Adverse Selection and Renegotiation in Procurement

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As was shown by Dewatripont, optimal long-term contracts under asymmetric information are generally not time-consistent. This paper fully characterizes the equilibrium of a two-period procurement model with commitment and renegotiation. It also analyzes whether renegotiated long-term contracts yield outcomes resembling those under either unrenegotiated long-term contracts or a sequence of short-term contracts, and links the analysis with the multiple unit durable good monopoly problem.

1. INTRODUCTION

The optimal way to organize long-term relationships is, if feasible, to write long-term contracts to which all parties are committed. Commitment prevents these parties from behaving opportunistically ex post and thus promotes efficient conduct ex ante. Yet full commitment is an idealized case. The corresponding optimal contracts are generally not sequentially optimal or renegotiation-proof. That is, in the process of implementing a long-term contract, all parties may be better off modifying the initial contract (while this renegotiation is ex post mutually beneficial, the parties would ex ante like to be able to commit not to renegotiate). The commitment modelling so common in economic theory at best describes an extreme case in which the physical costs of recontracting are important or in which one of the parties can develop a reputation for refraining from signing mutually advantageous contracts.

This paper investigates the implications of renegotiation in an adverse selection model.\(^1\) Section 2 sets up a simple two-period model of procurement (as discussed below, the model admits alternative interpretations, such as two-period monopoly price or quality discrimination). In each period, the agent realizes a project for the principal. The project’s cost in that period depends on a time-invariant adverse selection parameter or type (the agent’s ability or the state of technology) and on a cost-reducing effort. The only commonly observable variable is the realized cost in the period. In a static (one-period) framework,

the optimal incentive scheme for the principal trades off the two conflicting concerns of 
extracting the agent's informational rent and giving the latter appropriate incentives to 
reduce cost, and specifies a reward that decreases with realized cost. With two types (the 
case considered in most of this paper), the incentive constraint is binding "upwards" 
only. The issue is to induce the good (efficient) type not to mimic the bad (inefficient) 
type. For the optimal incentive scheme under asymmetric information, the good type 
produces at his socially optimal cost while the bad type's cost exceeds his socially optimal 
cost in order to reduce the good type's rent.

In the twice-repeated relationship, the principal would optimally commit to repeat 
twice the optimal static scheme. That is, he ought to commit not to alter the first-period 
incentive scheme in the second period. However, this optimal commitment incentive 
scheme is not renegotiation proof (Dewatripont (1986)). For, suppose that the agent has 
produced at the high cost in the first period, demonstrating that he has low ability or 
that the technology is unfavourable. While the initial contract induces the same 
inefficiently high cost in the second period, it has become common knowledge that this 
contract can be renegotiated to benefit both parties by giving more incentives to the agent. 
But this renegotiation with the bad type towards higher incentives raises the rent of the 
good type, if the latter masquerades as a bad type in the first period. It thus makes the 
good type's incentive compatibility constraint in the first period harder to satisfy.

In Laffont-Tirole (1987, 1988) we investigated a two-period model of a principal-agent 
relationship run by short-term contracts. That is, we assumed that the principal can only 
commit to one-period incentive schemes. In the second period the principal selects his 
preferred contract conditional on the information learned in the first period. Such 
short-term contracts are trivially renegotiation-proof. A main focus of this analysis was 
the ratchet effect: the fact that the agent is concerned about the expropriation of his 
informational rent in the second period makes separation of types costly, and even 
infeasible in the case of a continuum of types. The intuition for this latter result is that, 
given that no rent is left for period two if the agent reveals his type in period one, 
disguising slightly his type in period one has no first-order effect (from the envelope 
theorem) but yields a first-order gain in rent for period two.

The analysis of short-term contracting is complex because a bad type may adopt the 
"take-the-money-and-run" strategy: to induce a good type to reveal some information in 
the first period, the first-period contract must offer him a nice deal, which may make it 
optimal for a bad type to mimic a good type in the first period and quit the relationship 
in the second period. Thus the first-period incentive constraints may be binding upwards 
and downwards.

In this paper we make an assumption about commitment abilities of the parties 
intermediate between full intertemporal commitment and no intertemporal commitment, 
which we refer to as "commitment and renegotiation". We allow commitment in that the 
two parties sign a long-term contract that is enforced if any of the parties wants it to be 
enforced. However nothing prevents the parties from agreeing to alter the initial contract. 
While the optimal contract can w.l.o.g. be designed so as not to be renegotiated in the 
second period, the renegotiation-proofness (RP) requirement restricts the set of allowable 
second-period contracts. The analysis shares with the commitment case the simplicity 
associated with the incentive constraint being binding upwards only, and yet exhibits a 
form of ratcheting similar to that of the no-commitment case. The ability to commit

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2. See Freixas et al. (1985) for an earlier game-theoretic approach to the ratchet effect (which restricted 
attention to linear incentive schemes), and Baron–Besanko (1987) for a different notion of no-commitment (in 
which the principal is constrained to be "fair" to the agent in period two).
eliminates the possibility of the take-the-money-and-run strategy by making all payments conditional on the firm's participation in period two.

Section 3 demonstrates that there are three kinds of renegotiation-proof contracts. In all kinds, the good type produces at his socially optimal cost level. In the first kind, the second-period allocation is that of a "sell-out" or "fixed-price" contract; that is, the agent, whatever his type, behaves as if he were residual claimant for his cost savings and produces at his (type-contingent) socially optimal cost. The second kind is the "conditionally optimal contract." That is, the agent faces the same incentive contract he would face if the principal were not bound by a previous contract and offered the optimal static contract given his posterior beliefs about the agent's type. The third kind is the intermediate class of "rent-constrained contracts", in which the bad agent produces at a cost that lies between his socially optimal cost and his cost in the optimal static contract given the principal's posterior beliefs (the conditionally optimal contract is thus an extreme rent-constrained contract). The principal would like to increase the bad type's cost to reduce the good type's rent, but is unable to do so because of the rent level he previously offered the good type.

Section 4 characterizes the optimal intertemporal contract. The second-period contract is conditionally optimal (i.e. is of the second kind). In the first period, only the good type's incentive compatibility constraint is binding (as in the unrenegotiated contract case, but unlike the no-commitment case). The good type is indifferent between revealing his type and masquerading as a bad type. The description of the optimal contracts is therefore rather simple. Incentive constraints are binding as usual and the contracts offered in period two are conditionally optimal, i.e. are not distorted by the principal's ability to commit to rents. However, none of these results is obvious. Limits on commitment might, as in Laffont-Tirole (1987), lead to incentive constraints binding in both directions. And the ability to commit to rents to mitigate the first-period incentive constraints might lead to distortions in second-period contracts away from conditionally optimal contracts.

The equilibrium is a separating one only if the discount factor is small (Section 5). The equilibrium probability that the good type pools with the bad type increases with the discount factor and converges to one (without ever reaching this value) when the parties become very patient.

Section 6 analyses the case of a continuum of types. It shows that fully separating the types is feasible but never optimal for the principal.

Our work has general implications for adverse selection models. In particular, we ask if the Hart-Tirole (1988) result according to which the optimal long-term contract between a buyer and a seller yields, for unit demand, the same outcome as Coase's non-commitment durable good model holds when consumption is a continuous variable. The answer is positive if and only if the discount factor is not too high. As a by-product, we compute the multiple-unit two-period monopoly price discriminating allocation (Section 7).

The conclusion (Section 8) contains a fairly extensive comparison of the findings with those for the same model when the relationship is organised by a sequence of short term contracts (Laffont-Tirole (1987, 1988)). We discuss whether the outcome under commitment and renegotiation is intermediate between those under full commitment and under no commitment.

The paper does not make predictions as to whether contract renegotiation is likely to be observed. The renegotiation-proofness principle asserts that the principal can restrict attention to contracts that are not renegotiated. On the other hand, the paper shows that
an alternative optimal scheme for the principal is to offer a menu of two contracts in period one, that is renegotiated with some probability: a long-term, fixed-price contract (which is not renegotiated), and a short-term contract.

It is often asserted in the procurement context that high-powered incentive schemes (such as a fixed-price contract) are impractical because they are likely to be renegotiated. Such conventional wisdom should be viewed with caution. High-powered incentive schemes yield efficient production and thus are less subject to renegotiation than low-powered ones, which are meant to limit the firm's rent. Indeed, comparing commitment to commitment and renegotiation, the threat of renegotiation induces more powerful incentive schemes in the second period! (The effects of renegotiation on the first period are more ambiguous. The good type's incentives go down while the bad type's go up.) If the conventional wisdom has any merits, these must stem from reasons not captured by our modelling, such as ex post cost uncertainty combined with bankruptcy or political inability for the regulator to commit even to the original contract.

2. THE MODEL

(a) The commitment framework
We consider a two-period model in which a firm (the agent) must, each period, realize a project with a cost structure:

$$c_t = \beta - e_t, \quad t = 1, 2,$$

where $e_t$ is the level of effort exerted by the firm's manager in period $t$, and $\beta$ is a parameter known only by the manager, which can take two values $\beta$ and $\bar{\beta}$, with $\beta > \bar{\beta}$. Type $\beta$ is called the "good type", and type $\bar{\beta}$ is the "bad type".

Each period the manager's utility level is $U = s - \psi(e)$, where $s$ is the net (i.e. in addition to cost) monetary transfer he receives from the regulator and $\psi(e)$ is his disutility of effort, where $\psi(0) = 0$, $\psi' > 0$, $\psi'' > 0$, and, for technical reasons, $\psi'' \geq 0$. Let $e^*$ denote the socially optimal level of effort, defined by the equality between the marginal disutility of effort and the marginal cost savings:

$$\psi'(e^*) = 1.$$

The socially optimal cost level is type-contingent and is equal to $\beta - e^*$. The regulator (the principal) observes cost but not the effort level or the value of the parameter $\beta$. He has a prior about $\beta$ characterized by $\nu_1 = \text{prob}(\beta = \beta)$. This probability is common knowledge.

Let $S$ be, each period, the social utility of the project, which can be viewed for simplicity as a public good, i.e. as not sold on the market. The gross payment made by the regulator to the firm is $s + c$. We assume that there is a distortionary cost $\lambda$ incurred to raise each unit of money (through excise taxes for example). Let $s_1$ denote the consumers' welfare in period $t$ is

$$S - (1 + \lambda)(s_t + c_t).$$

3. This assumption in particular ensures that the optimal incentive scheme under commitment is deterministic. More generally, our results would hold as long as $\psi''$ is "not too negative".

4. $1 + \lambda$ is the shadow price of public funds. It is exogenous in our analysis. It could be taken time-dependent as long as it is exogenous. It differs from the shadow price of a budget constraint in a Ramsey programme in that it is given by economy-wide data and is thus exogenous to the particular control problem studied here.
and let $\delta$ be the firm's and the regulator's discount factor. Note that $\delta$ may exceed 1 because it reflects the relative lengths of the accounting periods or the relative importance of the first- and second-period projects.

Under complete information, a utilitarian regulator would solve in each period $t$

$$\max_{e_t,s_t} \{ S - (1 + \lambda)(s_t + \beta - e_t) + s_t - \psi(e_t) \} \quad \text{subject to} \quad s_t - \psi(e_t) \geq 0.$$  

The individual rationality constraint, $s_t - \psi(e_t) \geq 0$, says that the utility level of a firm's manager must be positive to obtain his participation (the complete information problem being stationary, the allocation is the same at each period).

We assume that $S$ is large enough so that the project is always desirable.

The optimal regulatory allocation is then

$$e_t = e^* \quad \text{and} \quad s_t = \psi(e^*), \quad t = 1, 2.$$  

Welfare is

$$(1 + \delta)(S - (1 + \lambda)(\psi(e^*) + \beta - e^*))$$.

Because the specific form of the principal's and agent's objective functions is not crucial for our results, from now on we use the general terminology "principal" and "agent" instead of "regulator" and "firm".

We now derive the optimal static incentive scheme under incomplete information. As is well-known, (Roberts (1983), Baron and Besanko (1984)), the optimal two-period incentive scheme under full commitment is the twofold repetition of this optimal static scheme (see Appendix 1).

From the revelation principle, any incentive scheme is equivalent to a revelation mechanism in which the agent truthfully announces his type and the principal imposes associated values for $s$ and $c$. The mechanism can therefore be summarized by four numbers $(\bar{s}, \bar{c})$ (when the agent announces $\beta$) and $(\bar{s}, \bar{c})$ (when the agent announces $\bar{\beta}$).

