

Dynamic Relational Contracts under Limited Liability

Jonathan P. Thomas¹ and Tim Worrall²

¹Management School and Economics
University of Edinburgh

²Centre for Economic Research
Keele University

November 2007



- ▶ Two agents undertake actions to produce joint output $y(a_1, a_2, s)$.
- ▶ Contracts cannot be enforced and in the event of disagreement agent i receives a breakdown payoff of $\phi_i(a_1, a_2, s)$.
- ▶ Agents are risk neutral and have limited liability.
- ▶ The agents interact repeatedly over an infinite horizon.

- ▶ Two agents undertake actions to produce joint output $y(a_1, a_2, s)$.
- ▶ Contracts cannot be enforced and in the event of disagreement agent i receives a breakdown payoff of $\phi_i(a_1, a_2, s)$.
- ▶ Agents are risk neutral and have limited liability.
- ▶ The agents interact repeatedly over an infinite horizon.
- ▶ Examine constrained Pareto-efficient infinite horizon self-enforcing contract.
- ▶ Interested is large but not too large discount factors.

- ▶ Two agents undertake actions to produce joint output $y(a_1, a_2, s)$.
- ▶ Contracts cannot be enforced and in the event of disagreement agent i receives a breakdown payoff of $\phi_i(a_1, a_2, s)$.
- ▶ Agents are risk neutral and have limited liability.
- ▶ The agents interact repeatedly over an infinite horizon.
- ▶ Examine constrained Pareto-efficient infinite horizon self-enforcing contract.
- ▶ Discount factors are large but not too large.
- ▶ We want to know:
 - ▶ What actions are chosen and how do they vary over time?
 - ▶ How is the surplus divided and how does this change over time?

- ▶ Household Production
 - ▶ Husband DIY, Wife Gardening, Improve house.

- ▶ Household Production
 - ▶ Husband DIY, Wife Gardening, Improve house.
- ▶ Joint Venture
 - ▶ Two firms invest in joint project output $y(a_1, a_2)$.

- ▶ Household Production
 - ▶ Husband DIY, Wife Gardening, Improve house.
- ▶ Joint Venture
 - ▶ Two firms invest in joint project output $y(a_1, a_2)$.
- ▶ Repeated Credit Relationship
 - ▶ Lender provides loan ℓ and borrower effort e to produce project output $y(\ell, e)$.

- ▶ Household Production
 - ▶ Husband DIY, Wife Gardening, Improve house.
- ▶ Joint Venture
 - ▶ Two firms invest in joint project output $y(a_1, a_2)$.
- ▶ Repeated Credit Relationship
 - ▶ Lender provides loan ℓ and borrower effort e to produce project output $y(\ell, e)$.
- ▶ Repeated Employment Relationship
 - ▶ Employer provides tools t and worker hours h to produce project output $y(h, t)$.

- ▶ There is a **hold-up problem** so we should expect some under-investment.
- ▶ The **backloading principle** which says that best way to prevent an agent from reneging is to backload transfers into the future which would be forgone if the agent reneged.
 - ▶ But the principle applies in the one-sided case where one side can commit.
- ▶ The results of Ray (2002) and others suggest convergence to a stationary phase.
 - ▶ But again only in the one-sided case. Our environment is much more general.

- ▶ The Backloading Principle applies. It applies to investment as well as consumption.

- ▶ The Backloading Principle applies. It applies to investment as well as consumption.
- ▶ There is convergence to a stationary phase despite a general stochastic structure.

- ▶ The Backloading Principle applies. It applies to investment as well as consumption.
- ▶ There is convergence to a stationary phase despite a general stochastic structure.
- ▶ There is surplus maximization in the stationary phase.

- ▶ The Backloading Principle applies. It applies to investment as well as consumption.
- ▶ There is convergence to a stationary phase despite a general stochastic structure.
- ▶ There is surplus maximization in the stationary phase.
- ▶ There is monotonic convergence in some cases (the additive case).

