

Putting Relational Contract Theory to the Test: Experimental Evidence*

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Abstract

We investigate a number of canonical predictions that arise from relational contract theory. Employing an experimental design with endogenous choice of contract type, we find considerable experimental support for several well-established predictions, including a preference for informal agreements when third-party verification of performance is coarse, greater opportunistic behavior when the discount factor decreases, and a tendency toward strategic ambiguity (Bernheim and Whinston, 1998). However, two findings that appear to be inconsistent with theory are that (1) subjects tend to contract for sub-optimal performance levels even when self-enforcement of optimal levels is possible; and (2) subjects often apply inefficient punishments following a deviation. By providing evidence on the strengths and weaknesses of standard relational contract theory, our study shows where there is room for improvement. We conjecture that incorporating social preferences and semi-grim strategies (Breitmoser, 2015) can potentially address the observed weaknesses.

KEYWORDS: relational contracts; repeated transaction; explicit incentives; strategic ambiguity; experiments

JEL classifications: C73 C91 D86 J41 L14 L24 M52

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Declarations

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Availability of Data and Material: Authors will abide by the Data transparency policy of the journal, and are prepared to send relevant data in order to verify the validity of the results presented.

Code Availability: Code for z-Tree and statistical analysis will be submitted with the paper.

1 Introduction

Many business and social transactions are conducted using informal agreements that are self-enforced through repeat trading. Such *relational contracts* are often necessary because it may be prohibitively costly to specify formal contracts with sufficient detail to capture all relevant performance conditions. In some cases, the set of third-party observable performance outcomes that can be specified in a formal contract may be smaller than the set of all performance factors that the contracting parties care about. [Levin \(2003\)](#) points out that relational contracts are also useful in ensuring flexibility in the face of changing circumstances. Indeed, [Bernheim and Whinston \(1998\)](#) and [Scott \(2003\)](#) point out that there are circumstances in which contracting parties may omit even easily verifiable performance factors in order to strengthen informal incentives.

In this study, we experimentally investigate a number of canonical predictions that arise from relational contract theory. Our experimental design is flexible enough to nest several well-established theoretical predictions which are consistent with foundational theories of relational contracts, such as [Telser \(1980\)](#), [Klein and Leffler \(1981\)](#), [Baker, Gibbons and Murphy \(1994\)](#), [MacLeod and Malcolmson \(1989\)](#), [Bernheim and Whinston \(1998\)](#), [Schmitz and Schnitzer \(1995\)](#) and [Levin \(2003\)](#), among others. Our experimental design is based on a framework of relational contract theory where a rational, self-interested principal designs an optimal contract subject to individual rationality and self-enforcement constraints. Existing experimental studies have, in different contexts, convincingly established the existence of behavioral considerations that deviate from rational, purely self-interested behavior. In light of this evidence, it is important to re-visit standard relational contract theory to systematically identify its strengths and weaknesses. This will allow us to combine standard and behavioral theories in a targeted and complementary way to improve explanatory power.

In recent years, there has been a growing interest in testing theories of relational contracts empirically. One challenge is that empirical work using observational data is often constrained by difficulties in measuring intertemporal discount factors, reservation payouts, one-shot deviation payouts from shirking on an informal agreement, formal contracting alternatives, and other variables needed to specify self-enforcement and individual rationality constraints. Experiments can complement studies based on observational data by allowing researchers to directly specify and parameterize a relational contracting model, and conduct comparative statics analysis of discount factors, reservation utilities, costs, etc.

Our starting point is a first-best benchmark treatment where contracts can be made perfectly

third-party enforceable. We then consider two types of variations from this benchmark treatment. First, we introduce imperfections in terms of how performance is measured. That is, we assume that the performance measurement technology can only detect crude performance outcomes such as whether a product is defective, but not more refined outcomes. This imperfection creates inefficiencies when using formal contracts, which, in theory, should allow for the endogenous emergences of relational contracts. Second, we consider different discount factors, which affects the ability of contracting parties to self-enforce relational contracts. Infinitely-repeated trading is implemented using a random continuation rule.

An important feature of our design is that subjects assigned to be principals choose from a large set of contract types, including formal contracts and several forms of relational contracts (e.g., fixed price contracts, discretionary bonus contracts, and pure bonus contracts). This feature allows us to analyze endogenously emerging contractual forms and test a wide range of theoretical predictions, including those emerging from the theory of strategic ambiguity (Bernheim and Whinston, 1998).

Our results reveal that the standard model of relational contracts is successful in many ways in predicting behavior observed in the lab. Specifically, our findings are consistent with the following predictions: (a) when total pay does not meet individual rationality conditions or the promised discretionary bonus does not satisfy the agent's incentive compatibility condition, there is an increase in contract rejection or shirking; (b) with only partial contract enforcement, subjects shift towards relational contracts; (c) with a decrease in the discount factor, subjects shift to formal contracts in treatments featuring only partial contract enforcement; and (d) in the presence of imperfect enforcement, subjects largely choose discretionary bonus contracts rather than efficiency wage contracts, which is consistent with the theoretical optimality of discretionary bonus contracts in our model and the theory of strategic ambiguity of Bernheim and Whinston (1998).

Two prominent weaknesses we identify in standard relational contract theory are that subjects often apply inefficient punishments following a deviation and that subjects often contract for sub-optimal performance levels. These results are useful in guiding future theoretical developments. We conjecture that incorporating social preferences and semi-grim strategies (Breitmoser, 2015) can potentially improve the explanatory power of theory.

The paper proceeds as follows. After reviewing the related literature in Section 2, we present a simple organizing theoretical framework in Section 3. In Section 4, we discuss the empirical predictions and present the experimental design. Section 5 contains the results and Section 6 concludes.

2 Related Literature

On the theoretical front, [Telser \(1980\)](#) and [Klein and Leffler \(1981\)](#) are the first papers formalizing relational contracts. Both papers assume that third-party enforcement is not possible and show that the value of future exchanges can act as a private contract enforcement mechanism. During the next phase of theoretical advancements, [MacLeod and Malcomson \(1989\)](#), [Baker, Gibbons and Murphy \(1994\)](#), [Schmitz and Schnitzer \(1995\)](#), [Bernheim and Whinston \(1998\)](#), and [Levin \(2003\)](#) delivered important insights into the structure of optimal relational contracts, the interaction between formal and informal contracts, and endogenous contractual incompleteness.¹

More specifically, [MacLeod and Malcomson \(1989\)](#) characterize the wage and performance outcomes that can be implemented by self-enforcing employment contracts in a model with symmetric information. They show that the optimal contract can take a variety of forms, ranging from high fixed price contracts (with threat of termination for poor performance) to discretionary bonus contracts. [Levin \(2003\)](#) characterizes optimal relational contracts under hidden information, moral hazard, and subjective performance evaluation. A key finding is that the optimal incentive contract with moral hazard resembles a one-step discretionary bonus contract. [Baker, Gibbons and Murphy \(1994\)](#) and [Schmitz and Schnitzer \(1995\)](#) explore the interaction between formal and informal contracts. They find that formal and informal contracts act as substitutes if the default option is a formal contract rather than termination. The theory of strategic ambiguity described by [Bernheim and Whinston \(1998\)](#) suggests that with verifiability imperfections, greater contractual incompleteness may enhance surplus by providing more discretionary latitude to use informal incentives.

