a transaction that requires careful consideration and use of the Thirteen Steps. Your understanding and ability to apply the Thirteen Steps will be demonstrated throughout the program as you become more and more related to the fact that we are always transacting and all transactions are built on the same fundamentals.

For this Study you will complete the Thirteen Steps for Building the Transaction for Contract and Invent the Transaction for Contract.

## WRITE YOUR MANUAL

Keep in mind that the purpose of this work is to guide you in articulation of the action required to produce effective and powerful transactions. You are doing the work that will allow you to write your manuals for each Move and Phase in your Primary Transaction Cycle.

MAP Study Paper 10 will guide you in the construction of the minimally acceptable elements required to successfully complete your manual and your MAP program. This final study will guide you through the thinking and construction of the following:

- Cover / Cover Page
  - Name / Title Page
  - Logo Treatment Page
- Executive Summary
- Thirteen Steps for your Primary Transaction
  - Articulate your Aims for Each Condition of Life
  - Evidence the State of Mind of an Ambitious Adult and Prove Fitness
  - Demonstrate Accurate Thinking in General Knowledge
  - Demonstrate Accurate Thinking in Specialized Knowledge
  - Identify Personality and Transactional Behavior
  - Articulate Your Solution to a Substantial Breakdown in a Specific Ecology
  - Specify Your Customer
  - Invent the Transaction for Each Condition of Transaction
    - Transaction For Assessment
    - Transaction For Invention/Re-Invention
    - Transaction for Invitation
    - Transaction for Presentation
    - Transaction for Contract
    - Transaction for Fulfillment
    - Transaction for Satisfaction Metrics
    - Transaction for Completion
    - Transaction for (Re)Invention
  - Apply the Weapons of Influence for Each Condition of Transaction
  - Apply Concentration and Focus
  - Build and Expand your Influence Ecologies and Cooperation
  - Study the Environment and the Current

- Plan for Reinvention
- Biography
- Acknowledgments
- End in View

For now we invite you to see this as a guideline to organize your thinking - and the final aim of this twelve-month study. You will be specifically guided on the articulation of each aspect of the above in later MAP Study Papers but for now you will focus on the Thirteen Steps for your Primary Transaction.

You are welcome to begin assembling these in advance of them being requested or explained, however, please note that in doing so you may produce unnecessary labor in advance of understanding.

### INVENTING THE TRANSACTION FOR CONTRACT

The Worksheet will guide your thinking and planning as you consider the Invention of the Contract Phase as a transaction.

Some of you will have specialized knowledge that goes far beyond what we recommend in some areas, and others will recognize that this introduction to certain distinctions, principles, practices and disciplines is insufficient for your current aims, and you will need to seek additional specialized knowledge and professional help.

Use this Study and the Worksheet to inform your thinking subjectively and to help you produce the articulation required to move objectively. This is your Study – make it your own.

### INVENTING INVITATIONS FOR CONTRACT

#### Invitation for Contract

An Invitation is a form of an offer that is extended to a *specific customer* where the result is the acceptance or the decline to hear (attend/receive) a formal Presentation – in this case the physical Contract itself.

The Invitation for the Contract Phase is most often an afterthought and rarely considered an important element of the process. Make no mistake about it; this particular element is an important aspect of setting the appropriate and proper mood for the acceptance of the Contract. When the Invitation for Contract is carefully and thoughtfully crafted it allows for an initial acceptance on the part of the customer to recognize the sensitivities you are bringing to the importance and objective nature of the Contract Phase.

The Invitation for Contract is an offer made to an individual to receive a formal Presentation of the Contract itself. It is an important step in the process for supporting the shift of mood and attitudes as your Primary Transaction transforms from a subjective to an objective orientation. By making an effective Invitation, you begin the process of establishing a level of importance and trust in your processes and ability to transact.

### Presentation of Contract

The Contract Presentation is a formal Presentation of the Contract for the Primary Transaction. Ideally, all Contracts are Presented to the extent that the customer understands the terms and conditions and has an opportunity to address any element that is unclear.

Prepare for each Personality. Consider what your Presentation would entail for an Inventor, Performer, Producer or Judge. If appropriate, include your Performer, but ideally, the Presentation is best facilitated by a Producer, accountable for the Fulfillment of the Contract.