The principal faces four constraints: two individual rationality (IR) constraints, guaranteeing that the two types get a non-negative utility in the relationship, and two incentive compatibility (IC) constraints, guaranteeing that the agent does not want to conceal his type. As is usual, only two of these constraints are binding: the bad type's IR constraint and the good type's IC constraint (that the other two constraints are indeed satisfied when they are ignored in the principal's optimization programme can be verified ex post).

We thus impose:

$$U = s - \psi(\beta - e) \geq 0,$$  

and

$$V = s - \psi(\beta - e) \geq \bar{s} - \psi(\bar{\beta} - \bar{e}),$$  

where $U$ and $\bar{U}$ denote the good and the bad type's utilities or rents. In the optimal contract, (2.1) and (2.2) are satisfied with equality:

$$\bar{U} = 0$$  

and

$$U = \bar{U} + \Phi(\bar{e}) = \Phi(\bar{e})$$  

where $\Phi(c)$ denotes the good type's rent and is determined by the bad type's cost level:

$$\Phi(c) = \psi(\bar{\beta} - c) - \psi(\beta - c).$$
Under our assumptions, $\Phi$ is a decreasing and convex function of $c$. That is, the good type's rent decreases with the bad type's cost, but at a decreasing rate. The principal maximizes his expected welfare. Replacing $s$ by $[U + \psi(e)]$ and (from now on) ignoring the constant surplus yields:

$$\text{Min } E_p[(1 + \lambda)(\psi(\beta - c) + c) + \lambda U]. \quad (2.6)$$

Note that welfare is expressed in terms of efficiency $E[(1 + \lambda)(\psi(\beta - c) + c)]$ and rent $E(\Phi(\beta U))$. (The reasoning in this paper aimed at improving on a given contract will either increase efficiency keeping rent constant or possibly increase both efficiency and rent.) That is, the total cost for a given type is $[\psi(e) + c]$, which has shadow cost $(1 + \lambda)$, to which must be added the shadow cost of the agent's rent. We thus solve:

$$\text{Min}_{c, e} \{ν_1[(1 + \lambda)(\psi(\beta - e) + e) + \lambda \Phi(\bar{e})] + (1 - ν_1)(1 + \lambda)(\psi(\bar{e} - \bar{e}) + \bar{e})\} \quad (I)$$

The good type's cost is socially optimal:

$$c = \beta - e^* \quad (2.7)$$

However, the bad type's cost is inflated so as to reduce the good type's rent:

$$\psi'(\bar{e} - e) = 1 + \frac{\lambda ν_1}{(1 + \lambda)(1 - ν_1)} \Phi'(\bar{e}) < 1. \quad (2.8)$$

We let $\bar{e}(ν_1)$ denote the unique solution to equation (2.8). It is easily verified that $\bar{e}(ν_1)$ exceeds the socially optimal cost $\beta - e^*$ (unless $ν_1 = 0$), and that it increases with $ν_1$.

**Proposition 1.** The optimal (static or dynamic) commitment solution is characterized by:

$$\zeta(ν_1) = \beta - e^*, \quad \bar{e}(ν_1) > \beta - e^*, \quad \frac{d\bar{e}}{dν_1} > 0 \quad \text{and} \quad U(ν_1) = \Phi(\bar{e}(ν_1)).$$

We implicitly assumed in the previous analysis that the probability of the bad type is not too small; for, above some cut-off level of $ν_1$, the principal would choose not to let the bad type produce at all. We will henceforth assume that $1 - ν_1$ is sufficiently high so that the principal does not elect to ignore the bad type.5

For further reference, we also derive the optimal pooling allocation. To this end, suppose that the principal is constrained to pick a single cost target $c$ for both types (in the commitment case, the principal would never elect to do so; see Proposition 1; but this thought experiment will be useful later, as the solution under renegotiation may involve pooling in the first period). The principal pays a transfer equal to $ψ(β - c)$ so as to satisfy (2.1). The cost is thus $[ψ(β - c) + c]$, regardless of the agent's type. The good type's rent is $Φ(c)$. Hence the principal chooses $c$ so as to solve

$$\text{Min}_{c} \{E[(ψ(β - c) + c)] + λ ν_1 Φ(c)\}$$

$$= \{(1 + λ)[ν_1(ψ(β - c) + c) + (1 - ν_1)(ψ(β - c) + c)] + λ ν_1 Φ(c)\}. \quad (2.9)$$

5. The reader may be worried that no such assumption can be made in a dynamic model. Indeed the second-period beliefs $ν_2$ might be close to 1 even though the prior beliefs $ν_1$ are not assumed not to. However, we will show that along the equilibrium path either $ν_2 \leq ν_1$ (and then our assumption implies that both types should be kept) or $ν_2 = 1$ (and then only the good type is relevant). It can indeed be shown that for any $ν_1$ under some cut-off level, the equilibrium is as described in this paper.
The solution of this strictly convex programme, $c_\delta^p(\nu_1)$, lies between the two types' socially optimal costs:

$$\beta - \epsilon^* < c_\delta^p(\nu_1) < \beta - \epsilon^*,$$

and decreases with the probability of the good type:

$$\frac{dc_\delta^p}{d\nu_1} < 0. \quad (2.10)$$

(b) The renegotiation game

We now assume that the parties can sign a long-term contract at date 1, but that the principal can at date 2 offer to renegotiate the initial contract. The principal puts prior beliefs $\nu_1$ on the agent's having the good type. The two parties are initially bound by the "null contract", which specifies no production and no transfer in either period. At the beginning of period 1, the principal offers a long-term contract $\{s_1(c_1), s_2(c_1, c_2)\}$. This contract is called a short-term contract if $s_2$ is the (second-period) null contract. After observing the agent's performance $c_1$, the principal updates his beliefs to $\nu_2$ and offers a new second-period contract, that the agent accepts or refuses. At any stage, the parties abide by the contract in force if the agent rejects the new contract offer. The old contract is superseded by the new one if the agent accepts the latter. Last, one can restrict the contract offered in period 1 to be renegotiation-proof in period 2, since parties have rational expectations.

3. RENEGOTIATION-PROOF SECOND-PERIOD CONTRACTS

Suppose that, at the beginning of date two, beliefs are $\nu_2 = \nu$. Two cases must be considered, depending on whether the principal wants to keep the bad type in period two.

If the principal does not wish to keep the bad type, then a renegotiation-proof contract specifies the first-best cost of the good type $\beta - \epsilon^*$ and some level of rent $U$.

If the principal wishes to keep the bad type, let $U_0$ and $U_1$ be the second-period rents of the good and bad types (not including the foregone first-period transfer and disutility of effort) specified by the initial contract binding the parties.

Without loss of generality, we assume that $U_0 = 0$, by adjusting if necessary the first-period transfers (the reader can check that the analysis below is unaffected if we choose a different normalization).
The principal offers a new contract, yielding second-period costs \( \{c, \bar{c}\} \) and rents \( \{U, \bar{U}\} \) for the two types so as to solve:

\[
\text{Min}_{\{\varepsilon, \xi, U, \bar{U}\}} \left\{ \nu \left[ (1 + \lambda) (\psi(\beta - \varepsilon) + \xi) + \lambda U \right] + (1 - \nu) \left[ (1 + \lambda) (\psi(\bar{\beta} - \bar{\varepsilon}) + \bar{\varepsilon}) + \lambda \bar{U} \right] \right\} \quad (\text{II})
\]

subject to

\[
\begin{align*}
U & \geq \bar{U} + \Phi(\bar{\varepsilon}) \quad (3.1) \\
\bar{U} & \geq 0 \quad (3.2) \\
U & \geq U^0 \quad (3.3)
\end{align*}
\]

The levels of rent committed to, \( U^0 \) and \( \bar{U}^0 = 0 \), are renegotiation-proof if the solution to (II) involves \( U = U^0 \) and \( \bar{U} = \bar{U}^0 \). One can always choose to realize these levels of rent by the allocations which are the solutions to programme (II) and appropriate transfers.

Note that programme (II) includes only the good type’s IC constraint (3.1). As is usual, the ignored IC constraint for the bad type \( (\bar{U} \geq U - \Phi(\varepsilon)) \) is checked ex post. The only difference between programmes (I) (II) is the presence of the extra IR constraint (3.3). That is, the good type may have been promised a higher second-period rent than programme (I) (see Proposition 1) would award him.

The solution to (II) clearly involves \( \bar{U} = 0 \) (no new rent for the bad type) and \( \varepsilon = \beta - e^* \) (the good type’s cost is socially optimal). Let us consequently simplify the optimization programme to:

\[
\text{Min}_{\{\varepsilon, U\}} \left\{ \nu \left[ (1 + \lambda) (\psi(e^*) + (\beta - e^*) + \lambda U \right] + (1 - \nu) \left[ (1 + \lambda) (\psi(\bar{\beta} - \bar{\varepsilon}) + \bar{\varepsilon}) \right] \right\} \quad (\text{III})
\]

subject to

\[
\begin{align*}
U & \geq \Phi(\varepsilon) \quad (3.4) \\
U & \geq U^0 \quad (3.5)
\end{align*}
\]

Three cases can be distinguished according to which constraints are binding in programme (III). The Lagrangian of this convex programme reduces to:

\[
L = \nu \lambda U + (1 - \nu)(1 + \lambda)(\psi(\bar{\beta} - \bar{\varepsilon}) + \bar{\varepsilon}) - \gamma_1(U - \Phi(\bar{\varepsilon})) - \gamma_2(U - U^0) \quad (3.6)
\]

with first-order conditions:

\[
\psi'(\bar{\beta} - \bar{\varepsilon}) = 1 + \frac{\gamma_1}{(1 - \nu)(1 + \lambda)} \Phi'(\bar{\varepsilon}) \quad (3.7)
\]

\[
\gamma_1 + \gamma_2 = \nu \lambda \quad \text{with} \quad \gamma_1 \geq 0, \gamma_2 \geq 0. \quad (3.8)
\]

Case 1 occurs when \( U^0 \) is small so that (3.5) is not binding \( (\gamma_2 = 0) \). From (3.7), (3.8)

\[
\psi'(\bar{\beta} - \bar{\varepsilon}) = 1 + \frac{\nu}{1 - \nu} \cdot \frac{\lambda}{1 + \lambda} \Phi'(\bar{\varepsilon}). \quad (3.9)
\]

We obtain the same result as in Proposition 1. The solutions to (I) and (III) coincide except that \( \nu_1 \) is replaced by \( \nu = \nu_2 \). The allocation is optimal for the principal conditionally on his posterior beliefs. The contract is called conditionally optimal. From Proposition 1, \( U = \psi(\bar{\beta} - \bar{\varepsilon}) - \psi(\beta - \varepsilon) = \Phi(\varepsilon(\nu)) \). This case is therefore valid for \( U^0 \leq \Phi(\bar{\varepsilon}(\nu)) \). Actually, for the first-period contract to be renegotiation-proof we must have \( U^0 = \Phi(\bar{\varepsilon}(\nu)) \).
Case 2 occurs when $U_0$ is increased just beyond $\Phi(\bar{c}(\nu))$. Then, both constraints are binding. So, $U = U_0$ and $\bar{c}$ is defined by $U = \Phi(\bar{c})$. This case ceases to be valid when $U_0$ is so large that the incentive constraint (3.4) ceases to be binding, implying $\gamma_1 = 0$; $\psi'(\bar{\beta} - \bar{c}) = 1$ or $\bar{c} = \bar{\beta} - e^*$, the socially optimal level. Case 2 occurs for $U_0$ between $\Phi(\bar{c}(\nu))$ and $\Phi(\bar{\beta} - e^*)$ giving a cost $\bar{c}$ between $\bar{\beta} - e^*$ and $\bar{c}(\nu)$. A contract specifying $\{c = \beta - e^*; \bar{\beta} - e^* \leq \bar{c} \leq \bar{c}(\nu); U = \Phi(\bar{c})\}$ is called rent-constrained and is renegotiation-proof for $U_0 = U$. The principal would wish to lower the good type's rent, but cannot do so because of the existence of the initial contract. This loss in rent is partially compensated by the fact that the cost of the bad type can be brought closer to the efficient level while still satisfying the good type's incentive constraint. Clearly, in the second period, the principal would prefer a lower value of $U_0$ yielding a conditionally optimal contract. However, this does not mean that the principal is better off committing to the conditionally optimal contract, because the value of $U_0$ affects the first period’s incentive constraint.