There exists a growing literature interested in testing theories of relational contracts. [MacLeod \(2007\)](#) discusses how relational contract theory can explain observed trading mechanisms. [Gil and Zanarone \(2018\)](#) derive testable implications of relational contracting models and review recent empirical work, such as [Macchiavello and Morjaria \(2015\)](#) and [Antras and Foley \(2015\)](#). We contribute to this literature by providing experimental evidence for some of the key theoretical predictions. Using experimental data allows us to overcome some of the shortcomings of observational data by having more direct and precise measures of some of the crucial parameters.

The existing experimental literature on relational contracts mainly focuses on the impact of behavioral factors, such as fairness and reciprocity, on contracting outcomes. A work-horse model in this literature is the gift-exchange game, which is closely related to efficiency wages in that

¹See [Aghion and Holden \(2011\)](#). In their survey article, they point out that the "second generation" models of incomplete contracts tend to focus on relational contracting.

fixed prices but no bonuses are offered. Thus, in finitely repeated games, high unenforceable effort must be induced by reciprocity/fairness considerations (Brown, Falk and Fehr, 2004, 2012; Gächter and Falk, 2002). The main differences between this literature and ours is that our study does not examine behavior under a specific contractual form but rather, allows contractual form to emerge endogenously in a way that is consistent with a principal-agent optimization model.

Our paper is also related to Sloof and Sonnemans (2011) who examine the interaction between explicit incentives and relational contracting in the context of a repeated trust game. Our finding that weaker explicit contracts can support stronger relational contracts is in line with their finding. However, our paper has a different focus from theirs in that we aim to test a wide array of key predictions from relational contract theory.²

Finally, our paper is also more generally related to the experimental literature on infinitely repeated games. Dal Bó and Fréchette (2018) (DF) present a survey of this literature by conducting a meta-analysis of the experiments in the literature on infinitely repeated prisoner’s dilemma games. They show that cooperation is more likely to arise when it can be supported in equilibrium (such as when the discount rate is high). Moreover, similar to us, they also find that punishments are not necessarily at the subgame perfect equilibria levels. The main difference between our study and the class of problems discussed by DF is that we are studying a problem where one of the players is also a mechanism designer so that the game form is endogenous.

3 A Simple Model of the Principal-Agent Problem

We present an illustrative model that organizes many of the key predictions from the relational contracting literature and forms the basis for our experimental design. Our aim is to provide a simple, unifying framework which serves the dual purpose of providing clear intuitive predictions and facilitating laboratory implementation where simplicity is not only a virtue, but a necessity.

In the interest of space, we provide an abbreviated description of the model here, focusing on the empirical implications that follow from canonical predictions. We refer interested readers to the Appendix which contains a full description of the model, along with a discussion of how the empirical implications connect to the propositions.

Assume a principal contracts with an agent to produce a unit of a good for which quality matters. We denote quality as q where $q \in [\underline{q}, \bar{q}] \subset \mathbb{R}_+$. For simplicity, we abstract from asymmetric information, so our environment is similar to MacLeod and Malcomson (1989) where the key friction

²The interaction between explicit contracts and implicit incentives has also been studied in an one-shot interaction environment. See, for example, Fehr, Klein and Schmidt (2007).

is imperfect third-party enforcement. Thus, both parties observe the outcome q , but it may not be perfectly publicly observable which limits third-party enforcement. The agent's obligation is to deliver quality $q \geq Q$, where Q refers to the quality level specified in the contract. The principal's obligation is to pay $w \geq W$, where w is actual payment and W is the payment specified in the contract. w can consist of a base price p and a bonus payment b , so we write $w = p + b$. Similarly, we write $W = P + B$ for the contractually specified payments. Since P is a fixed and non-contingent payment, $p=P$ by default.

The principal's and agent's payoffs are $\pi = r(q) - p - b$ and $u = p + b - c(q)$ where $r(q)$ and $c(q)$ are differentiable such that $r'(q) > 0$, $r''(q) \leq 0$, $c'(q) > 0$ and $c''(q) \geq 0$. All else equal, the principal prefers higher quality and lower payments, and the agent prefers the opposite. The reservation payoffs for the principal and agent are $\bar{\pi}$ and \bar{u} , respectively.

3.1 Formal and Relational Contracts

In this section, we describe how we model imperfections in performance measurement, which allows us to generate insights that are in the spirit of spirit of [Baker, Gibbons and Murphy \(1994\)](#). The key difference is that we use a simpler one-dimensional framework that facilitates experimental implementation. Our setup is based on the notion that, in practice, many products receive discrete quality certifications that are neither completely unenforceable by a third-party nor enforceable to highly refined quality grades. Thus, our setup better matches stylized observations and allows us to nest both formal and informal contracts in a parsimonious framework.

We partition the quality space $[q, \bar{q}] \in \mathbb{R}_+$ into $[[q, q^d), [q^d, \bar{q}]$, where q^d is a quality threshold that can be feasibly verified by a third-party. Thus, a third-party can verify whether $q \in [q, q^d)$ or $q \in [q^d, \bar{q}]$. This implies a contractible set $\underline{C} = \{q, q^d\}$.³

Enforcement imperfections do not preclude the possibility of writing formal contracts as discussed by [Baker, Gibbons and Murphy \(1994\)](#). However, imperfections do limit the set of available formal contracts. The formal contract can either specify state-contingent prices \underline{P} and P^d for each contractible quality realization, or the principal can specify $Q = q^d$ in exchange for a fixed P . We will refer to the latter as a **simple contract**. In the former case, a third-party enforces the contingent payments \underline{P} and P^d whereas in the simple contract, $Q = q^d$ and P are directly enforced. In either case, all variables are third-party enforceable since they are either in the contractible set or depend only on variables in the contractible set. If the contingent payments \underline{P} and P^d are chosen in

³No other quality level is verifiable; hence, the agent will choose $q = q^d$ even if a contract calls for $Q > q^d$ and will choose $q = \underline{q}$ if the contract calls for $\underline{q} < Q < q^d$.

an incentive compatible manner to implement $Q = q^d$, then the two types of contracts are outcome equivalent. Thus, for simplicity, we will focus only on simple contracts.