- ▶ The Backloading Principle applies. It applies to investment as well as consumption.
- ▶ There is convergence to a stationary phase despite a general stochastic structure.
- ▶ There is surplus maximization in the stationary phase.
- ▶ There is monotonic convergence in some cases (the additive case).
- ▶ We don't use dynamic programming (because of problems of non-convexity and non-differentiability).

- ▶ An infinite sequence of dates, $t = 1, 2, 3, \dots$,
- ▶ There is a finite set of states which follow a time homogeneous Markov process with transition matrix Π with elements π_{sr} .
- ▶ The state at date t is denoted s_t and the history of states up to date t is denoted $s^t = (s_0, s_1, \dots, s_t)$.
- ▶ After the event s^t is observed, both agents choose an action $a_i \in A_i(s_t)$
- ▶ These actions produce a nonnegative output $y(a_1, a_2, s_t)$.
- ▶ The function $y(\cdot, \cdot, s_t)$ is twice continuously differentiable, strictly increasing and strictly concave (where positive) in (a_1, a_2) and has strategic complementarity. $a_1^*(a_2)$ and $a_2^*(a_1)$ are the **efficient** solutions.

- ▶ The consumption of agent i in event s^t is denoted $c_i(s^t)$.
- ▶ We shall assume that this consumption must be **non-negative** and feasible:

$$\sum_{i=1}^2 c_i(s^t) \leq y(a_1, a_2, s_t) \quad \forall s^t.$$

- ▶ Agents are **risk-neutral** and their per-period utility is:

$$w_i(s^t) = c_i(s^t) - a_i(s^t).$$

- ▶ Agents have a common discount factor $\delta \in (0, 1)$ and are interested in maximizing expected discounted utility

$$E \left[\sum_{t=0}^{\infty} \delta^t w_i(s^t) \mid s_0 \right]$$

- ▶ We look for **sub-game perfect** equilibria.

- ▶ We look for **sub-game perfect** equilibria.
- ▶ If an agent deviates the discounted value of their **default** payoff is

$$D_i(a, s_t)$$

- ▶ We look for **sub-game perfect** equilibria.
- ▶ If an agent deviates the discounted value of their **default** payoff is

$$D_i(a, s_t)$$

- ▶ We assume that $D_i(a, s_t)$:
 - ▶ is strictly increasing in the action of the **other** agent.
 - ▶ is concave in the action of the other agent.

- ▶ We look for **sub-game perfect** equilibria.
- ▶ If an agent deviates the discounted value of their **default** payoff is

$$D_i(a, s_t)$$

- ▶ We assume that $D_i(a, s_t)$:
 - ▶ is strictly increasing in the action of the **other** agent.
 - ▶ is concave in the action of the other agent.
- ▶ The payoff along an equilibrium outcome path, $(a(s^t), w(s^t))_{t=1}^{\infty}$, for agent i is

$$V_i(s^t) \equiv w_i(s^t) + E \left[\sum_{\tau=t+1}^{\infty} \delta^{\tau-t} w_i(s^\tau) \mid s^t \right].$$

- ▶ Only deviations at the action stage are relevant.

- ▶ Only deviations at the action stage are relevant.
- ▶ A necessary and sufficient condition for the outcome path $(a(s^t), w(s^t))_{t=0}^{\infty}$ to be an equilibrium is that it is feasible, and for every s^t

$$V_i(s^t) \geq D_i(a_j(s^t), s_t). \quad (1)$$

- ▶ Only deviations at the action stage are relevant.
- ▶ A necessary and sufficient condition for the outcome path $(a(s^t), w(s^t))_{t=0}^{\infty}$ to be an equilibrium is that it is feasible, and for every s^t

$$V_i(s^t) \geq D_i(a_j(s^t), s_t). \quad (1)$$

- ▶ We refer to paths that satisfy (1) as **self-enforcing** and the inequalities themselves as the **self-enforcing** or **incentive constraints**.