Finally, Case 3 occurs when $U_0$ lies between $\Phi(\beta - e^*)$ and $\Phi(\bar{\beta} - e^*)$, as (3.5) is binding and (3.4) is not. As observed above, the solution is such that $\bar{c} = \bar{\beta} - e^*$. So the two cost levels are socially optimal. The cost allocation is identical to that under a sell-out or fixed-price contract, in which the agent is the residual claimant for his cost savings (in the procurement terminology, a fixed-price contract is a contract in which the firm is residual claimant for its cost savings, and thus, in our context, chooses effort $e^*$). It is renegotiation-proof if it corresponds to the rent $U_0$ for the good type. Note that all sell-out contracts have the same efficiency $E_\beta(1 + \lambda)(\psi(e^*) + \beta - e^*)$. They differ only by the good type’s rent. Therefore, from a second-period viewpoint, the principal prefers the one with the lowest rent.

For further reference we gather our analysis in a proposition and four corollaries.

**Proposition 2.** Normalizing $U = 0$, renegotiation-proof contracts that keep both types in period two can be indexed by a single parameter, the good type’s rent $U$, with $U \in [\Phi(\bar{c}(\nu)), \Phi(\beta - e^*)]$.

1. For $U = \Phi(\bar{c}(\nu))$, it is the conditionally optimal contract:

   $\bar{c} = \beta - e^*; \quad \bar{c} = \bar{c}(\nu)$.

2. For $\Phi(\bar{c}(\nu)) < U < \Phi(\beta - e^*)$, it is a rent-constrained contract:

   $\bar{c} = \beta - e^*; \quad \bar{\beta} - e^* \leq \bar{c} = \Phi^{-1}(U) \leq \bar{c}(\nu)$.

3. For $\Phi(\beta - e^*) \leq U \leq \Phi(\beta - e^*)$, it is a sell-out contract:

   $\bar{c} = \beta - e^*; \quad \bar{c} = \beta - e^*$.

**Corollary 1.** In a renegotiation-proof contract, the good type’s rent is at least as large as that in a conditionally optimal contract: $U \geq U(\nu) = \Phi(\bar{c}(\nu))$.

**Corollary 2.** The principal’s second-period welfare is strictly and continuously decreasing with the (good type’s) rent $U$ which indexes the set of renegotiation-proof contracts. The efficiency of the allocation increases with the rent on $[\Phi(\bar{c}(\nu)), \Phi(\beta - e^*)]$ (rent-constrained contracts) and does not depend on the rent on $[\Phi(\beta - e^*), \Phi(\beta - e^*)]$ (sell-out contracts).

8. Giving up a rent higher than $\Phi(\beta - e^*)$ to the good type is impossible because this would violate the bad type’s IC constraint.
Corollary 3. Consider a rent-constrained contract indexed by $U$ which is renegotiation-proof for beliefs $v$. Then, it remains renegotiation-proof for beliefs $v' > v$.

Proof. From Proposition 2, $\Phi^{-1}(U) \leq \bar{c}(v)$. From Proposition 1, $d\bar{c}/dv \geq 0$. Therefore, we still have $\beta - e^* \leq \Phi^{-1}(U) \leq \bar{c}(v')$.

Finally, Corollary 2 implies:

Corollary 4. For any renegotiation-proof contract that is not conditionally optimal, there exists an arbitrary close renegotiation-proof contract with a (slightly) lower rent for the good type, and a (slightly) higher welfare for the principal in period 2.

4. CHARACTERIZATION OF THE OPTIMAL CONTRACT.

In this section, we partially characterize the optimal contract. Section 5 completes the characterization.

Theorem 1. The principal offers the agent a choice between two contracts in the first period. The first is picked by the good type only and yields the efficient cost in both periods. In the second contract, both types produce at the same cost level in the first period, and the second-period allocation is the conditionally optimal one given posterior beliefs $v_2$ in $[0, v_1]$.

To prove Theorem 1, we first show that the relevant IC constraint in the first period is the good type’s.

Lemma 1. Without loss of welfare, the principal can offer the agent a choice between two contracts, one chosen by the good type, and the other chosen by the bad type and possibly by the good type.

Proof. See Appendix 2. 

The ability to commit, despite the renegotiation-proofness condition, enables the principal to neglect the bad type’s incentive constraint. The no-commitment analysis provides the intuition for this result. As noted in the introduction, under no-commitment, the bad type’s incentive constraint may be binding: the good type must be given a high transfer to reveal information (produce at a low cost) in the first period, which may induce the bad type to mimic the good type in period one and quit the relationship in period two. This take-the-money-and-run strategy can be prevented under commitment and renegotiation, as the agent can commit to produce in period two if he produces at a low cost in period one. Indeed, we will later show that the agent is required to duplicate a low first-period cost in period two.

Interestingly, Lemma 1 and the subsequent analysis still hold when only the principal can commit intertemporally. As is easily seen, the principal can delay transfers so as to ensure that the agent’s second-period utility level is non-negative whenever the agent is active.

Lemma 1 implies that the overall optimal contract can be described as in Figure 1, where the indices of the branches $(a_1, a_2, \ldots)$ refer to the costs requested in the associated contracts.
Period 1 | Period 2
---|---
b_1 | \( \beta - e^* \)
a_1 | \( \beta - e^* \)
believes

Let \( U_2 \) denote the second period rent that the good type is promised if he chooses \( a_1 \) in period 1. From Corollary 2, \( U_2 \geq \Phi(a_2) \).

The second-period cost following cost \( b_1 \) is the socially efficient one \( b_2 = \beta - e^* \), as it has become common knowledge from the observation of the first-period cost \( b_1 \) that the agent has type \( \beta \).

The good type must be given a rent in the first contract that is sufficient to induce him not to choose the second contract. The best way to do this is to ask him to produce efficiently, \( b_1 = \beta - e^* \), and to promise him a total rent:

\[
U = \Phi(a_1) + \delta U_2. \tag{4.1}
\]

It remains to determine the optimal pooling cost \( a_1 \), the bad type's second period cost \( a_2 \) and the optimal \( x \). The determination of the probability \( x \) that the good type reveals his type (separates) is tackled in Section 5. For a given \( x \), the principal's welfare is obtained by solving:

\[
\begin{align*}
\text{Min}_{a_1, a_2, U_2} & \{ (1 + \lambda) [\nu_1 x (\psi(e^*) + \beta - e^*) + \nu_1 (1 - x)(\psi(\beta - a_1) + a_1) + (1 - \nu_1) \\
& \times [(\psi(\beta - a_1) + a_1)] + \lambda \nu_1 \Phi(a_1) \\
& + \delta[(1 + \lambda)[\nu_1 (\psi(e^*) + \beta - e^*) + (1 - \nu_1)(\psi(\beta - a_2) + a_2)] + \lambda \nu_1 U_2] \}
\end{align*} \tag{4.2}
\]

subject to the incentive and renegotiation-proofness conditions:

\[
U_2 \geq \Phi(a_2) \tag{4.3}
\]

\[
\beta - e^* \leq a_2 \leq \bar{c}(\nu_2) \tag{4.4}
\]
We first note that (4.3) is binding:

**Lemma 2.** $U_2 = \Phi(a_2)$.

**Proof.** The second-period contract must be a rent-constrained contract (including the two extremes in this class). For, if the second-period contract were a sell-out one with rent exceeding $\Phi(\bar{\beta} - e^*)$, the principal could specify a slightly lower rent for the good type while keeping efficiency constant and thus increase welfare (see Corollary 1).

The intuition for the result that second-period contracts are rent-constrained is that any increase of the rent beyond $\Phi(a_2)$ serves no purpose in period two and moreover requires (because the incentive constraint of the good type is binding) a further increase of the rent of the good type when he reveals his type.

The optimization programme (4.2) can be broken down in two separate optimizations, minimization of first-period costs with respect to $a_1$, and minimization of second-period costs with respect to $a_2$ subject to (4.3) and (4.4).

To complete the proof of Theorem 1 we consider the second minimization which is rewritten:

$$\min_{a_2} \{(1 + \lambda)(1 - \nu_1)(\psi(\bar{\beta} - a_2) + a_2) + \lambda \nu_1 \Phi(a_2)\} \tag{4.5}$$

subject to

$$\bar{\beta} - e^* \leq a_2 \leq \bar{c}(\nu_2). \tag{4.6}$$

**Lemma 3.** The optimal $a_2$ equals $\bar{c}(\nu_2)$.

**Proof.** Consider first the unconstrained minimization. From the Bayesian revision of expectations, $\nu_2 \leq \nu_1$. The problem is therefore analogous to a one-period static problem with the prior $\nu_2$. So the optimal solution of the unconstrained problem $\bar{c}(\nu_1)$ is no smaller than $\bar{c}(\nu_2)$ (from the first-order condition). As the objective function (4.5) is strictly convex in $a_2$, the optimal solution of the constrained problem is $\bar{c}(\nu_2)$.

From Lemma 3, we know that the second-period contract is conditionally optimal given $\nu_2$.

Minimization of (4.2) with respect to $a_1$ yields:

$$\frac{(1 - \nu_1)\psi'(\bar{\beta} - a_1) + (1 - x)\nu_1\psi'(\bar{\beta} - a_1)}{(1 - \nu_1) + (1 - x)\nu_1} = 1 - \frac{\lambda}{1 + \lambda} \cdot \frac{\nu_1}{1 - \nu_1 x} [\psi'(\bar{\beta} - a_1) - \psi'(\bar{\beta} - a_1)]. \tag{4.7}$$

Indeed, the optimization problem is here identical to that determining the optimal pooling contract (see (2.9)), but for the fact that only a fraction $(1 - x)$ of the good types produce at cost $a_1$. The two programmes coincide when $x = 0$. When $x = 1$, (4.2) coincides with the commitment (separating) programme (program I). Letting $a_1 = c_1(x)$ denote the solution of (4.7), we obtain immediately:

**Theorem 2.** The first-period cost in the pooling branch $c_1(x)$ is independent of the discount factor (for a given $x$), and is an increasing function of the probability $x$ that the good type separates in the first period. In a pooling equilibrium ($x = 0$), $c_1(0) = c^p(\nu_1)$, and in a separating equilibrium ($x = 1$), $c_1(1) = \bar{c}(\nu_1)$. 

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Theorems 1 and 2 reduce the computation of the optimal contract to the choice of a single number \( x \) in \([0, 1]\) and are summarized in Figure 2.

**Remark 1.** We observe that the rent given to the good type in the case of commitment and renegotiation is strictly higher than that in the case of commitment (i.e. \( \Phi(c_1(x)) + \delta \Phi(\bar{c}(\nu_2)) > \Phi(\bar{c}(\nu_1)) + \delta \Phi(\bar{c}(\nu_1)) \)). This results from the fact that \( \Phi(c_1(x)) \geq \Phi(\bar{c}(\nu_1)) \) (since \( c_1(x) \leq \bar{c}(\nu_1) \)) and \( \Phi(\bar{c}(\nu_2)) > \Phi(\bar{c}(\nu_1)) \) (since \( \nu_2 < \nu_1 \Rightarrow \bar{c}(\nu_2) < \bar{c}(\nu_1) \)). (The last inequality is strict because of Theorem 3 below).

**Remark 2.** The principal's behaviour is equivalent to the offering of a choice between a long-term and a short-term contract. The acceptance of the short-term contract (to produce at the cost target \( c_1(x) \) in the first period) is followed by the second-period conditionally optimal contract. As we will see in Section 6, the main difference with the no-commitment case is the possibility for the principal to sign a long-term contract with the good type to which the bad type would be committed if he were to sign it.

### 5. HOW MUCH POOLING?

This section completes the derivation of the optimal contract by determining the probability \( x \) that the good type separates in the first period as a function of the discount factor. The principal's optimization programme over \( x \) may not be concave, as we have little information about the curvature of the functions \( c_1(x) \) and \( c_2(x) \equiv \bar{c}(\nu_2(x)) \). If the solution is not unique, the following properties hold for any optimizing value. For notational simplicity, we will write \( x(\delta) \) as if it were unique. So for instance, "\( x(\delta) \) is non-increasing with \( \delta \)" means "if \( x \) an optimum for \( \delta \) and \( \bar{x} \) is an optimum for \( \delta > \delta_0 \), then \( x \geq \bar{x} \)."
Theorem 3

(i) The good type's probability of separation $x$ is non-increasing with the discount factor $\delta$.