To model endogenous relational contracts, we denote π^f and u^f as the payoffs obtained from the “best” formal contract for the given enforcement technology; i.e., the formal contract that yields the highest joint surplus under the enforcement technology. In our case, if the first best quality level is such that $q^* > q^d$, then a formal contract specifying q^d would dominate one specifying q . Since there are only two contractable quality levels, the contract specifying q^d is the best formal contract. Denote Q^f as the best contracted quality level.⁴ Denote surplus as $S(q) = r(q) - c(q) - \bar{u} - \bar{\pi}$. We define

$$k = S(q^*) - S(Q^f) \tag{1}$$

to be the loss in efficiency from using a formal contract in the presence of enforcement imperfections. Note that when a third-party can verify every quality level, then $k = 0$ since $Q^f = q^*$. Similar to [Baker, Gibbons and Murphy \(1994\)](#), our model can nest formal and informal contracts. Unlike [Baker, Gibbons and Murphy \(1994\)](#), we have a single performance measure rather than separately defining objective and subjective measures. This eases experimental implementation since subjects track fewer variables.

3.2 Optimal Contracting

Consider a principal-agent model of repeat trading under the imperfect enforcement technology specified above. Define a binary variable $\alpha \in \{0, 1\}$ where α equals 1 if $u^f + \pi^f \geq \bar{u} + \bar{\pi}$ and 0 otherwise. That is, $\alpha = 1$ if joint profits from the best formal contract exceeds joint reservation payoffs. The stage-game timeline follows the typical principal-agent sequence:

1. Principal offers a contract—a price/bonus/quality profile, (P, B, Q) .
2. The agent accepts or rejects. If rejected, the parties default to the best formal contract if $\alpha = 1$ and to reservation payoffs if $\alpha = 0$.
3. If accepted, the agent chooses actual quality q .
4. The principal observes q and chooses actual bonus b . The promised fixed payment, P , is also made.⁵

⁴In our example $Q^f = q^d$.

⁵ P is always third party enforceable because it is not contingent on quality.

In a relational contract, the stage game above is infinitely repeated so that in each period t and for each history up to t , the parties follow the sequence (1)-(4). Moreover, the relational contract is self-enforcing if it describes a subgame perfect equilibrium of the infinitely repeated game. In addition, [Levin \(2003\)](#) and [Halac \(2012\)](#) show that, with symmetric information, there exist stationary contracts that are optimal in that the same (optimal) contract is offered in every t .⁶ Letting δ be the discount factor and multiplying the payoffs by $1 - \delta$ to express them as per-period averages, the principal's contract design problem is:

$$\max_{Q,P,B} (1 - \delta) [r(Q) - P - B] + \delta V(C) \quad s.t. \quad (2)$$

$$(1 - \delta) [r(Q) - P - B] + \delta V(C) \geq \alpha \pi^f + (1 - \alpha) \bar{\pi} \quad (3)$$

$$(1 - \delta) [P + B - c(Q)] + \delta U(C) \geq \alpha u^f + (1 - \alpha) \bar{u} \quad (4)$$

$$(1 - \delta) [r(Q) - P - B] + \delta V(C) \geq (1 - \delta) [r(Q) - P] + \delta [\alpha \pi^f + (1 - \alpha) \bar{\pi}] \quad (5)$$

$$(1 - \delta) [P + B - c(Q)] + \delta U(C) \geq (1 - \delta) [P - c(\underline{q})] + \delta [\alpha u^f + (1 - \alpha) \bar{u}] \quad (6)$$

Constraints (3) and (4) are the individual rationality (IR) constraints and (5) and (6) are the self-enforcement (SE) constraints. $V(C)$ and $U(C)$ can be understood as follows: let Γ denote the set of feasible contracts, which can be partitioned as $C \cup F = \Gamma$ and $C \cap F = \emptyset$. Then, either $(P, B, Q) \in C$ or F , where “C” denotes relational contracts that satisfy constraints (3)-(6), and “F” denotes formal contracts that only satisfy the IR constraints. Thus, $V(C)$ and $U(C)$ are the flow payoffs for the principal and agent, respectively, from the optimal self-enforcing relational contract $(P, B, Q) \in C$. Due to stationarity, the same contract is offered every t , so the principal's contract design problem becomes essentially a static optimization problem.

Solving the above model yields an optimal stationary relational contract. In addition, a number of propositions and corollaries follow which we state in detail in the Appendix. These propositions and corollaries lead to a number of empirical implications which we discuss in the next section.

⁶Nonstationary contracts arise primarily in the context of private information where one has to model relational dynamics due to the revelation of private information over time (e.g., see [Halac, 2012](#) or [Yang, 2013](#)). It is important to point out that nearly all experiments involve some dynamics simply because subjects learn how to play the game. Hence, researchers typically treat predictions from stationary symmetric information games as theoretical benchmarks that subjects should converge to after sufficient learning. The actual dynamics that lead to convergence is typically not of theoretical interest and early period departures from theoretical benchmarks are treated as noise that can be reduced with subject experience.

4 Empirical Implications and Experimental Design

4.1 Empirical Implications

In this section, we discuss the main empirical implications that emerge from the model outlined above. These implications are not unique to our model and can be found in various relational contract papers that we cite earlier. Our discussion will be relatively informal in nature, focusing on intuition rather than formal precision.