- ▶ Only deviations at the action stage are relevant.
- ▶ A necessary and sufficient condition for the outcome path $(a(s^t), w(s^t))_{t=0}^{\infty}$ to be an equilibrium is that it is feasible, and for every s^t

$$V_i(s^t) \geq D_i(a_j(s^t), s_t). \quad (1)$$

- ▶ We refer to paths that satisfy (1) as **self-enforcing** and the inequalities themselves as the **self-enforcing** or **incentive constraints**.
- ▶ Whenever (1) holds with equality agent i is **constrained** otherwise we say that agent i is **unconstrained**.

- ▶ Only deviations at the action stage are relevant.
- ▶ A necessary and sufficient condition for the outcome path $(a(s^t), w(s^t))_{t=0}^{\infty}$ to be an equilibrium is that it is feasible, and for every s^t

$$V_i(s^t) \geq D_i(a_j(s^t), s_t). \quad (1)$$

- ▶ We refer to paths that satisfy (1) as **self-enforcing** and the inequalities themselves as the **self-enforcing** or **incentive constraints**.
- ▶ Whenever (1) holds with equality agent i is **constrained** otherwise we say that agent i is **unconstrained**.
- ▶ A self-enforcing agreement $\Gamma(s^t) = (a(s^t), w(s^t))_{t=0}^{\infty}$ is one that is both feasible and self-enforcing.

- ▶ At the division stage agents play a **Nash demand** game in which both agents simultaneously announce utility claims (w_1, w_2) .
 - ▶ If these claims are feasible, then this determines the split of the surplus.
 - ▶ If they are not, then both agents receive a **breakdown** payoff.

- ▶ At the division stage agents play a **Nash demand** game in which both agents simultaneously announce utility claims (w_1, w_2) .
 - ▶ If these claims are feasible, then this determines the split of the surplus.
 - ▶ If they are not, then both agents receive a **breakdown** payoff.
- ▶ The breakdown payoff for agent i in state s is $\phi_i(a_1, a_2, s_t) - a_i$ as a function of the actions taken by both agents. It is assumed the breakdown payoffs satisfy

$$\sum_{i=1}^2 \frac{\partial \phi_i}{\partial a_j} \leq \frac{\partial y}{\partial a_j} \quad \text{for } j = 1, 2.$$

- ▶ At the division stage agents play a **Nash demand** game in which both agents simultaneously announce utility claims (w_1, w_2) .
 - ▶ If these claims are feasible, then this determines the split of the surplus.
 - ▶ If they are not, then both agents receive a **breakdown** payoff.
- ▶ The breakdown payoff for agent i in state s is $\phi_i(a_1, a_2, s_t) - a_i$ as a function of the actions taken by both agents. It is assumed the breakdown payoffs satisfy

$$\sum_{i=1}^2 \frac{\partial \phi_i}{\partial a_j} \leq \frac{\partial y}{\partial a_j} \quad \text{for } j = 1, 2.$$

- ▶ In the **breakdown stage game** agents i chooses the best response $a_i^N(a_j, s^t)$ to maximize $\phi_i(a_1, a_2, s_t) - a_i$.

- ▶ With **Nash reversion**: after any deviation the game goes to breakdown in the current period and thereafter both agents play ‘the’ Nash equilibrium of the breakdown game.
- ▶ Then $D_i(a, s_t)$ denote the best non-cooperative discounted payoff for i starting from action a in state s , given Nash reversion.
- ▶ This is given by

$$\begin{aligned}
 D_i(a_j, s_t) = & \phi_i(a_i^N(a_j, s_t), a_j, s_t) - a_i^N(a_j, s_t) \\
 & + \delta \sum_{s_{t+1} \in \mathcal{S}} \pi_{s_t s_{t+1}} D_i(a_j^{NE}(s_{t+1}), s_{t+1}).
 \end{aligned}$$

- ▶ Aim to characterise Pareto-efficient self-enforcing agreements.
- ▶ Let \mathcal{G}_s be the set of self-enforcing contracts contracts.
- ▶ Associated with any $\Gamma(s^t) = \{a(s^\tau | s^t), w(s^\tau | s^t)\}_{\tau=t}^\infty \in \mathcal{G}_s$ is a pair of future utilities $(V_1(s^t), V_2(s^t))$.
- ▶ Let \mathcal{V}_s denote this set.
- ▶ The set is closed and bounded and non-empty.
- ▶ We are interested the Pareto-frontier $\Lambda(\mathcal{V}_s)$.