(ii) There exists $\delta_0 > 0$ such that for all $\delta \leq \delta_0$, the optimal contract is a separating one ($x = 1$).

(iii) When $\delta$ becomes large ($\delta \to \infty$), the optimal contract tends towards a pooling contract ($x \to 0$). However, a pooling contract is never optimal ($x > 0$ for all $\delta$).

Thus, when the discount factor increases, the optimal allocation moves from full revelation to full pooling. While full separation is optimal for small discount factors, full pooling is optimal only in the limit of large discount factors. Recall that large discount factors (above 1) need not be absurd, as the discount factor reflects the relative lengths of the accounting periods (or the relative importance of the first- and second-period projects).

Proof of Theorem 3. (i) Let $W(x, \delta, c_1, c_2)$ denote the principal's welfare, where $c_1$ denotes the first-period cost in the pooling branch, and $c_2$ the second-period cost of the bad type. At the optimum, $c_1$ and $c_2$ are functions of $x$, but not of $\delta$: Theorem 1 implies that $c_2 = c_2(x) = \bar{c}(\nu_2(x))$, and Theorem 2 yields $c_1 = \bar{c}_1(x)$. One has:

$$W(x, \delta, c_1, c_2) = G(x, c_1) + \delta H(c_2), \quad (5.1)$$

where

$$G(x, c_1) = -(1 + A)[\nu_1 x (\psi(e^*) + \beta - e^*) + \nu_1 (1 - x) (\psi(\beta - c_1) + c_1)$$

$$+ (1 - \nu_1) (\psi(\beta - c_1) + c_1)] - \lambda \nu_1 \Phi(x)$$

is the "first-period welfare," and

$$H(c_2) = -(1 + A)[\nu_1 (\psi(e^*) + \beta - e^*) + (1 - \nu_1) (\psi(\beta - c_2) + c_2)] - \lambda \nu_1 \Phi(c_2)$$

is the "second-period welfare."

Consider two discount factors $\delta < \tilde{\delta}$ and let $\{x, c_1 = c_1(x), c_2 = c_2(x)\}$ and $\{\tilde{x}, \tilde{c}_1 = c_1(\tilde{x}), \tilde{c}_2 = c_2(\tilde{x})\}$ denote associated optimal allocations. Because renegotiation-proofness depends only on the separating probability and the second-period cost, and not on the discount factor, the principal could have chosen the allocation $\{\tilde{x}, \tilde{c}_1, \tilde{c}_2\}$ when facing discount factor $\delta$. Hence:

$$W(x, \delta, c_1, c_2) \equiv W(\tilde{x}, \delta, \tilde{c}_1, \tilde{c}_2). \quad (5.4)$$

Similarly,

$$W(\tilde{x}, \tilde{\delta}, \tilde{c}_1, \tilde{c}_2) \equiv W(x, \tilde{\delta}, c_1, c_2). \quad (5.5)$$

Adding (5.4) and (5.5), and using (5.2) and (5.3) yields:

$$(\delta - \tilde{\delta}) \left[ [(1 + \lambda)(1 - \nu_1)(\psi(\beta - c_2) + \lambda \nu_1 \Phi(c_2)]ight.$

$$- [(1 + \lambda)(1 - \nu_1)(\psi(\beta - \tilde{c}_2) + \lambda \nu_1 \Phi(\tilde{c}_2))] \] \equiv 0. \quad (5.6)$$

Recall that the function $[(1 + \lambda)(1 - \nu_1)(\psi(\beta - c) + c) + \lambda \nu_1 \Phi(c)]$, which is nothing but the objective function under commitment, is convex in $c$ and takes its minimum value at $c = \bar{c}(\nu_1)$ by definition of $\bar{c}(\nu_1)$. Recall further that $c_2 = \bar{c}(\nu_2(x))$ and $\tilde{c}_2 = \bar{c}(\nu_2(\tilde{x}))$, where $\nu_2(x)$ and $\nu_2(\tilde{x})$ are lower than $\nu_1$, implying that $c_2$ and $\tilde{c}_2$ are lower than $\bar{c}(\nu_1)$ (Proposition 1). Equation (5.6), together with $\delta > \tilde{\delta}$, implies that $c_2 \leq \tilde{c}_2$, which (again from Proposition 1) implies that $\nu_2(x) \leq \nu_2(\tilde{x})$ or $x \geq \tilde{x}$.
(ii) Let us first show that when $\delta$ tends to 0, $x(\delta)$ tends towards 1. If it does not, there exists a subsequence of discount factors tending to 0 (and associated values of $x(\delta)$) such that $1 - x(\delta) \geq \alpha > 0$. Along this subsequence, the good type produces, with probability $\alpha$ at least, at a first-period cost exceeding $e^\delta(\nu_1)$ (Theorem 2) and thus bounded away from $\beta - e^\delta$. Thus the welfare loss relative to the commitment solution does not converge to 0. But choosing $\{x = 1, c_1 = \tilde{c}(\nu_1), c_2 = \tilde{c}(0) = \beta - e^\delta\}$ yields a welfare $W(x, \delta, c_1, c_2)$ that converges to the welfare under commitment when $\delta$ tends to 0 (see (5.1)), a contradiction.

Second, at $\delta = 0$, the optimum is the static optimum and thus involves full separation ($x = 1$). Furthermore,

$$
\frac{d}{dx} \left( W(x, \delta, c_1(x), c_2(x)) \right) \bigg|_{x=1} = \frac{d}{dx} \left( G(x, c_1(x)) \right) \bigg|_{x=1} = \nu_1(1 + \lambda)[(\psi(\beta - \tilde{c}(\nu_1)) + \tilde{c}(\nu_1)) - (\psi(e^\delta) + \beta - e^\delta)] > 0,
$$

where use is made of the envelope theorem. Hence $W(1, \delta, c_1(1), c_2(1)) > W(x, \delta, c_1(x), c_2(x))$ for all $x$ close to (but lower than) 1 and all $\delta$ close to 0.

The intuition behind this proof is that if $E = 1 - x$ is the probability of pooling, the first-period loss in welfare due to pooling is proportional to $E^2$, while the second-period gain due to a reduction in the good type's rent is proportional to $E \delta$.

(iii) When $\delta$ tends to $+\infty$, the (normalized) welfare under pooling $W(0, \delta, c_1(0), c_2(0))/(1 + \delta)$ tends to the (normalized) welfare under commitment. So must the optimal (normalized) welfare. From (5.3), $c_2(x(\delta))$ must converge to $c_2(0) = \tilde{c}(\nu_1)$, which implies that $\nu_2(x(\delta))$ converges to $\nu_1$ or $x(\delta)$ converges to 0 (for $\delta$ large, $G$ becomes negligible relative to $EH$).

Next, fix $\delta$. Let us show that $x = 0$ cannot be optimal:

$$
\frac{d}{dx} \left( W(x, \delta, c_1(x), c_2(x)) \right) \bigg|_{x=0} = \frac{\partial}{\partial x} \left( W(x, \delta, c_1(x), c_2(x)) \right) \bigg|_{x=0} > 0,
$$

using the envelope theorem: $\partial W/\partial c_1 = 0$ for all $x$; and $\partial W/\partial c_2 = 0$ for $x = 0$, as the second-period cost $c_2(0)$ is the commitment one $\tilde{c}(\nu_1)$ (note that for $x > 0$, $\partial W/\partial c_2 > 0$: the principal is constrained by renegotiation proofness in his choice of $c_2$). Hence,

$$
\frac{d}{dx} \left( W(x, \delta, c_1(x), c_2(x)) \right) \bigg|_{x=0} = \frac{\partial G}{\partial x} \bigg|_{x=0} > 0.
$$

Thus full pooling cannot be optimal.

The intuition here is that at the full pooling allocation, small changes in $c_2$ have only second-order effects because the second-period allocation is the commitment one. A small decrease in $c_2$ allows $x$ to become positive without violating renegotiation-proofness, and the first-period allocation is improved to the first order in $x$.  

We can without loss of generality assume that when the principal offers the optimal renegotiation-proof contract (depicted in Figure 2 for the optimal $x$ characterized in Theorem 3), the good type randomizes according to probability $x$ (i.e. the maximal probability that makes the optimal contract renegotiation proof). The reader may wonder how the principal can guarantee that the good type chooses $x$. Because the good type is indifferent between two contracts, he has no particular incentive to do so. Indeed, for this optimal renegotiation-proof contract, there are other continuation equilibria (the reader will check that any $y \leq x$ corresponds to a continuation equilibrium and does not
give rise to renegotiation). However we can show that the principal can obtain his maximal payoff without encountering this issue of multiplicity of continuation equilibria following the contract offer. To do so he must offer a contract that is renegotiated (the following argument is similar to one in Fudenberg–Tirole (1988)). Suppose that in period one the principal offers two contracts: a long-term contract specifying production at cost \( (\beta - \epsilon^*) \) in each period and intertemporal transfer \([ (1 + \delta) \psi(\epsilon^*) + \Phi(c_1(\chi)) + \delta \Phi(\tilde{\epsilon}(\nu_2(\chi))) ]\); and a short-term contract specifying production at cost \( c_1(\chi) \) and transfer \( \psi(\beta - c_1(\chi)) \) for the first period (and nothing for the second period). First, note that the bad type never chooses the long-term contract, because he would get a strictly negative payoff (even if the contract were renegotiated in period two, as renegotiation never raises the bad type’s welfare). Hence the long-term contract is chosen by the good type only, who obtains rent \([ \Phi(c_1(\chi)) + \delta \Phi(\tilde{\epsilon}(\nu_2(\chi))) ]\), and is not renegotiated. Let \( y \) denote the probability that the good type chooses the long-term contract. Second, if the agent chooses the short-term contract, the principal is not committed in period two and offers the optimal static contract for beliefs \( \nu_2(y) \) characterized in Proposition 1. In particular, the good type’s second-period rent is \( \Phi(\tilde{\epsilon}(\nu_2(\chi))) \), so that his intertemporal rent from choosing the short term contract is \([ \Phi(c_1(\chi)) + \delta \Phi(\tilde{\epsilon}(\nu_2(\chi))) ]\). We claim that in equilibrium \( y = x \). For, suppose that \( y > x \), implying \( \nu_2(y) < \nu_2(x) \). From Proposition 1, \( \tilde{\epsilon}(\nu_2(y)) < \tilde{\epsilon}(\nu_2(x)) \). Because \( \Phi(\cdot) \) is decreasing, the good type’s intertemporal rent when choosing the short-term contract strictly exceeds that when choosing the long-term contract. Hence \( y = 0 \), a contradiction. The proof that \( y < x \) is impossible is the same. We thus conclude that 1) the equilibrium of the overall game is unique and 2) the principal can obtain his equilibrium payoff by offering a (renegotiated) contract with a unique continuation equilibrium.

Last, it is instructive to consider the case of small uncertainty (\( \Delta \beta = \bar{\beta} - \beta \) small). Under no-commitment (see our 1987 paper), the welfare distortion relative to commitment is of the first-order in \( \Delta \beta \) (i.e. proportional to \( \Delta \beta \)) for the best pooling contract. In contrast, it remains finite (i.e. does not converge to 0 with \( \Delta \beta \)) for the best separating contract (so that full pooling always dominates full separation for \( \Delta \beta \) small). Under commitment and renegotiation, the welfare loss relative to commitment under both the best full-pooling and the best full-separating contracts (as well as contracts corresponding to intermediate \( x \)'s) turns out to be of the second order in \( \Delta \beta \). To see this, note first that for \( x = 1 \) (separating contract), the allocation differs from the commitment one only with respect to the bad type’s second-period cost, which is equal to \( \bar{\beta} - e^* \) instead of \( \tilde{\epsilon}(\nu_1) \).

So the welfare loss under the best separating equilibrium is
\[
L^* = W^c - W(1, \delta, \tilde{\epsilon}(\nu_1), \bar{\beta} - e^*) = \delta [(1 + \lambda)(1 - \nu_1)(\psi(\bar{\beta} - \tilde{\epsilon}(\nu_1)) + \tilde{\epsilon}(\nu_1)) + \lambda \nu_1 \Phi(\tilde{\epsilon}(\nu_1))] - [(1 + \lambda)(1 - \nu_1)(\psi(e^*) + \bar{\beta} - e^*) + \lambda \nu_1 \Phi(\tilde{\epsilon}(\nu_1))].
\]

But, from (2.8), the difference between \( \tilde{\epsilon}(\nu_1) \) and \( (\bar{\beta} - e^*) \) is proportional to \( \Delta \beta \) for \( \Delta \beta \) small. Furthermore, \( \tilde{\epsilon}(\nu_1) \) minimizes the commitment cost, so that small variations around \( \tilde{\epsilon}(\nu_1) \) have only second-order effects. Hence, \( L^* \) is proportional to \( (\Delta \beta)^2 \).