The first empirical implication follows from the fact that the optimal contract implements some \tilde{Q} that is less than or equal to first best quality Q^* using a discretionary bonus which simultaneously satisfies both the agent's and principal's SE constraints, combined with a base price P which ensures that both parties' IR constraints are met. The principal's and agent's SE constraints (5) and (6) can be combined and rewritten as:

$$\delta \left[r(Q) - P - \alpha\pi^f - (1 - \alpha)\bar{\pi} \right] \geq B \geq (1 - \delta) \left[c(Q) - c(\underline{q}) \right] - \delta \left[P - c(Q) - \alpha u^f - (1 - \alpha)\bar{u} \right] \quad (7)$$

Empirical Implication 1. *Discretionary bonuses, $B(\tilde{Q})$, that violate the l.h.s. of (7) are non-credible and will lead to increased contract rejection.⁷ $B(\tilde{Q})$ that violate the r.h.s. of (7) will lead to increased shirking by agents. Promised total payments that do not satisfy the agent's IR constraint will increase contract rejection rates.*

Levin (2003)'s Corollary 1 (p. 841) points out that, because optimal stationary contracts can be constructed to split the surplus in any way the parties desire (subject to IR constraints), the parties can continue with a relational contract even following a deviation. Levin (2003) shows that, following any history, including those that are off-the-equilibrium path (i.e., a deviation), there is a family of **strongly optimal** relational contracts that implement \tilde{Q} while delivering different payoff distributions. Thus, one can always construct an off-the-equilibrium path contract that continues to implement \tilde{Q} , while holding the deviator to the payoff s/he would have received had the parties reverted to a formal contract or termination. Thus, the deviator can be punished as severely as termination of the relational contract, but without destroying surplus and without also punishing the non-deviator. Such a contract does not destroy surplus since surplus is higher under \tilde{Q} than

⁷In principle, $B(\tilde{Q})$ that violate the l.h.s. of (7) should also increase shirking on the bonus by the principal. However, since the principal both sets $B(\tilde{Q})$ and makes the decision on actual bonus b , this is plagued by endogeneity problems. A principal who specifies a non-credible $B(\tilde{Q})$ may have no intention of honoring the bonus in the first place so promised bonus and actual bonus are jointly determined.

under Q^f or termination and is therefore renegotiation proof. In short, continuing with a relational contract is optimal regardless of whether the parties have deviated or not in the previous period.

Empirical Implication 2. *Following a deviation, the parties should respond with the most efficient punishment mechanism, which is to continue with a relational contract, but with terms adjusted to hold the deviating party to his formal contract payoff, or reservation payoff, whichever is higher.*

Next, we look at the impact of verifiability on relational contracting. For a more intuitive look at self-enforcement, solve (7) for δ which yields:

$$\delta \geq \underline{\delta}(Q) = \frac{c(Q) - c(\underline{q})}{r(Q) - c(\underline{q}) - \alpha[\pi^f + u^f] - (1 - \alpha)[\bar{\pi} + \bar{u}]} \quad (8)$$

$$= \frac{c(Q) - c(\underline{q})}{r(Q) - c(\underline{q}) - \alpha[r(Q^f) - c(Q^f)] - (1 - \alpha)[\bar{\pi} + \bar{u}]} \quad (9)$$

$\underline{\delta}(Q)$ is the threshold for the informal contract to be self-enforcing, and it depends on Q , where a higher Q raises the threshold making self-enforcement more difficult. Hence, this can limit the quality that can be implemented.

Empirical Implication 3. *A decrease in δ weakly decreases the Q that the principal contracts for and/or increases the use of formal contracts.*

The threshold also depends on the payoffs u^f and π^f , which in turn, depends on the efficiency loss from imperfect verifiability. Thus, self-enforcement and third-party enforcement interact; i.e. suppose Q^f is the enforceable quality that yields the highest joint surplus among all contractible quality levels. A formal contract (Q^f, P^f) yields payoffs $\pi^f = P^f - c(Q^f)$ and $u^f = P^f - c(Q^f)$. These payoffs can be substituted in (8) to get (9). As third-party verifiability improves, k in (1) tends toward zero. This, in turn, increases the joint profit $r(Q^f) - c(Q^f)$ which weakly raises the threshold for self-enforcement given in (9).⁸ In short, an improvement in enforcement technology should cause some relational contracts to be replaced by formal contracts.

Empirical Implication 4. *An improvement in the enforcement technology leads to more formal contracts.*

Empirical Implication 4 is related to the theory of *strategic ambiguity* of [Bernheim and Whinston \(1998\)](#) and to the substitutability between formal and informal contracts of [Baker, Gibbons](#)

⁸We say weakly because if $\alpha = 0$, then the threshold does not change until the joint surplus with formal contracts exceeds the joint surplus under the reservation payoffs, triggering $\alpha = 1$.

and Murphy (1994). Bernheim and Whinston (1998) show that, in the presence of verifiability imperfections, parties may deliberately eschew formal contracts so that they can use discretionary flexibility to punish and reward non-verifiable performance.⁹

Another insight from Bernheim and Whinston (1998) is that, given that contracts must be incomplete, it may be optimal for parties to *increase* the degree of incompleteness. Intuitively, under an incomplete contract, the agent has ex post discretionary latitude to shirk. Thus, the principal may also want to have the discretion to adjust pay in response to the agent’s action by utilizing a discretionary bonus contract. Such a contract is less complete than a fixed-price contract because the fixed-price contract locks down the principal’s obligations. While fixed price contracts are commonly invoked in the literature under the assumption that parties to a relational contract use efficiency wages or repeat purchase mechanisms (Klein and Leffler, 1981; Shapiro and Stiglitz, 1984; Brown, Falk and Fehr, 2004), they are not consistent with the theory of strategic ambiguity.

Empirical Implication 5. *In the presence of enforcement imperfections, efficiency-wage type fixed-price contracts that locks down the principal’s discretionary flexibility to adjust pay are not the preferred contractual form.*

4.2 Experimental Design

The experimental design is based on the contracting model presented in Section 3. We impose specific parameters and functional forms, which are chosen to obey the curvature assumptions of the model to minimize loss of generality. In the experiments, we refer to the principals as “buyers” and agents as “sellers.”

A crucial design feature is that buyers can endogenously choose the contractual form subject to exogenously imposed verifiability limits. To achieve this, we specify sellers’ action space as $q \in \{1, 2, \dots, 15\}$. We define two enforcement technologies which represent a major treatment variation:

1. **Technology E:** Perfect enforcement technology allows a third-party to verify and enforce every quality level in $\{1, 2, \dots, 15\}$ so that the contractible set is $\underline{C}_E = \{1, 2, \dots, 15\}$.
2. **Technology PE:** Partial enforcement technology partitions the quality space as $\{\{q, \dots, q^d -$

⁹It is also well known from the implementation literature that option contracts can achieve efficient outcomes even with non-verifiable performance factors and even in one-shot situations. However, this also raises complicated questions regarding the effectiveness of option contracts in the presence of renegotiation (e.g. see Edlin and Hermalin (2000) for one example). While these are interesting issues, they are not the focus of our study; instead, we focus on canonical assumption from the relational contracting literature rather than the implementation literature.

$1\}, \{q^d, \dots, \bar{q}\}] = \{\{1, 2, 3, 4\}, \{5, 6, \dots, 15\}\}$ where $q^d = 5$. The contractible set is thus $\underline{C}_{PE} = \{1, 5\}$.