### The Contract

The Contract itself (the actual written document) is an important element. It is a representation of your entire transaction. It can support or diminish your identity, transactional behavior, as well as demonstrate a level of professionalism and capability that no other single document can throughout the Primary Transaction. Contracts are a 'big deal' and when treated as such, carry a kind of authority and narrative that supports the intentions of the transaction. How they look, feel and are treated matters. Consider carefully what your Contracts produce in terms of mood and/or attitude.

### Contract Fulfillment

All matters that are concerned with the execution of the Transaction for Contract are planned, managed and handled as part of your Fulfillment plan. Any work that is required to make and satisfy the Transaction for Contract is done as part of the Plan for Fulfillment for the Contract Phase.

The work you will do in Fulfillment of your Contract is a subset of the overall Fulfillment Plan of your Primary Transaction. The systems and structures for organizing and facilitating all of the action required to produce effective Contracts is considered here. The more detailed, deliberate, concentrated and focused you are in your thinking and planning as you Invent the Contract Phase, the more successful you will be in articulating and executing your plan in practice.

### Contract Satisfaction Metrics

As with any transaction, Fulfilling on the execution of Contracts will only be useful if you are collecting the proper results in a form and fashion that can be evaluated and properly assessed for their compliance. The metrics for the Transaction for Contract should be collected on a periodic basis and as often as needed depending on the nature of your offer. It is most useful to gather and report metrics on a regular schedule.

In highly sales driven offers where many Invitations, Presentations and Contracts are Completed on a daily basis, metrics should be gathered just as often. Weekly reporting is standard for most transactions.

Keep in mind that Satisfaction Metrics are Compliance Measures. Once the Fulfillment is Complete, and Contracts are executed (or not), the numbers are gathered for further evaluation and Assessment. Some transactions have highly complex Contracts and there may be many metrics to consider with regard to the terms and conditions accepted or countered. Other transactions do not require complex Contracts and the only measures that need be captured are those related to the overall metrics for the transaction to Fulfill – as in the number of Contracts required to satisfy the aims of the Primary Transaction.

### Contract Completion

Few people understand the importance of the Move Complete and this is doubly so in the Contract Phase. It is rarely taken seriously and as a result, many opportunities for the expansion of identity, authority, commitment and consistency, and more are left unattended.

Formal demonstrations for the Completion of the Transaction for Contract lead to proper Assessment, Reinvention and importantly – future business. The Move should be consistent with the nature of your offer and/or industry, and appropriate to generate the proper moods, ethics and intent for your overall goals for the Primary Transaction.

Depending on the nature of your Offer, demonstrations of Completion can be as simple as a thank you note, evaluation form, or personal call, or as elaborate as a gift, social occasion or formal Presentation. Many industries have traditions for signing Contracts that are standard operating procedure. The important consideration is that you take an action that is appropriate to your Offer, one that preserves future opportunities with those prospects you may want to Invite again, and produces a sense and clarity for yourself and those to whom you do not intend to make future invitations. (See “Demonstrations of Commitment” above.)

The goal is to leave every transaction with no further action to take other than to move into the Assessment Phase for yourself and/or with your team.

### Contract Assessment

All questions about the process and effectiveness for moving the Contract through the cycle are considered in this Phase. What tactics, weapons and strategies are most effective in moving the Contract through the Moves and Phases of the Transaction? What is missing in the processes? Which terms or conditions cause the most agitation or confrontational reactions?

As a transaction itself, does the Contract Phase support the intentions of the Primary Transaction and move the transaction forward quickly and effectively? What aspects or elements of the Phase or the written agreement itself need to be assessed for Reinvention? In all cases, once the Transaction is Fulfilled, Satisfaction Metrics are captured and the transaction is Complete, it is then Assessed and continues as is or is reinvented or exhausted. This is true for the Transaction for Contract as well.