The proof that \( L^* = W^c - W(0, \delta, e^*(\nu_1), \tilde{\epsilon}(\nu_1)) \) is proportional to \( (\Delta \beta)^2 \) as well is similar. It suffices to note that the best pooling contract differs from the commitment

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9. The principal can guarantee his maximal payoff through a renegotiation-proof contract without relying on the “right mixing” by the good type if the good type’s strategy can be purified. In the spirit of Fudenberg-Tirole (1988) and standard purification arguments, suppose that the agent’s preferences are characterized by another private information parameter than \( \beta \) and that this second parameter has a continuous distribution. Then under some weak assumptions, the principal can offer a renegotiation-proof contract such that a) the good type \( (\tilde{\beta}) \) plays a pure strategy (with probability one over his second parameter) and b) the probability of the good type’s revealing its \( \bar{\beta} \) converges to \( x \) and the principal’s payoff converges to that characterized in the text when the second private information parameter converges to a mass point.
allocation only with respect to the first-period cost, which is equal to \( c^p(v_1) \) instead of \( \bar{\beta} - e^* \) for type \( \beta \) and \( \bar{e}(v_1) \) for type \( \bar{\beta} \).\(^{10}\) We conclude that the best pooling contract and the best separating contract involve little loss for \( \Delta \beta \) small under commitment and renegotiation, contrary to the no-commitment case.\(^{11}\)

6. CONTINUUM OF TYPES

We now assume that the agent’s type \( \beta \) belongs to an interval \([\beta, \bar{\beta}]\), and is distributed according to the cumulative distribution function \( F(\cdot) \) (such that \( F(\beta) = 0, F(\bar{\beta}) = 1 \)) with continuous density \( f(\cdot) \). We make the classic monotone hazard rate assumption: \( F(\beta)/f(\beta) \) is a non-decreasing function of \( \beta \).

Our 1988 paper studies this continuum model under the no-commitment assumption (the relationship is run by two consecutive short-term contracts). A main result there is that separation is not feasible, let alone desirable. That is, there exists no separating first-period incentive scheme \( s_1(c_1) \) (even a suboptimal one); for any \( s_1(\cdot) \), the equilibrium function \( c_1(\beta) \) does not fully reveal the agent’s type. We investigate whether separation is feasible and desirable under renegotiable commitment. The answer is found in:

**Theorem 4**

(i) There exist separating (first-period) incentive schemes. The optimal contract in the class of separating schemes yields the commitment allocation in period 1, and the socially efficient cost in period 2.

(ii) A separating contract is never optimal for the principal.

**Proof.** (i) In a separating equilibrium, the agent’s type is common knowledge at the beginning of period 2. The possibility of renegotiation implies that the agent’s second-period effort is socially optimal: \( e_2(\beta) = e^* \). Hence the agent’s second-period rent \( U_2(\beta) \) grows one-for-one with the agent’s efficiency: \( U_2(\beta) = -1 \) or \( U_2(\beta) - U_2(\bar{\beta}) = \bar{\beta} - \beta \). Thus, fixing \( U_2(\bar{\beta}) = 0 \) w.l.o.g., both the agent’s effort and his rent, and therefore the principal’s second-period welfare, are the same in all separating contracts. We call the second-period contract the sell-out contract.

The principal, if constrained to choose a separating contract, thus maximizes his first-period welfare. But, by definition, the welfare-optimal scheme is the commitment scheme. The commitment scheme is computed for a continuous distribution (see Appendix 3 or Laffont-Tirole (1986)). Under the monotone hazard rate assumption, the agent produces at cost \( c_1(\beta) = c^*(\beta) \), where \( c^*(\beta) \geq \beta - e^* \) (with strict inequality except at \( \beta = \bar{\beta} \) and \( c^*(\beta) \) is a strictly increasing function of \( \beta \).

Conversely, suppose that the principal offers the following contract: “The agent can choose first-period cost in the interval \([c^*(\beta), c^*(\bar{\beta})]\). If he has produced at cost \( c_1 \) in the first period, he must produce at cost \( (c^* - 1)(c_1) - e^* \) in the second, and receives intertemporal transfer \( \psi((\beta - e^*)(d\beta + \delta(\bar{\beta} - c^*-1(c_1)))' \). He thus asks for the efficient effort \( e^* \) in period 2. The first part of the transfer is the compensation for the intertemporal disutility of effort. The second part corresponds to the rent in the commitment contract, plus the second-period rent.

10. The best pooling contract dominates the pooling contract specifying \( c_1 = \beta - e^* \) for both types. But, because \( \bar{e}(v_1) - (\beta - e^*) \) is proportional to \( \Delta \beta \) for \( \Delta \beta \) small, the welfare distortion of this alternative pooling contract relative to commitment is itself of the second order.

11. The best separating contract dominates the best pooling contract for \( \delta \) small, and the converse holds for \( \delta \) larger (by the same reasoning as in the proof of Theorem 3, but restricting the choice of \( x \) between two values; 0 and 1).
By construction, this contract yields the commitment welfare in the first period, and the sell-out welfare in the second. The agent’s local incentive compatibility constraint is satisfied by construction; checking that the global incentive compatibility constraint holds as well is routine.

(ii) The non-separation result is proved in Appendix 3. The intuition is the following. In the best separating equilibrium (characterized in (i)), the first-period allocation is the commitment one. That is, it maximizes ex ante welfare subject to the informational constraints. This implies that any change in the first-period allocation has second-order effect. In contrast, the second-period allocation is not optimal from the point of view of the ex ante informational structure. This implies that changes in the corresponding allocation have first-order effects on welfare.

From (i), we know that the only way to change the second-period allocation is to create some pooling in the first period. Our proof shows that, starting from the best separating contract, the principal can force the less efficient types to pool in the first period and thus increase his intertemporal welfare. More precisely, suppose that he penalizes the agent heavily if the latter’s cost exceeds \( c^* (\beta - \varepsilon) \), where \( \varepsilon \) is positive and small, and that he keeps the same transfers for costs in \([c^*(\beta), c^*(\beta - \varepsilon)]\) as in the commitment solution. The “bad types”, i.e. those in \([\beta - \varepsilon, \beta]\), now pool at cost \( c^*(\beta - \varepsilon) \). This increases the bad types’ efficiency (because \( c_1 \) is brought closer to its efficient level for those types. Recall that \( c^*(\beta) > \beta - \varepsilon^* \)), but increases all types’ rent (because \( U_1(\beta) = -\psi'(\beta - c_1(\beta)) \) and \( U_1(\beta) = 0 \). Overall, the change decreases welfare only to the third order in \( \varepsilon \): to the second order times the length \( \varepsilon \) over which the change operates. In contrast, in period 2, the pooling of the bad types goes in the right direction from an ex ante point of view. Because the principal offers the conditionally optimal contract given truncated beliefs on \([\beta - \varepsilon, \beta]\), the cost of each bad type (but type \( \beta - \varepsilon \)) is raised a bit (in a credible way), which moves the allocation in the direction of the commitment solution. The welfare gain is second order in \( \varepsilon \): first order times the length \( \varepsilon \) over which the change operates.

Theorem 4 shows that commitment and renegotiation is intermediate between full-commitment (for which separation is optimal) and no-commitment (for which separation is not feasible). Here separating contracts exist, but are not optimal.

7. APPLICATION TO INTERTEMPORAL PRICE DISCRIMINATION.

After substitution of effort \( \varepsilon = \beta - c \), our model is one of adverse selection with type \( \beta \) and screening variable \( c \). The conclusions obtained in this paper apply to alternative adverse selection models. An obvious candidate for this transposition is the repeated version of the monopoly price (or quality) discrimination paradigm. Consider the following static two-type model (see, e.g. Maskin-Riley (1984)). A monopolist produces a good at marginal cost \( \gamma \), and supplies an amount \( q \) to a buyer, who derives a surplus \( V(q, b) \) from its consumption, where \( V_q > 0, V_{qq} < 0, V_b > 0, V_{qb} > 0, V_{qbb} \geq 0 \). The taste parameter \( b \) is private information to the buyer and can take two values: \( \tilde{b} \) (“bad type” or “low-valuation buyer”) with probability \( 1 - \nu_1 \) and \( \tilde{b} \) (“good type” or “high-valuation buyer”) with probability \( \nu_1 \). Let \( \tilde{q}^* \) and \( q^* \) denote the complete information or socially optimal consumptions: \( V_q(\tilde{q}^*, \tilde{b}) = V_q(q^*, b) = \gamma \) (with \( \tilde{q}^* > q^* \)).

We now assume that the seller has incomplete information about \( b \). Let \( \Phi(q) = V(q, \tilde{b}) - V(q, b) \) with \( \Phi' > 0 \) and \( \Phi'' \geq 0 \). The monopolist chooses an optimal non-linear price subject to the buyer’s IR and IC constraints so as to maximize its profit. In a
single-period context, the good type’s consumption is socially optimal: \( \bar{q} = q^* \) while the bad type’s consumption \( q = g(\nu_1) \), which is lower than \( q^* \), maximizes the social surplus for this type minus the good type’s rent:

\[
q(\nu_1) = \arg \max_q \{(1 - \nu_1)(V(q, b) - \gamma q) - \nu_1 \Phi(q)\}. \tag{7.1}
\]

((7.1) is the analogue of Programme (I) in Section 2.)

This price discrimination model is formally identical to ours (\( b \) corresponds to minus \( \beta \), \( q \) to minus \( c \), etc.) Hence, we can apply our results to its twice-repeated version. Assume that the seller leases the good to the buyer in each of two periods. \( V(\cdot, \cdot) \) and \( \gamma \) are then per-period surplus and marginal cost. (The good can either be a perishable, i.e. one-period lived, good with production cost \( \gamma \), or a good that lasts two periods and costs \( \gamma(1 + \delta) \) to produce. In the latter case, to ensure that the second-period opportunity cost is \( \gamma \), one must assume either that there exist overlapping generations of two-period lived consumers and that the firm can price-discriminate between generations or that a one-period lived version can be produced at cost \( \gamma \) as well.) The seller offers in period one a long-term leasing contract, which he can offer to renegotiate in period two. The solution will be called the “LT contracting solution” (where LT stands for “long-term”, and the possibility of renegotiation under LT contracting is implicit). In the optimal contract, the seller offers the buyer a choice between two consumption levels in period one: \( \bar{q}^* \), which is chosen by the good type only, and is followed by the same consumption in period 2; and \( q_1(x) \), which is chosen by the bad type and possibly by the good type and is given by the analogue of the maximization of (4.2) with respect to \( a_1 \):

\[
q_1(x) = \arg \max_q \{\nu_1(1-x)(V(q, b) - \gamma q) + (1 - \nu_1)(V(q, b) - \gamma q) - \nu_1 \Phi(q)\}, \tag{7.2}
\]

where \((1 - x)\) is the probability that the good type pools with the bad type. This pooling consumption is followed by the conditionally-optimal price discrimination scheme, yielding consumptions \( \bar{q}^* \) and \( g(v_2(x)) \) to the good and bad types (where \( v_2(x) = \nu_1(1-x)/(\nu_1(1-x) + 1 - \nu_1) \)).

Hart and Tirole (1988) solved this model of long-term leasing with renegotiation in a \( T \)-period framework for the case of unit demand \((q = 0 \) or \(1)). A main result of their paper is that the equilibrium LT contract is equivalent to the Coasian durable-good equilibrium. In Coase’s durable good model, buyers have unit demands for a perfectly durable good. They differ in their valuations for the good. At each date \( t \), the seller offers a new price \( P_t \) for the purchase of the good. Equilibrium is characterized by a decreasing sequence of price offers. The seller screens low-valuation buyers through their willingness to delay their purchase and wait for a lower price. In contrast, in Hart–Tirole,
the seller offers buyers long-term leasing contracts that are renegotiated if the concerned buyer and the seller find it mutually advantageous to do so. Yet, the outcome in the rental model under commitment and renegotiation is the same as that in the sale model under no-commitment. One may wonder whether an analogous result holds in the multi-unit case. Before tackling this problem, we make three remarks. First, to the best of our knowledge, the durable-good model has not yet been studied with multi-unit consumption. Second, if such an equivalence result is to hold, we must consider non-linear pricing in each period in the durable-good model. Third, to make things comparable, we assume that supplying in period 1 a good that lasts for two periods costs \((1 + \delta)\gamma\), i.e. \((1 + \delta)\) as much as supplying a single-period-lived product.