Technology E provides perfect quality grading whereas Technology PE allows a third-party only to arbitrate on whether the product was defective (i.e., below 5). Thus, the parties can still write a formal contract under Technology PE that conditions on whether the product is defective. Note that we do not assume asymmetric information between the buyer and the seller, so both parties observe all realized levels of q across both regimes. The key issue is the degree to which a third-party can enforce q .

Buyers can endogenously structure contracts under E and PE as follows. Within each stage-game, each buyer can (but is not required to) offer a contract, (P, B, Q) , where $P \in \{0, 1, \dots, 200\}$ is a fixed price, $B \in \{0, 1, \dots, 200\}$ is a discretionary bonus, and $Q \in \{1, 2, \dots, 15\}$ is the buyer's requested quality level. Buyers can endogenously specify "simple" formal contracts by specifying $Q \in \underline{C}_E$ or $Q \in \underline{C}_{PE}$, depending on the treatment, along with a fixed price P and then clicking a "binding" option on the computer screen. When binding is checked, neither party has ex post discretionary latitude to deviate as the computer enforces P and Q . A discretionary bonus B is redundant since it plays no incentive role as the seller cannot deviate from Q . Apart from these restrictions, we impose no other structure on contracts; i.e., subjects can endogenously specify formal contracts, as well as a range of informal contracts seen in the literature, including gift-exchange/efficiency wage ($P > 0, B = 0$), discretionary bonus ($P > 0, B > 0$), and pure bonus ($P = 0, B > 0$). Specifying an informal contract only requires the buyer to check the "discretionary" box rather than the "binding" box. When discretionary is checked, Q and B are not enforced by the computer.

The following summarizes the sequence of events in a stage game.

1. **Proposal phase**-buyer can offer a single contract (P, B, Q) to seller. The seller can accept or reject; hence an IR constraint is active.
2. **Quality phase**-seller chooses q if Q is not binding.
3. **Payment phase**-buyer chooses b (if B was in the contract) after observing q .

Under binding contracts, there are no **Quality** or **Payment** phases since neither party can deviate from the initial contract. Stage-game payoffs are $\pi = 12q - P - b$ and $u = P + b - (q^2)/2$ for the buyer and seller, respectively. Sellers are provided with Table 1 so that they can quickly calculate costs. Reservation payoffs are $\bar{\pi} = \bar{u} = 15$, which are triggered if either the buyer does not offer a contract or the seller rejects an offered contract. The first best is realized at $q = 12$

and yields a joint payoff of 72, which exceeds the joint payoff from not contracting (30). If $q < 3$, then the joint payoff is below the joint payoff from the outside options (30), making it risky for the parties to engage in contracting. Additionally, in the treatments with Technology PE, the best contractible quality is $Q_{PE}^f = 5$ and yields a joint payoff of 47.5, which exceeds the joint payoff from the outside options. In the treatment with Technology E, the first best level is in the contractible set, so $Q_E^f = 12 = Q^*$.

Table 1: Seller’s Cost

Quality	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Cost	1	2	5	8	13	18	25	32	41	50	61	72	85	98	113

We follow the typical approach of implementing an infinitely repeated game using a random continuation rule (e.g., B6, 2005). Specifically, we exogenously form buyer-seller pairs where the pair can trade with each other for a random number of stage-games. In each period, there is δ probability that the same buyer and seller will trade with each other again in the next period. This allows a second treatment variation:

1. **0.8 treatment:** $\delta = 0.8$
2. **0.5 treatment:** $\delta = 0.5$

Self-enforcement is obviously stronger in the treatment with $\delta = 0.80$ because there is a larger probability that the parties will trade next period. We refer to the repeated game for each buyer-seller pair as a *supergame*. Thus, the supergame is expected to last five periods when $\delta = 0.80$ and two periods when $\delta = 0.50$.¹⁰

Table 2: Treatments

	$\delta = 0.50$	$\delta = 0.80$
Perfect enforcement (E)		2 sessions
Partial enforcement (PE)	3 sessions	3 sessions

Treatment variations are summarized in Table 2. We conducted Treatment E under $\delta = 0.80$ only because, by Empirical Implication 4, when enforcement is perfect, formal contracts should be used regardless of δ . Since informal contracts are more likely to be seen under $\delta = 0.80$, if subjects use formal contracts under $\delta = 0.80$, then they will use formal contracts under $\delta = 0.50$. We refer to the treatments with Technology PE as Treatments PE0.50 and PE0.80.

¹⁰The expected number of periods is $\frac{1}{1-\delta}$.

4.3 Experimental Procedure

All interactions between subjects occur via computers and subjects identify each other by assigned ID numbers that are not associated with actual identities. Once subjects are seated, the program randomly assigns half the subjects to be “buyers” and the other half to be “sellers.” Roles were fixed for the duration of the experiment. Subjects are then read instructions and answer some control questionnaires to ensure understanding. We subsequently conduct two trial periods to acclimate subjects with the trading platform. ID numbers are suppressed during the trial periods. Once the live rounds begin, each buyer is exogenously matched to a seller to play a supergame. No subjects are matched for more than one supergame (stranger matching).

The experiment ends when one of two conditions occurred: (1) All possible supergame matches are exhausted and the last pairing randomly terminates; (2) If all pairings are not exhausted and the subjects play at least 18 periods (across all supergames) in the $\delta = 0.8$ treatment or at least 20 periods in the $\delta = 0.50$ treatment, then they are in their last supergame and the experiment ends when that supergame terminates. These long sessions ensure there is adequate opportunity for learning. We recruited either 20 or 22 subjects per session for the $\delta = 0.5$ experiments and either 16 or 18 subjects per session for the $\delta = 0.8$ experiments.¹¹

Experiments were programmed with Z-tree (Fischbacher, 2007). They were conducted in the Vernon Smith Experimental Economics Laboratory (VSEEL) at Purdue University, a lab with an explicit no deception policy. The subject pool consisted of undergraduate students in the VSEEL subject database. Subjects may have participated in other experiments but not our specific treatments. Eight sessions involving 148 subjects were conducted under an approved IRB protocol. All payoffs are given in points, which accumulate across periods, and converted into U.S. dollars at the rate of 30 points=\$1. This method of payment is common in repeated game experiments (e.g., Bó, 2005). Average pay exceeded 25 USD per-session, with a range from \$15 to \$38, which includes a \$5 show-up fee. The average session lasted about three hours, including instructions, questionnaire, trial periods, post experimental payouts and post experimental demographic questionnaire. Average hourly payouts match hourly rates of other experiments conducted in the lab.