- ▶ If A is unconstrained then B doesn't under-invest.
- ▶ If A has positive consumption the A doesn't overinvest.
- ▶ Actions are above the Nash reaction functions.

- ▶ If A is unconstrained then B doesn't under-invest.
 - ▶ There is **no** cost to increasing B's investment and there is more output and surplus to be divided.
- ▶ If A has positive consumption the A doesn't overinvest.

- ▶ Actions are above the Nash reaction functions.

- ▶ If A is unconstrained then B doesn't under-invest.
 - ▶ There is **no** cost to increasing B's investment and there is more output and surplus to be divided.
- ▶ If A has positive consumption the A doesn't overinvest.
 - ▶ Reducing A's investment increases surplus but reduces output and so consumption must fall. This is **possible** if A's consumption is positive.
- ▶ Actions are above the Nash reaction functions.

- ▶ If A is unconstrained then B doesn't under-invest.
 - ▶ There is **no** cost to increasing B's investment and there is more output and surplus to be divided.
- ▶ If A has positive consumption the A doesn't overinvest.
 - ▶ Reducing A's investment increases surplus but reduces output and so consumption must fall. This is **possible** if A's consumption is positive.
- ▶ Actions are above the Nash reaction functions.
 - ▶ Increasing A's action up to Nash level increases surplus but extra consumption has to be given to B to prevent him renegeing. However, if below Nash level the increase in breakdown **less** than then increase in surplus $(\partial y / \partial a_1) - 1$ and so A's utility can also be increased.

- ▶ If A gets all the output, then A is unconstrained.

- ▶ If A is unconstrained and underinvesting then B has zero consumption at all previous dates — payments are optimally **backloaded** into the future.

- ▶ It may be worthwhile to backload **utility** by having one agent overinvest.

- ▶ If A gets all the output, then A is unconstrained.
 - ▶ A can't get any more in the current period by renegeing and there will be a future penalty for renegeing by construction.
- ▶ If A is unconstrained and underinvesting then B has zero consumption at all previous dates — payments are optimally **backloaded** into the future.
 - ▶ Otherwise increase A's action. This requires an increase in B's consumption today. Do this by reducing B's consumption yesterday and transferring to A to compensate for increased action today.
- ▶ It may be worthwhile to backload **utility** by having one agent overinvest.
 - ▶ This has a real cost so do only if consumption is already backloaded.

Theorem (Convergence)

For any optimum contract, there exists a random time T which is finite with probability one such that for $t \geq T$, a^t is current joint surplus maximizing. In any state $s_t \in \mathcal{S}$ in which full efficiency a^ is not achievable for any division of the surplus, then both self-enforcing constraints bind and there is under-investment by both agents.*

If actions are positive at some point, then so too must be consumption of both agents. By backloading, there is no over-investment thereafter and then we can conclude there is either under-investment by both agents or efficiency is attainable. In either case this means joint utility maximization and hence joint surplus maximization at each subsequent date.

Where actions are positive, true if say, the Nash actions are positive, then we have the following two-phase property.

Theorem (Two-Phase Contract)

Whenever the Nash actions $a_{i,s}^{NE}$ are positive, $i = 1, 2$, then with probability one an optimum path has two phases, where $i = 1$ or 2:

Phase 1: $c_1^t = 0$, $a_i > a_i^*$ and $a_j \leq a_j^*$, for $0 \leq t < \tilde{t}$, $j \neq i$, where $\infty > \tilde{t} \geq 0$;

Phase 2: $a_1^t \leq a_1^*$ and $a_2^t \leq a_2^*$ for $t \geq \tilde{t}$ and after the first period of phase 2, if a^* is feasible in s_t then $a^t = a^*$; otherwise $a < a^*$, both constraints bind, and $c > 0$.