It is straightforward to show that the seller cannot obtain more in the durable-good model than under a LT contract. For, in the LT contract framework, the seller can offer the consumption pattern corresponding to the durable-good equilibrium. In period 2, the buyer’s consumption pattern is conditionally optimal for the seller (because the durable-good model has no commitment, the seller optimizes in the second period), and is thus renegotiation-proof.15

Conversely, the LT contract outcome can be achieved by the durable-good monopolist subject to the caveat described below. For a central result of our paper (transposed to price discrimination) is that, following the pooling consumption, the seller uses the conditionally optimal price discrimination (see Theorem 1). So, consider the following strategies in the durable-good model: “In period 1, the seller offers for sale the quantities \(q_1(x)\), at price \(V(q_1(x), b)(1+\delta)\), and \(q^*\), at price \(V(q^*, b)(1+\delta) - \delta \Phi(q_2(x))\) (where \(x\) is the equilibrium probability under LT contracting, and \(q_1(x)\) is given by (7.2)). In period 2, no further offer is made if the buyer has purchased \(q^*\) in period 1. If the buyer has bought \(q_1(x)\) in period 1, the seller offers quantities \((q^* - q_1(x))\), at price \(V(q^*, b) - V(q_1(x), b) - \delta \Phi(q_2(x))\), and \((q_2(x) - q_1(x))\), at price \(V(q_2(x), b) - V(q_1(x), b)\). The low-valuation buyer purchases \(q_1(x)\) in the first period. The high-valuation buyer purchases \(q^*\) with probability \(x\) and \(q_1(x)\) with probability \(1 - x\) in the first period”. Given the first-period sale offers, the seller’s and the buyer’s behaviour clearly forms a continuation equilibrium of the durable-good game. Furthermore, the first-period sale offers are optimal for the seller because, from our earlier result, the seller’s profit in the durable-good model cannot exceed that for the optimal LT contract.

The caveat is apparent in the previous proof. For the equivalence result to hold, the buyer’s consumption under LT contracting must be non-decreasing. This amounts to the condition: \(q_1(x) \leq q_2(x)\). This condition holds for discount factors under some threshold level from Theorem 3.16 For instance, for small discount factors, the equilibrium is separating (\(x = 1\)) so that \(q_1(x) = g(\nu_1) < g(\nu_2(x)) = q^*\). But for discount factors above the threshold level, \(q_1(x)\) exceeds \(g(\nu_2(x))\), and the durable-good monopolist’s profit is strictly lower than the profit under LT contracting (because LT contracting allows decreasing consumption paths).

To summarize our study of the two-period framework, the equivalence between Coasian durable-good dynamics and LT contracting holds as long as the discount factor is lower than some threshold value, i.e. as long as the low-valuation buyer’s consumption under long-term contracting is time-increasing. Alternatively, our work can be viewed as

14. We are grateful to Oliver Hart for suggesting this question.
15. This simple reasoning holds only in the two-period model. With more than two periods, a more elaborate argument is needed. See Hart–Tirole (1988) for the unit demand case.
16. Theorem 3 implies that \(x\) is a non-increasing function of \(\delta\). Furthermore, \(g(\nu_2(x))\) is increasing in \(x\) while \(q_1(x)\) decreases with \(x\).
generalizing the durable-good model to, and deriving the equilibrium for, multi-unit consumption.

**Theorem 5.** Consider the two-period two-type price discrimination (rental) model with commitment and renegotiation.

(i) In the first period the buyer chooses between consumptions $q^*$ and $q_1(x)$ where $q^* > q_1(x)$. Consumption $q^*$, which is chosen by the high-valuation consumer with probability $x$, is repeated in period two. With probability $(1-x)$, the high-demand consumer pools with the low-demand consumer and consumes $q_1(x)$ in period one. They then consume $q^*$ and $q(v_2(x))$ respectively in period two.

(ii) There exists a discount factor $\delta_0 > 0$ such that the outcome in the rental model under commitment and renegotiation (characterized in (i)) is the same as that in the sale model under no-commitment if and only if $\delta \leq \delta_0$.

8. COMMITMENT, RENEGOTIATION AND NO-COMMITMENT

In Laffont–Tirole (1987, 1988), we studied the model of this paper under the assumption that the relationship is organised by way of a sequence of two short-run contracts (the no-commitment case). That is, the principal offers a first-period incentive scheme $s_1(c_1)$, observes $c_1$, and offers in period 2 the contract $s_2(c_2, c_1)$ that is conditionally optimal given posterior beliefs. More generally, the exploration of commitment and renegotiation and of no-commitment as complementary. The first refers to a complete contract situation and the second to a situation in which the parties cannot commit, either because of legal constraints (as may be the case for public procurement) or because the second-period contingencies are hard to foresee or costly to include in the initial contract. Alternatively, when complete contracts can be signed, the comparison between the two yields a measure of the value of commitment. Figure 3 gathers some results from the three papers and compares commitment, commitment and renegotiation, and no-commitment.

Notes on Figure 3

(a) The “randomization” can be degenerate, as in the case of full separation.

(b) Only the weaker property that full pooling is preferred to full separation is proved in our 1987 paper. However, it is easily shown that the equilibrium allocation is essentially the one obtained under full pooling.

(c) $U^c = \Phi(c_1(x)) + \delta \Phi(c_2(x))$ is equal to $\Phi(c(v_1)) + \delta \Phi(\bar{\beta} - e^*) > (1 + \delta)\Phi(c(v_1)) = U^c$ for $\delta$ small. When $\delta$ tends to infinity, $U^c/\delta = \Phi(c(v_1)) = U^c/\delta$.

(d) For $\delta$ small, the no-commitment equilibrium is separating and the rent is $U^{nc} = \Phi(c(v_1)) + \delta \Phi(\bar{\beta} - e^*) = U^c$.

(e) In general, $W^{nc} \leq W^r$, because under commitment and renegotiation, the principal can always offer a short-term contract in the first-period and thus duplicate the no-commitment solution. The two welfares coincide only when the bad type’s IC constraint is not binding in the no-commitment case, i.e. when $\delta$ is small. See also the comments below.

(f) “Full separation” means that the principal learns the agent’s type at the end of the first period. “Feasibility” refers to the existence of a (not necessarily optimal) contract that separates the types. “Desirability” refers to the optimal contract.

17. Baron and Besanko (1987) study a different form of limited commitment. The firm promises to produce in period 2 and the principal commits to use in period 2 a mechanism which is “fair”, i.e. which leaves to the firm non-negative profits given the information transmitted in period 1.
<table>
<thead>
<tr>
<th>Nature of commitment</th>
<th>Full commitment (c)</th>
<th>Commitment and renegotiation (r)</th>
<th>No commitment (nc)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Two types</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Binding IC constraint in first period</td>
<td>Good type's</td>
<td>Good type's</td>
<td>Good type's, bad type's, or both</td>
</tr>
<tr>
<td>First period revelation</td>
<td>Full separation</td>
<td>Randomization* by good type</td>
<td>Randomization* by one or the two types</td>
</tr>
<tr>
<td>Equilibrium for small $\delta$</td>
<td>Full separation</td>
<td>Full separation</td>
<td>Full separation</td>
</tr>
<tr>
<td>Equilibrium for large $\delta$</td>
<td>Full separation</td>
<td>Tends to full pooling</td>
<td>Tends to full pooling*</td>
</tr>
<tr>
<td>Second-period contract conditionally optimal?</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Good type's rent $(U^c, U'^c, U'^{nc})$</td>
<td>$U^c &gt; U'^c$ as $\delta \to 0$</td>
<td>$U'^{nc} = U'^c &gt; U^c$</td>
<td>$U'^{nc} \simeq U'^c$ in general*</td>
</tr>
<tr>
<td>Principal's expected welfare $(W^c, W'^c, W'^{nc})$</td>
<td>$W'^c &lt; W^c$</td>
<td>$W'^{nc} = W'^c$ for $\delta$ small</td>
<td>$W'^{nc} &lt; W'^c$ otherwise*</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Continuum of types</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Full separation feasible ?*</td>
<td>Yes</td>
<td>Yes*</td>
<td>No</td>
</tr>
<tr>
<td>Full separation desirable ?*</td>
<td>Yes</td>
<td>No</td>
<td>No (&quot;much pooling&quot;)</td>
</tr>
</tbody>
</table>

**FIGURE 3**

(g) The principal can fully separate the types by offering a sell-out contract from date 1 on (i.e. offering $s_1(c) = s_2(c) = (\psi(e^*) + \bar{\beta} - e^*) - c$, where $\bar{\beta}$ is the upper bound of the interval of types).

The renegotiation case technically resembles the commitment case in that the IC constraints are well-behaved: only the good type's IC constraint is binding. In contrast, under no-commitment, the good type must receive a high first-period reward to reveal his information, because ratcheting makes such revelation costly to him. The bad type may then be tempted to "take-the-money-and-run", i.e. to mimic the good type in the first period, get the high reward and refuse to produce in the second period (this strategy is particularly tempting if $\delta$ is high, because the good type values the future much and therefore must be bribed more to reveal his type). This possibility makes the bad type's IC constraint binding if the discount factor is not too small. The take-the-money-and-run strategy can be prevented under commitment (even with renegotiation) by forcing the agent to repeat his first-period performance if the latter was excellent (i.e. equal to $\bar{\beta} - e^*$).

In both the renegotiation and no-commitment cases, the first-period contract involves pooling if the discount factor is not too small. Furthermore, the second-period contract is conditionally optimal. In a sense, the main difference between these two cases is the possibility for the principal under commitment and renegotiation to prevent the take-the-money-and-run strategy. This power allows him to give the good type more incentives.
to separate without having the bad type mimic the good type in the first period. Because the take-the-money-and-run strategy is not optimal for the bad type for small discount factors, it is not surprising that the renegotiation and no-commitment solutions coincide for small discount factors.

An apparent lesson of our three papers and of Figure 3 is that the renegotiation case is somewhat intermediate between the commitment and no-commitment paradigms.

APPENDIX 1

Optimal Scheme under (Full) Commitment

The optimal static commitment solution is characterized in Proposition 1. Suppose that the principal can commit over two periods. A two-period mechanism is a pair of cost-transfer vectors

\[ M_1: (c_1, s_1), (\bar{c}_1, \bar{s}_1) \]

in period 1, and a similar pair in period 2

\[ M_2: (c_2, s_2), (\bar{c}_2, \bar{s}_2). \]

Expected social welfare is:

\[
W^* = \nu v_S \left[ S - (1 + \delta)(c_1 + s_1) + s_1 - \psi(\beta - \bar{c}_1) \right] + (1 - \nu) \delta \left[ S - (1 + \delta)(c_2 + s_2) + s_2 - \psi(\bar{c}_2 - c_2) \right]
\]

\[
+ \nu \delta \left[ S - (1 + \lambda)(c_1 + s_1) + s_1 - \psi(\beta - \bar{c}_1) \right] + (1 - \nu) \lambda \left[ S - (1 + \lambda)(c_2 + s_2) + s_2 - \psi(\bar{c}_2 - c_2) \right].
\] (A.1)

Let \( M: (c, s), (\bar{c}, \bar{s}) \) denote the optimal static mechanism (\( M \) turns out to be deterministic under our assumptions, but the following reasoning carries over to optimal static mechanisms that are stochastic). The associated one-period welfare is:

\[
W = \nu v_S \left[ S - (1 + \lambda)(c + s) + s - \psi(\beta - \bar{c}) \right] + (1 - \nu) \delta \left[ S - (1 + \lambda)(\bar{c} + \bar{s}) + \bar{s} - \psi(\bar{c} - \bar{c}) \right].
\]

Note that \( M \) repeated twice is an incentive compatible and individually rational mechanism that yields welfare \((1 + \delta)W\) in the two-period model. Suppose that \( W^* > (1 + \delta)W \), and consider the following static stochastic mechanism: \( M = M_1 \) with probability \( \frac{1}{1 + \delta} \) and \( M_2 \) with probability \( \frac{\delta}{1 + \delta} \) (so, for instance, when announcing \( \beta \), the firm is instructed to produce at cost \( c_1 \) and receives transfer \( s_1 \), with probability \( \frac{1}{1 + \delta} \), and is instructed to produce at cost \( c_2 \) and receives transfer \( s_2 \), with probability \( \frac{\delta}{1 + \delta} \)). Mechanism \( \tilde{M} \) is incentive compatible and individually rational (because \( (M_1, M_2) \) is in the dynamic context) and yields expected welfare \( W^*/(1 + \delta) > W \), which contradicts the optimality of \( M \) in the static context.