¹¹We recruited more subjects for the $\delta = 0.5$ treatments because the expected length of supergames are shorter. Thus, we would likely exhaust matches more frequently in the $\delta = 0.5$ sessions if we did not recruit more subjects. The differences in group size should not create an imbalance in group reputation effects since we implemented stranger matching.

5 Descriptive Statistics and Overview

Before we conduct hypotheses testing of our empirical implications, we provide some descriptive statistics to give the reader an overview of our results.

We begin by looking at the fraction of formal contracts across treatments. Using data from

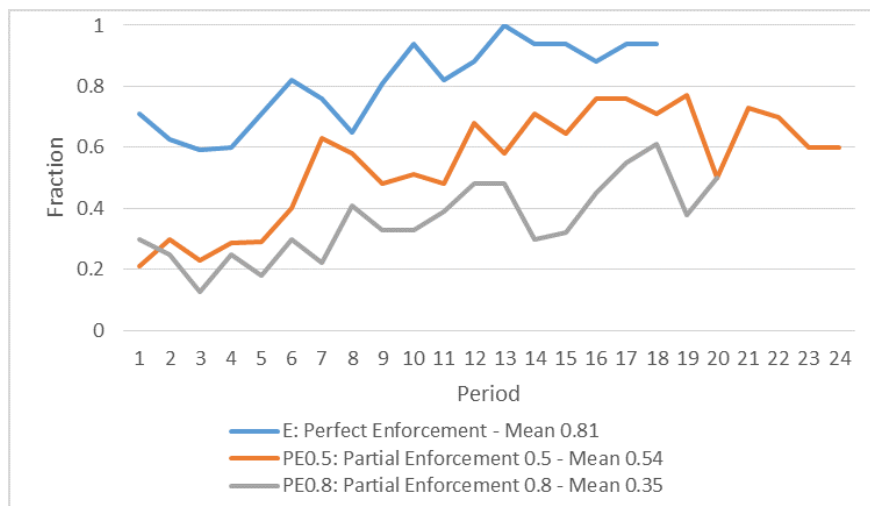


Figure 1: *Average fraction of formal contracts across periods for all sessions.*

all sessions, Figure 1 plots the average fraction of formal contracts for each period by treatment. Since the number and lengths of supergames differed by session and treatment, Figure 1 cannot distinguish the fraction of formal contracts across supergames. Nonetheless, the figure displays how play evolved as subjects gained experience.

Note that the fraction of formal contracts is highest in the Perfect Enforcement treatment, which is consistent with theory. Moreover, there is a higher fraction of formal contracts in Treatment PE0.50 than in Treatment PE0.80, which is again consistent with the theory. The overall mean fraction of formal contracts is 0.54 in PE0.50 and only 0.35 in PE0.80, and the gap persists through most of the periods with the exception of an unusual dip in PE0.50 in period 20.¹²

The next two tables provide descriptive statistics on informal contracts offered in the PE0.80 treatment (Table 3) and in the PE0.50 treatment (Table 4). From Table 3, one can see that a total of 276 informal contracts were offered across all PE0.80 sessions, with 211 (76%) accepted.¹³ A total of 26% of contracts were accepted and honored by both parties ($q \geq Q$ and $b \geq B$). The next three columns in the table partition the informal contract data into those that satisfy various

¹²Only one of the three PE0.50 sessions lasted longer than 20 periods, so the data from period 20 and beyond is from one session and may be more volatile.

¹³Recall that buyers are not required to offer contracts. Thus, the number of contracts need not match total possible trading opportunities.

constraints.¹⁴ It is interesting to note that contractual performance increased in every case when a constraint is satisfied. For example, the buyer honored the bonus in all eight of the contracts that satisfied the buyer’s self-enforcement constraint, provided that the seller delivered on quality. Among the 174 contracts that satisfied the seller’s self-enforcement constraint, the seller honored 90 of those; in other words, sellers honored the promised quality level 52% of the time versus only 33% of the time for all contracts. Similarly, sellers accepted 188 out of 236 contracts (about 80%) when the participation constraint is satisfied versus 76% for all contracts.

Table 3: Summary Stats: Informal Contracts in the $\delta = 0.80$ PE Treatment

	All Contracts	Contracts that satisfy:		
		Buyer Self-Enforcement	Seller Self-Enforcement	Participation Constraint
N	276	80	221	236
(%)	(100%)	(29%)	(80%)	(85.5%)
Accepted	211	61	174	188
(%)	(76%)	(22%)	(63%)	(68.1%)
Honor Q	91	8	90	91
(%)	(33%)	(2.8%)	(32.6%)	(33%)
Honor B (given $q \geq Q$)	73	8	72	73
(%)	(26%)	(2.8%)	(26%)	(26.4%)

-Means for rejected contracts are in parentheses.

Turning to Table 4, which reports the PE0.50 results, it is notable that contractual performance is lower than under PE0.80. Acceptance rates, the rate at which sellers honor Q , and the rate at which buyers honor B all drop substantially. Additionally, a lower percentage of contracts are accepted and honored in the PE0.50 relative to the PE0.80 treatments.

Next, we examine quality realization under the informal contracts which is the primary driver of joint surplus. Indeed, joint surplus is maximized at $q = 12$. Figure 2 plots the contracted quality, Q under informal contracts in the PE treatments. Under Empirical Implication 3, we expect Q to be higher in PE0.80 than in PE0.50. However, Figure 2 shows that the average Q is similar across the two treatment ($Q = 9.78$ in PE0.50 versus $Q = 9.95$ in PE0.80).¹⁵ We will discuss this peculiar

¹⁴The data do not imply that the contract *only* satisfies the column constraint. For example, according to the Buyer Self-Enforcement column, 80 (29%) of offered contracts satisfied the buyer self-enforcement constraint for B . This does not mean that this is the only constraint that those 80 contracts satisfied. It could be that some of those satisfied one or more of the other constraints as well. We did not partition the data into finer detail because there were so many possible combinations that it would make the table unwieldy.

¹⁵The volatility of the PE0.50 line reflects the fact that there were very few observations involving relational contracting after period 19 in the PE0.50 sessions.

Table 4: Summary Stats: Informal Contracts in the $\delta = 0.50$ PE Treatment

	All Contracts	Contracts that satisfy:		
		Buyer Self-Enforcement	Seller Self-Enforcement	Participation Constraint
N	284	57	208	244
(%)	(100%)	(20.7%)	(73%)	(86%)
Accepted	171	30	123	157
(%)	(60%)	(10.5%)	(43%)	(55%)
Honor Q	34	1	27	33
(%)	(12%)	(0.3%)	(9.5%)	(11.6%)
Honor B (given $q \geq Q$)	10	0	7	10
(%)	(3.5%)	(0%)	(2.4%)	(3.5%)

-Means for rejected contracts are in parentheses.

result in more detail when we conduct formal hypothesis testing.