## REALITY AND CONTRACTUAL EXCHANGE

The socioeconomic constructs that are organized in order to ensure that human beings are able to survive and coexist with one another allow for some remedy if one party to an agreement fails to keep their promise to act. Our modern transactions are complex versions of the methods of survival that originated with early mankind. Inherent in our human behavior is our recognition that we must coexist with others to survive and we continue the evolution and development of social constructs that support our need and ability to do so through our modern marketplace transactions. This understanding lives in the background of all we do – it is the framework and integrity that gives rise to our transactional Selves. Our transactions with one another affect a broader spectrum of interactions and we are therefore not left alone in endeavors when we move to make or accept offers in the marketplace. Every transaction, regardless of its complexity, carries with it a societal cause and effect, and societies intervene as a result. Laws, regulations, currency, and other constructs provide the opportunities and threats for transacting in a society.

In our *money economy* all kinds of constructs exist to maintain transactional balance. No individual can satisfy their needs over a long period of time, and as a result we have organized ourselves around social constructs. As social beings we must coexist to survive. To accept an offer and agree to act or not act in a

defined way over a specific period of time, carries with it certain threats, obligations and consequences, not only between the parties to a Contract, but as party to a larger society. Social identity, legal recourse and all manner of opportunity or threat are affected by one's choices when they transact.

A transaction gains importance to the ecologies in which it is a part, as promises to act become explicit and compel others to take action. In other words, it is not separate from the constructs built to support it. What expands is its capacity to provide benefit for a broader ecology, not just those who are specifically party to it. Therefore society, through its economic constructs, becomes party to the transaction in a greater capacity and authority. Transactions generate transactions. The *money economy* rests on this principle. The survival of a thriving economic system relies on people keeping their promises; promises are made real and enforceable by the system through Contracts.

Out in the real world you're constantly forming Contracts: when you buy a movie ticket, order a meal in a restaurant, pick up the nasty little disclaimer from the parking attendant. These deals are part written, part oral, and part implied. They're standard, usually cause no problem, and can be analyzed easily using traditional notions of offer, acceptance, and consideration. But as we apply these principles to more sophisticated transactions, deal making gets treacherous.<sup>2</sup>

As you move forward in your study of the specialized knowledge you will need to know in legal matters concerning your specific transaction, keep in mind the legal doctrine of *promissory estoppel*. Basically it says that if you make someone a reasonable promise and they rely on it to their detriment, you [can] be held to that promise; in other words, [you may find that] you've got a deal – like it or not.<sup>3</sup>

## DELIBERATE PRACTICE

Deliberate Practice is characterized by five essential and necessary elements, which are:

1. Designed specifically to improve performance
2. Repeated a lot
3. Feedback is continuously available
4. Highly demanding mentally, and
5. Not much fun

This program is designed to support the Deliberate Practice of the study and application of the Fundamentals of Transaction.

If you have not committed these five elements of Deliberate Practice to memory and can articulate your understanding of each as it pertains to your Primary Transaction – it is unlikely that you are applying them consistently. You must be able to speak it before you can act it.

## YOUR BRAIN AT WORK

*By David Rock*

Read the book in its entirety. If you have read the book once before, scan and review the book to insight your memory of the key aspects and distinctions. Read any section you notice that you find unfamiliar or do not remember from your previous reading.

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<sup>2</sup> *Deal Power* Marc Diener (Owl Books 1997)

<sup>3</sup> *Ibid*

## SPARK – THE REVOLUTIONARY NEW SCIENCE OF EXERCISE AND THE BRAIN

*By John J. Ratey, MD*

If you have not read the book *Spark*, read the book before completing this Study. If you have read the book once before, scan and review the book to insight your memory of the key aspects and distinctions. Read any section you notice that you find unfamiliar or do not remember from your previous reading.

## INFLUENCE – SCIENCE AND PRACTICE

*By Robert Cialdini*

Embodying the Weapons of Influence means that you understand, can apply and are able to correlate them to situations and circumstances to gain the compliance of others.

You will be asked to demonstrate their use throughout this program. Refer to and use the book as you consider Inventing your Transaction for Contract.

If you have read the book once before, scan and review the book to insight your memory of the key aspects and distinctions. Read any section you notice that you find unfamiliar or do not remember from your previous reading.

Be prepared to demonstrate your understanding of each weapon and prepare a 2 to 3 minute presentation of your use of at least one Weapon of Influence that resulted in a successful outcome.

## PROGRAM MEASURES

If you have any question or concern regarding any aspect of the program measures please contact us during this Study to ensure their accuracy.