APPENDIX 2

Proof of Lemma 1

We assume that the principal offers two contracts \( A \) and \( B \) in the first period (see footnote 6). We shall later show that the use of more than two contracts does not increase the principal's welfare. The bad type's intertemporal utility may be set equal to zero (if it were equal to a strictly positive number, the principal could uniformly reduce all rents by this number and reach a higher welfare without perturbing any of the IR, IC and RP constraints). Furthermore we can choose the intertemporal structure of transfers to put the bad type's utility equal to zero in each period.

Let \( a_1 \) and \( b_1 \) denote the first-period costs in these two contracts, and \( a_2 \) and \( b_2 \) the corresponding bad type's second-period costs (Proposition 2 implies that the good type's second-period cost in both contracts is \( \beta - e^* \)). Let \( A_1 \) and \( A_2 \), and \( B_1 \) and \( B_2 \) denote the good type's first- and second-period rents (i.e. the utility levels since the IR levels are normalized at zero) in contracts \( A \) and \( B \).

Let \( x \) (respectively \( 1 - x \)) denote the probability that the good type chooses contract \( B \) (respectively \( A \)). Similarly \( y \) is the probability that the bad type chooses contract \( A \). We assume that \( 1 > x, y > 0 \), so that we have "double randomization".18 Our goal is to show that the principal can do as well with randomization by

18. We assume that the principal keeps both types in both contracts. As noted in the text, if the principal kept only the good type in period two in contract \( B \), the contract \( B \) second-period cost would be the socially optimal one for the good type. The following proof shows that the principal is better off if the bad type ceases to randomize and chooses contract \( A \) with probability one (i.e., produces with probability one in period two).
one type only or no type at all. The good type randomizes between the two contracts only if he obtains the same intertemporal rent in both:

\[ A_1 + \delta A_2 = B_1 + \delta B_2. \]  

(A.2)

(A.2) will be called the (first-period) incentive compatibility constraint.

Last let \( \gamma_2 \) denote the posterior probability that the agent has type \( \beta \) given that first-period cost was \( b_1 \) (i.e. contract \( B \) was chosen). Similarly \( \mu_2 \) is the posterior probability following cost \( a_1 \).

Figure 4 summarizes the situation.

From our normalization (the rent of the bad type is zero in each period), the rent of the good type in period 1 is the static rent \( \Phi(b_1) \) for contract \( B \) and \( \Phi(a_1) \) for contract \( A \). So we obtain:

Claim 1. \( A_1 = \Phi(a_1) \) and \( B_1 = \Phi(b_1) \).

From Corollary 1, we know that \( A_2 \equiv \mathcal{U}(\mu_2) \) and \( B_2 \equiv \mathcal{U}(\gamma_2) \). We next show that both second-period contracts are rent-constrained contracts and that one of the two is a conditionally optimal contract:

Claim 2. (i) Either \( A_2 = \mathcal{U}(\mu_2) \) or \( B_2 = \mathcal{U}(\gamma_2) \). (ii) \( A_2 = \Phi(a_2) \) and \( B_2 = \Phi(b_2) \).

Proof. (i) Suppose that \( A_2 > \mathcal{U}(\mu_2) \) and \( B_2 > \mathcal{U}(\gamma_2) \). From Corollary 4, the principal could in the first period offer contracts that reduce \( A_2 \) and \( B_2 \) slightly and increase welfare. If \( A_2 \) and \( B_2 \) are reduced in equal amounts (which is feasible because they can be lowered continuously), the IC constraint (A.2) is kept satisfied and the randomizing probabilities and the first-period allocations can be kept the same.

(ii) Suppose without loss of generality that \( A_2 = \mathcal{U}(\mu_2) \) and that \( B \) specifies a sell-out contract in period 2. From Proposition 2, the sell-out contract is renegotiation-proof for any posterior \( \gamma_2 \). This implies that we can change the probabilities \( x \) and \( y \) without perturbing the renegotiation-proofness of contract \( B \).
Corollary 3 implies that renegotiation-proofness of contract \( A \) is preserved if the new probabilities \( \tilde{x} \) and \( \tilde{y} \) are chosen so that the induced posterior \( \mu_2 \) is at least as large as \( \mu_2 \), i.e.

\[
\frac{(1 - \tilde{x})\nu_1}{\nu_1(1 - \tilde{x}) + (1 - \nu_1)\tilde{y}} \geq \mu_2 \tag{A.3}
\]
or

\[
\nu_1(1 - \mu_2)(1 - \tilde{x}) \geq (1 - \nu_1)\mu_2\tilde{y} \tag{A.4}
\]

The principal's welfare \( W(\tilde{x}, \tilde{y}) \) is linear in \( \tilde{x} \) and \( \tilde{y} \), keeping contracts (i.e. \( a_1, a_2, b_1 \) and \( b_2 \)) constant. Its maximization with respect to \( \tilde{x} \) and \( \tilde{y} \), under (A.4) and \( 0 \leq \tilde{x} \leq 1 \) and \( 0 \leq \tilde{y} \leq 1 \) yields corner solutions. Consequently, at least one of the \( \tilde{x} \) and \( \tilde{y} \) is 0 or 1 and the maximum of the principal's welfare can be reached without double randomization by the agent, a contradiction. 11

Claim 2 implies that (A.2) can be written in the following way:

\[
\Phi(a_1) + \delta\Phi(a_2) = \Phi(b_1) + \delta\Phi(b_2). \tag{A.5}
\]

Let us assume w.l.o.g. that \( a_1 \geq b_1 \). Then \( \Phi(a_1) \geq \Phi(b_1) \) and therefore \( a_2 \geq b_2 \) from (A.5).

**Claim 3.** \( c^\rho(\gamma_2) \geq c^\rho(\mu_2) \).

**Proof.** From (2.10), this amounts to showing that \( \gamma_2 \geq \mu_2 \). From Claim 2, we have two cases to consider.

Case a: \( a_2 = \hat{c}(\mu_2) \) and \( b_2 = \hat{c}(\gamma_2) \).

The inequality \( a_2 \geq b_2 \) implies that \( \hat{c}(\mu_2) \geq \hat{c}(\gamma_2) \), which from Proposition 1, yields \( \mu_2 \geq \gamma_2 \).

Case b: \( b_2 = \hat{c}(\gamma_2) \) and \( a_2 \leq \hat{c}(\mu_2) \).

From the strict concavity of the objective function in the commitment case, raising \( a_2 \) slightly strictly increases welfare. But to keep (A.5) satisfied, \( a_1 \) must be reduced slightly. This also increases welfare (or has a second-order effect) if \( a_1 \geq c^\rho(\mu_2) \). Hence we have \( a_1 < c^\rho(\mu_2) \).

Next, because \( b_2 \) is conditionally optimal, a small reduction in \( b_2 \) has only a second-order effect on second-period welfare, and, from Proposition 2, preserves renegotiation-proofness of contract \( B \). So it must be the case that a slight increase in \( b_1 \) (so as to keep (A.5) satisfied) does not raise first period welfare. Hence \( b_1 \geq c^\rho(\gamma_2) \). But since \( a_1 \geq b_1 \), \( c^\rho(\mu_2) > c^\rho(\gamma_2) \) and \( \mu_2 < \gamma_2 \).

We are led to consider two cases through the next result.

**Claim 4.** Either

\[
c^\rho(\gamma_2) \leq a_1 \leq c^\rho(\mu_2) \tag{Case 1}
\]

Or

\[
b_1 < c^\rho(\gamma_2) \leq c^\rho(\mu_2) < a_1 \tag{Case 2}
\]

**Proof.** Suppose first that \( b_1 \geq c^\rho(\gamma_2) \) and either \( b_1 < c^\rho(\gamma_2) \) or \( a_1 < c^\rho(\mu_2) \) (or both). Raising slightly \( a_1 \) and \( b_1 \) so as to keep \( \Phi(b_1) - \Phi(a_1) = \frac{\beta - e^*}{2} \) constant (and thus (A.5) satisfied) raises the principal's welfare to the first order by bringing the first-period costs towards the optimal pooling cost corresponding to the mix of types associated with each contract. (This again results from the strict concavity of the pooling objective function. When \( b_1 = c^\rho(\gamma_2) \), say, a slight increase in \( b_1 \) has only second-order effects on the principal's welfare). The proof is identical when \( c^\rho(\gamma_2) \leq a_1 \geq c^\rho(\mu_2) \), with either \( c^\rho(\gamma_2) < b_1 \) or \( c^\rho(\mu_2) < a_1 \) (or both). It then suffices to reduce \( b_1 \) and \( a_1 \) slightly keeping (A.5) satisfied. 11

We consider the two cases defined in Claim 4 sequentially:

Case 1. Let us show that a slight increase in \( x \) raises welfare. An increase in \( x \) amounts to a displacement of the "good type population" from branch \( A \) to branch \( B \). The good type's rent is unaffected; so is the second-period efficiency (because the good type produces at \( \beta - e^* \) in both cases). The first-period efficiency strictly increases if \( b_1 < a_1 \). [The case \( b_1 = a_1 \) is uninteresting as (A.5) then implies \( b_2 = a_2 \), and thus the two contracts are identical and can be merged. Renegotiation proofness is preserved in the merger because the new posterior beliefs, equal to \( \nu_1 \), are a convex combination of \( \mu_2 \) and \( \gamma_2 \), because of the fact that \( \hat{c}(\nu_1) \leq \hat{c}(\gamma_2) \) and because of Corollary 3.] For, from (2-10),

\[
\beta - e^* < c^\rho(\gamma_2) \geq b_1 < a_1.
\]

By strict concavity of the objective function under commitment, a reduction in the good type's cost above \( \beta - e^* \) raises welfare.
The next question is whether the increase in x maintains renegotiation-proofness. It clearly does for contract B from Corollary 3. It also does for contract A unless $A_2 = U(\mu_2)$ (also from Corollary 3). So assume that $A_2 = U(\mu_2)$. A small increase in x requires a slight upward adjustment in $A_2$ (i.e. a slight downward adjustment in $\alpha_2$) to preserve renegotiation-proofness. But this increase in $A_2$ has only a second-order welfare effect, because the initial contract is conditionally optimal. Next, this decrease in $a_2$ requires a small increase in $a_1$ to keep (A.5) satisfied. But $a_1 \approx e'(\mu_2)$ implies that an increase in $a_1$ raises first-period welfare (or does not affect it to the first-order).

So we conclude that a slight increase in x, together with small changes in $a_1$ and $a_2$ so as to keep (RP) and (A.5) satisfied, strictly increases welfare, a contradiction.

Case 2. First suppose that $B_2 = U(\gamma_2)$. Then any small reduction in $b_2$ has a second-order effect on welfare and preserves renegotiation-proofness by Proposition 2. A small increase in $b_1$ to keep (A.5) satisfied strictly increases welfare because $b_1 < e'(\gamma_2)$. Hence $B_2 > U(\gamma_2)$ (and therefore $A_2 = U(\mu_2)$).

Keeping everything else (costs) constant, let $W(\bar{x}, \bar{y})$ denote the principal's welfare when the randomizing probabilities are $\bar{x}$ and $\bar{y}$. W is linear in $\bar{x}$ and $\bar{y}$. From Corollary 3, any $(\bar{x}, \bar{y})$ satisfying

$$v_1(1 - \mu_2)(1 - \bar{x}) \approx \mu_2(1 - v_1)\bar{y}$$

(A.6)

yields posterior beliefs $\bar{\mu}_2 \approx \mu_2$ in contract A and thus preserves renegotiation-proofness in this contract. In the $(\bar{x}, \bar{y})$ space, the solution of the maximization of the linear objective function $W$ over the half-space defined by (A.6) and over the constraints that $\bar{x}$ and $\bar{y}$ belong to $[0, 1]$ and that $B_2 \approx U(\gamma_2(\bar{x}, \bar{y}))$ (renegotiation-proofness on contract B) is a corner solution. Either $B_2 = U(\gamma_2(\bar{x}, \bar{y}))$ and our previous condition is violated, or $\bar{x}$ or $\bar{y}$ (or both) is equal to 0 or 1, and the double randomization assumption is violated.