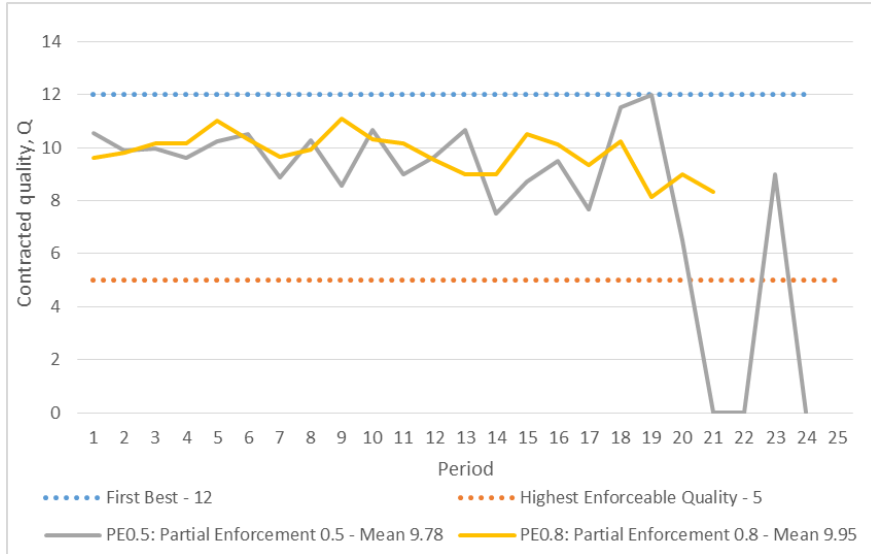


Figure 2: Average level of Q .

It also seems odd that the average Q in PE0.50 is 9.78, which exceeds the maximum self-enforcing level of $Q = 8$. However, in Figure 3, we see that actual quality delivered in PE0.50 is only $q = 4.92$, roughly half of $Q = 9.78$. Moreover, mean q in PE0.50 trends downward over time. When we examine Figure 1 and Figure 3 in combination, the trend is for subjects in PE0.50 to switch to formal contracts over time and for actual q to trend downward for those who continue to use relational contracts. In contrast, we see no downward trend for actual q in PE0.80, although the mean quality supplied is still lower than the mean quality demanded ($q = 6.99$ versus $Q = 9.95$).

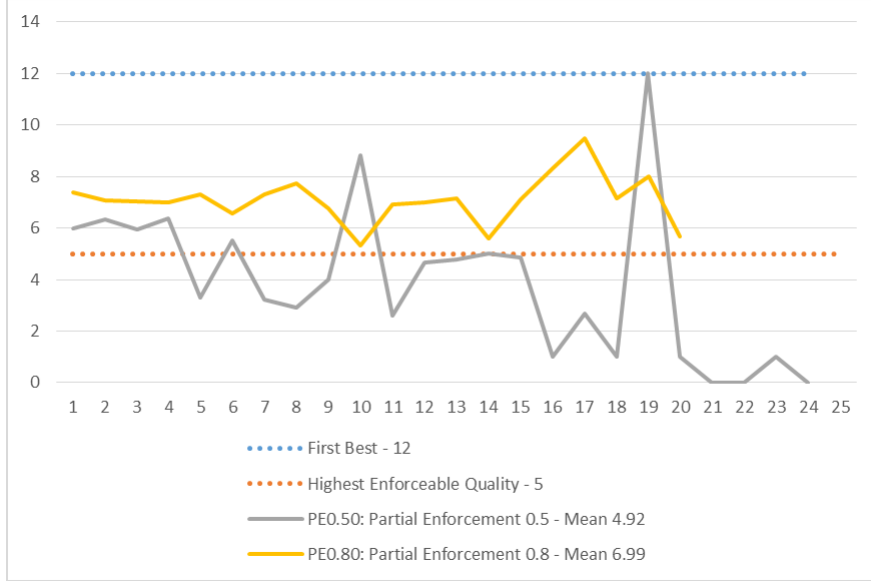


Figure 3: Average level of q across PE treatments.

In the following subsections, we will systematically test the empirical implications mentioned in subsection 4.1.

6 Formal Hypotheses Tests of Empirical Implications

6.1 Empirical Implication 1: Credibility of the Discretionary Bonus

Empirical Implication 1 states that when the discretionary bonus, B is too large, it is not credible as the seller will not believe that the buyer will pay it, but if it is too small, it will not provide sufficient incentives for higher q . Finally, if promised profit under the contract does not satisfy the agent’s IR constraint, the agent will reject the contract.

We use the upper and lower bounds in inequalities (7) to create two dummy variables: *non-credible* B takes a value of “1” if a contract contains B greater than the upper bound and *nonIC* B equals “1” if B is less than the lower bound. We also created a dummy *IR-satisfied* that equals “1” if the promised profit to the seller under a contract exceeds the seller’s reservation payoff.

The first two regressions in Table 5 are linear probability models (LPM) of the seller’s rejection decision (=1 if reject, 0 otherwise). We also include a *Period* variable and *Period* squared. The *Period* variable is simply a count of periods in the session to account for subject learning.¹⁶ Regression (2) adds seller fixed effects since unobserved seller heterogeneity could create selection effects

¹⁶The *Period* variable is not a count of the number of periods in each supergame as there are multiple supergames within a session. Thus, *Period* does not restart after each supergame.

Table 5: LPM Estimates (PE0.50 and PE0.80 data pooled)

	Binary Dependent Variable			
	(1) Seller Reject=1	(2) Seller Reject=1	(3) Seller Shirk=1	(4) Seller Shirk=1
<i>noncredible B(dummy)</i>	0.06* (0.036)	0.058 (0.058)		
<i>nonIC B(dummy)</i>			0.264*** (0.10)	0.471*** (0.131)
<i>IR-satisfied(dummy)</i>	-0.365*** (0.083)	-0.289*** (0.051)		
<i>1-memory cooperation dummy</i>		-0.239** (0.067)		-0.26*** (0.061)
<i>PE0.80(dummy)</i>	-0.155*** (0.037)	0.0135 (0.064)	-0.20* (0.083)	-0.999*** (0.021)
<i>Period</i>	0.016 (0.012)	0.049* (0.021)	-0.014 (0.0095)	-0.0002 (0.027)
<i>Period²</i>	-0.0005 (0.0005)	-0.0009 (0.0008)	0.0007 (0.0005)	-0.0001 (0.001)
<i>Constant</i>	0.46*** (0.065)	0.137 (0.105)	0.774*** (0.083)	1.00*** (0.049)
<i>Seller fixed effects</i>	No	Yes	No	Yes
Observations	560	291	382	189

-Robust standard errors clustered on sessions are reported in parentheses.