- ▶ Similar to Garvey's (1995) model of joint ventures:
- ▶ Additive production, $y(a_1, a_2) = f_1(a_1) + f_2(a_2)$ and each agent can grab the other's output.

Simple Example without Uncertainty

The production functions are $f_1(a_1) = 2b\sqrt{a_1}$ and $f_2(a_2) = 2\sqrt{a_2}$ for a parameter $b \in (0, 1)$. The breakdown game payoffs are $\phi_1(a_2) = 2\sqrt{a_2}$ and $\phi_2(a_1) = 2b\sqrt{a_1}$. We set $\delta = \frac{1}{3}$ and $b = \frac{\sqrt{3}}{3}$.

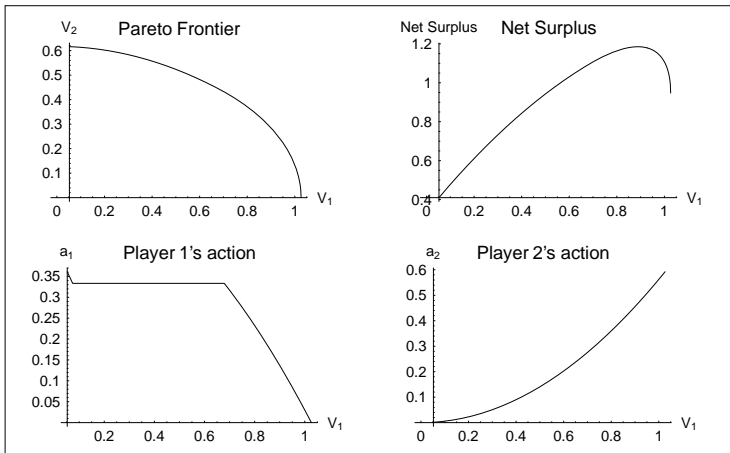










Figure: The Pareto-Frontier, Surplus and Actions

- 
 ALBUQUERQUE, R., AND H. HOPENHAYN (2004): "Optimal Lending Contracts and Firm Dynamics," *Review of Economic Studies*, 71(2), 285–315.
- 
 RAY, D. (2002): "The Time Structure of Self-Enforcing Agreements," *Econometrica*, 70(2), 547–582.
- 
 SIGOUIN, C. (2003): "Investment Decisions, Financial Flows, and Self-Enforcing Contracts," *International Economic Review*, 44(4), 1359–1382.
- 
 THOMAS, J. P., AND T. WORRALL (1994): "Foreign Direct Investment and the Risk of Expropriation," *Review of Economic Studies*, 61(1), 81–108.

- 
 BAKER, G., R. GIBBONS, AND K. MURPHY (2002): "Relational Contracts and the Theory of the Firm," *Quarterly Journal of Economics*, 117(1), 39–84.
- 
 GARVEY, G. (1995): "Why Reputation Favors Joint Ventures over Vertical and Horizontal Integration: A Simple Model," *Journal of Economic Behaviour and Organization*, 28, 387–397.
- 
 HALONEN, M. (2002): "Reputation and the Allocation of Ownership," *Economic Journal*, 112(481), 539–558.
- 
 LEVIN, J. (2003): "Relational Incentive Contracts," *American Economic Review*, 93(3), 837–857.

- ▶ We have confirmed some of the results from the existing literature.
 - ▶ We confirm the result of Ray (2002) that after a finite time we move to a situation where the **joint** surplus is maximised over all possible self-enforcing agreements.
 - ▶ We confirm the **backloading** result that where an agent is constrained, payments to the agent are optimally backloaded into the future.
 - ▶ We confirm the result of Thomas-Worrall (1994) and Albuquerque-Hopenhayn (2004) that the actions of the unconstrained agent tend to gradually increase over time.
- ▶ We show that the backloading incentive is severe enough that the constrained agent might inefficiently overinvest.
- ▶ We show that at the stationary solution (if the efficient actions cannot be sustained) then **both** agents are constrained.