We thus conclude that in both cases, maximal welfare can be reached without double randomization. That is, there exists a renegotiation-proof contract that yields the same intertemporal rent to the good type, and at least as much welfare to the principal, and that involves randomization by at most a single type. Note in passing that this shows also that there is no point considering more than two contracts. With more than two contracts, one can apply the above reasoning to any pair of pooling contracts. Because it is possible to keep the agent's rent constant in the inductive reduction process, this shows that there is at most one pooling contract.

The next step in the proof of Lemma 1 consists in showing that randomization by the bad type only cannot be optimal for the principal. Suppose that $x = 1$ (the case $x = 0$ is treated identically). Then $a_2 = \bar{\beta} - e^*$ because, following $\alpha_1$, it is common knowledge that the agent's type is $\bar{\beta}$.

Suppose first that

$$A_1 + \delta A_2 < B_1 + \delta B_2.$$  
(A.7)

Then $a_1 = \bar{\beta} - e^*$, moving $a_1$ towards $\bar{\beta} - e^*$ raises efficiency and affects neither the incentive constraint (A.7) nor the good type's rent. Because branch A is efficient (the bad type produces at the efficient cost in each period), an increase in $y$ raises efficiency and preserves renegotiation proofness of contract B by raising $\gamma_2$ (from Corollary 3). Thus there exists a dominating separating equilibrium (with $y = 1$).

Second, suppose that

$$A_1 + \delta A_2 = B_1 + \delta B_2.$$  
(A.8)

Let $W(y)$ denote the principal's welfare when $y$ varies, everything else being kept constant. It is linear in $y$. If $W_y \geq 0$, one can increase $y$ without reducing welfare, and keep renegotiation-proofness in contract B. If $W_y < 0$, a slight decrease in $y$ strictly raises welfare. However, it lowers $\gamma_2$, and to preserve renegotiation proofness in contract B, the principal must increase $B_2$ (i.e. lower $b_2$) slightly. Because the second-period contract following $b_2$ is conditionally optimal, this adjustment has only a second-order effect on the principal's welfare. Hence the upper bound cannot be reached by having only the bad types randomize, which completes the proof of Lemma 1. 

APPENDIX 3

Proof of Theorem 4—Separation is Not Optimal with a Continuum of Types

The optimal static mechanism is the solution of:

$$\text{Max } \int \bar{\beta} [S - (1 + \lambda)(\beta - e(\beta)) - \lambda U(\beta)]dF(\beta)$$  
(IV)

$$U(\bar{\beta}) = -\psi'(e(\beta)) \text{ a.e.}$$  
(A.9)

$$U(\bar{\beta}) \geq 0$$  
(A.10)

$$e(\beta) \geq 1.$$  
(A.11)
(A.9) is a rewriting of the incentive constraint. Indeed, faced with a revelation mechanism, the agent maximizes
\[ s(\beta) - \psi(\beta - c(\beta)) \]
with respect to its announcement \( \tilde{\beta} \), leading to the first-order incentive constraint (see Guesnerie and Laffont (1984) for details):
\[ s(\beta) - \psi'(\beta - c(\beta))c(\beta) = 0 \]  
(A.12)
and the necessary and sufficient second-order condition
\[ c(\beta) \geq 0 \iff c'(\beta) \leq 1. \]  
(A.13)
Defining \( U(\beta) \) as firm \( \beta \)'s rent when it tells the truth, i.e. \( U(\beta) = s(\beta) - \psi(\beta - c(\beta)) \) and using (A.12)
\[ U'(\beta) = -\psi'(\beta - c(\beta)) = -\psi'(c(\beta)) < 0. \]  
(A.14)
The individual rationality constraint
\[ U(\beta) \geq 0 \quad \forall \beta \in [\beta, \tilde{\beta}] \]
can be, in view of (A.14) simplified into (A.10).
Ignoring (A.11), the Hamiltonian of problem (IV) is
\[ H = \left[ S - (1 + \lambda)(\beta - e(\beta)) - \lambda U(\beta) \right] f(\beta) - \mu(\beta)\psi'(e(\beta)), \]
where \( \mu(\beta) \) is the multiplier associated with (A.9). The Pontryagin principle yields:
\[ \mu(\beta) = -\frac{\partial H}{\partial U} = \lambda f(\beta). \]
Using the transversality condition \( \mu(\beta) = 0 \), we get \( \mu(\beta) = \lambda f(\beta) \).
Maximizing \( H \) with respect to the control \( e \) gives
\[ \psi'(e^*(\beta)) = 1 - \frac{\lambda}{1 + \lambda} \frac{F(\beta)}{f(\beta)} \psi'(e^*(\beta)). \]  
(A.15)
Differentiating (A.14) we see that, under our monotone hazard rate assumption ((\( F/f \) non-decreasing) and \( \psi'' \geq 0, \psi' \equiv 0 \). Therefore, the second-order condition (A.11) with \( U(\beta) = 0 \) characterizes the optimal solution.
The rent of firm \( \beta \) is (integrating (A.14)):
\[ U(\beta) = \int_{\beta}^{\tilde{\beta}} \psi'(e^*(x))dx. \]
Replacing \( e^*(\beta) \) by \( \beta - c^*(\beta) \) in (A.15) and differentiating yields:
\[ \frac{d e^*}{d\beta} = \lambda(\beta) = 1 + \frac{\psi''(e^*(\beta))}{\psi'(e^*(\beta))} \frac{d}{d\beta} \left( \frac{F(\beta)}{f(\beta)} \right) \]
(A.16)
Now consider the small change described in the text, i.e. the types in \([\tilde{\beta} - e, \tilde{\beta}] \) pool at cost \( c^*(\tilde{\beta} - e) \) in the first period. Following \( c^*(\tilde{\beta} - e) \), the principal offers the commitment contract for the truncated distribution \( (F(\beta) - F(\beta - e))/(1 - F(\tilde{\beta} - e)) \) for \( \beta \geq \tilde{\beta} - e \). It is straightforward to check that the new allocation is incentive compatible (this is due to the fact that the first- and second-period efforts of type \( \tilde{\beta} - e \) are unchanged and that, by concavity of the agent's utility function, the types in \([\beta, \tilde{\beta} - e] \) would pool with type \( \tilde{\beta} - e \) if they were forced to pool with a type in \([\tilde{\beta} - e, \tilde{\beta}] \). The change in first-period welfare \( \Delta W_1 \) is given by
\[ \Delta W_1 = G_1 - L_1, \]  
(A.17)
where \( G_1 \) is the gain in efficiency and \( L_1 \) the loss due to the increase in the agent's rent. We have:
\[ G_1 = \int_{\tilde{\beta} - e}^{\tilde{\beta}} (1 + \lambda) \left[ \psi(\beta - c^*(\beta)) + c^*(\beta) - \psi(\beta - c^*(\tilde{\beta} - e)) - c^*(\tilde{\beta} - e) \right] f(\beta) d\beta \]
(A.18)
But, from (A.15), and \( F(\bar{\theta}) = 1 \),

\[
1 - \psi'(\bar{\theta} - c^*(\bar{\theta})) = \frac{\lambda}{(1 + \lambda)} \frac{\psi'(c^*(\bar{\theta}))}{f(\bar{\theta})},
\]

(A.19)

and from (A.16):

\[
c^*(\beta) - c^*(\bar{\theta} - \varepsilon) = A(\bar{\theta})(\beta - \bar{\theta} + \varepsilon).
\]

(A.20)

Substituting (A.19) and (A.20) into (A.18) yields:

\[
G_1 = \int_{\bar{\theta} - \varepsilon}^{\bar{\theta}} (1 + \lambda)A(\bar{\theta})(\beta - \bar{\theta} + \varepsilon) \frac{\lambda}{1 + \lambda} \psi'(c^*(\bar{\theta})) \frac{f(\beta)}{f(\bar{\theta})} d\beta
\]

or

\[
G_1 = \lambda A(\bar{\theta})\psi'(c^*(\bar{\theta})) \frac{\varepsilon^2}{2} + O(\varepsilon^3).
\]

(A.21)

(A.22)

Next we compute \( L_1 \). Because of \( e^i(\beta) \) is unchanged for \( \beta \leq \bar{\theta} - \varepsilon \), the rent of each type \( \beta \leq \bar{\theta} - \varepsilon \) increases by the same amount as that of type \( \beta = \bar{\theta} - \varepsilon \) (the increase in the rents of types \( \beta > \bar{\theta} - \varepsilon \) is socially negligible (i.e. of order \( O(\varepsilon^3) \)) relative to that of types \( \beta \leq \bar{\theta} - \varepsilon \), because the former types have negligible weight relative to the latter types for \( \varepsilon \) small). The increase in the rent of type \( \beta - \varepsilon \) is given by:

\[
L_1 = \int_{\bar{\theta} - \varepsilon}^{\bar{\theta}} \lambda \delta U(\beta - \varepsilon) f(\beta) d\beta = \lambda \delta U(\bar{\theta} - \varepsilon)
\]

\[
= \lambda A(\bar{\theta})\psi'(\bar{\theta} - c^*(\bar{\theta})) \frac{\varepsilon^2}{2} + O(\varepsilon^3)
\]

(A.23)

As claimed in the text, we have

\[
A W_1 = O(\varepsilon^3).
\]

(A.24)

Let us now consider the second period. The change in welfare is given by \( \delta A W_2 \), where

\[
\Delta W_2 = G_2 - L_2,
\]

(A.25)

\( G_2 \) is the gain coming from the reduction in the agent’s rent and \( L_2 \) is the loss in efficiency. The computation of \( G_2 \) is identical to that of \( L_1 \), except that the effort of the high type is in the second period \( e^* \), and not \( e^*(\bar{\theta}) \) like in period 1. As can easily be checked, this implies that the new \( A(\bar{\theta}) \), computed from the new effort \( e^* \) and from the truncated distribution, is equal to 1. Hence:

\[
G_2 = \lambda A(\bar{\theta})\psi'(e^*) \frac{\varepsilon^2}{2} + O(\varepsilon^3).
\]

(A.26)

In contrast, \( L_2 \) is of the third order in \( \varepsilon \), because the initial allocation is cost efficient. More formally:

\[
L_2 = \int_{\bar{\theta} - \varepsilon}^{\bar{\theta}} (1 + \lambda)\left(\psi(\beta - \bar{\xi}(\beta)) + \bar{\xi}(\beta) - \psi(\varepsilon^*) - \beta + \varepsilon^*\right) f(\beta) d\beta,
\]

(A.27)

where \( \bar{\xi}(\beta) \) is the commitment solution for the truncated distribution:

\[
\psi'(\beta - \bar{\xi}(\beta)) = 1 - \frac{\lambda}{1 + \lambda} \frac{F(\beta) - F(\bar{\theta} - \varepsilon)}{f(\beta)} \psi'(\beta - \bar{\xi}(\beta)).
\]

(A.28)

(A.29)
Note that for $\epsilon$ small,

$$\psi(\beta - \hat{\epsilon}(\beta)) - \psi(e^*) = (\beta - \hat{\epsilon}(\beta) - e^*) + \frac{1}{2} \psi'(e^*)(\beta - \hat{\epsilon}(\beta) - e^*)^2 + O(\epsilon^3) \quad (A.30)$$

using $\psi'(e^*) = 1$. Hence, (A.28) can be rewritten as:

$$L_2 = \int_{\beta - \epsilon}^{\beta} \frac{(1 + \lambda)}{2} \psi'(e^*)(\beta - \hat{\epsilon}(\beta) - e^*)^2 f(\beta) d\beta. \quad (A.31)$$

But, from (A.30) and $1 = \psi'(e^*)$:

$$\beta - \hat{\epsilon}(\beta) - e^* = \frac{\lambda}{1 + \lambda} (\beta - \bar{\beta} + \epsilon). \quad (A.32)$$

(A.31) and (A.32) yield:

$$L_2 = \frac{\lambda^2}{6(1 + \lambda)} \psi'(e^*)f(\bar{\beta})e^3 = O(\epsilon^3).$$

We thus conclude that

$$\Delta W_1 + \delta \Delta W_2 = \delta G_2 > 0. \quad \Box$$

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REFERENCES


ROBERTS, K. W. S. (1983), "Long-Term Contracts" (Mimeo, University of Warwick).