* $p < 0.10$, ** $p < 0.05$, *** $p < 0.01$

into certain types of contracts so that the error term may be correlated with the contract dummies. Regression (2) also includes a 1-memory cooperation dummy that equals "1" if the parties engaged in and honored (i.e., $b \geq B$ and $q \geq Q$) a relational contract in the previous period. This dummy accounts for the possibility that a seller might form and update beliefs about a buyer's actions.

The probability of rejection declines when the IR constraint is satisfied (-0.365, $p < 0.01$ in regression (1) and -0.289, $p < 0.01$ in regression (2)), which is consistent with the theory. These results appear to be robust as the coefficient estimates and significance do not vary greatly across the two specifications. The coefficients for *noncredible B* are positive, but they are significantly different from zero only in regression (1) and only at the 10% level of significance. Thus, there is only weak evidence that sellers are forward looking enough to reject non-credible bonus offers.

Regressions (3) and (4) examine the seller's shirk decision (dependent variable=1 if $q < Q$). The estimated coefficients for *nonIC B* are positive and significant (0.264, $p < 0.05$ in regression (3); 0.471, $p < 0.001$ in regression (4)) suggesting that incentive compatibility motivates sellers to

honor their agreements. These results appear to be robustly consistent with theory.¹⁷

To summarize, our data largely supports Empirical Implication 1, but the non-credibility of B has only a weak impact on contract rejection rates. The results suggest that the theoretical SE and IR constraints needed to solve for optimal contracts have important empirical relevance.

6.2 Empirical Implication 2: Efficient Punishment

Empirical Implication 2 states that, following a deviation by either party, the most efficient punishment mechanism is for the buyer to continue to offer a relational contract but to adjust the terms so that rent is shifted away from the party that deviated. Switching to a formal contract or terminating the relationship are inefficient punishments.

Figure 4 shows that when one or both parties shirk, the buyer offers a relational contract only about 36% of the time. This appears to contradict Empirical Implication 2.¹⁸ For a more detailed analysis, we partition the 1-memory state space into four states: both parties honor (H,H); buyer honors but seller shirks (H,S); buyer shirks but seller honors (S,H); and both shirk (S,S). We estimate LPMs of a buyer offering a relational contract as a function of the four state dummy variables, one for each state, with multi-level session-buyer-seller random effects and robust-standard errors clustered at the session level (Table 6).¹⁹ Empirical Implication 2 suggests that the probability of a buyer continuing with a relational contract should not be significantly different from "1" for all 1-memory states. We can see clearly that this does not hold.

While the estimated probability of the principal offering a relational contract is highest after mutual cooperation (H,H) (0.80 for the PE0.50 data and 0.996 for the PE0.80 data), the probabilities decrease significantly after at least one party shirks. For the PE0.50 data, the estimated probabilities for the three shirking states range from 0.286 to 0.348. The estimated probabilities are higher in PE0.80 (ranging from 0.40 to 0.632), but they are still far below 1. Thus, our results do not support the prediction that subjects always use the most efficient punishment mechanism.

We now provide some potential explanations for the deviation from theory. First, if subjects exhibit distributional social preferences, then extreme distributions such as those that call for one

¹⁷To further check for robustness, we also ran regressions with seller-session-buyer random effects. We also separately estimated probit regressions. However, the qualitative results were unchanged so we did not report the results.

¹⁸We also created the same figure using data after period 10 only to see whether subjects adjust their behavior after some learning takes place. The results were very similar, although there is a slight decrease in the use of relational contracts and increase in termination following shirking.

¹⁹Breitmoser (2015) argues that controlling for unobserved heterogeneity is important since observations from cooperative states are more likely to come from cooperative types. Theoretically, there should be no correlation between unobserved buyer heterogeneity and the other independent variables so that random-effects can be used.

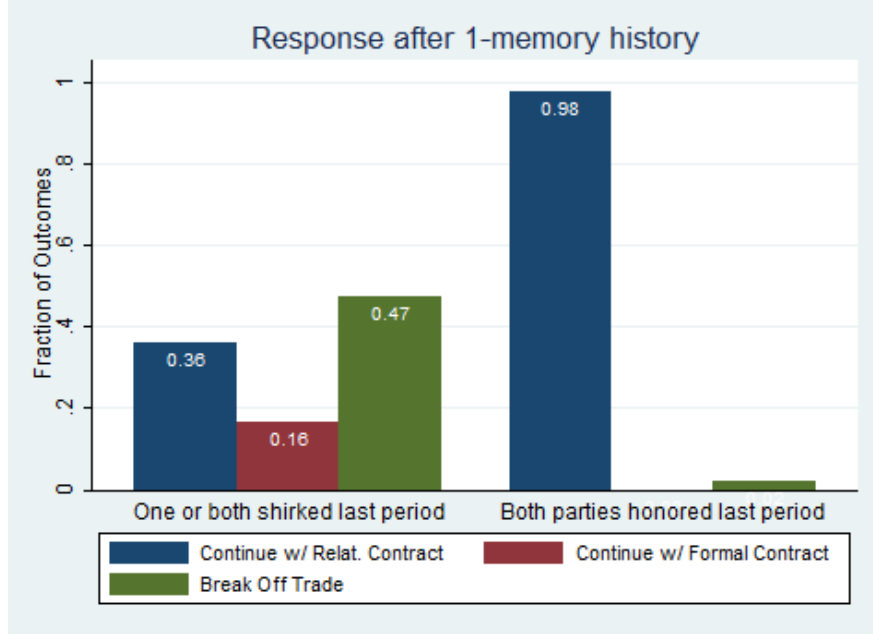


Figure 4: Buyer response after 1-memory cooperation/non-cooperation (combined PE0.50 and PE0.80 data, all rounds)

Table 6: Prob. of Relational Contracting After 1-Memory Histories

	(1) PE50 Treatment	(2) PE80 Treatment	(3) PE50+PE80
Both honored (H,H)	0.80*** (0.139)	0.996*** (0.004)	0.93*** (0.042)
Buyer honored (H,S)	0.333*** (0.096)	0.400*** (0.116)	0.362*** (0.082)
Seller honored (S,H)	0.286*** (0.064)	0.632*** (0.145)	0.444*** (0.086)
Neither honored (S,S)	0.348*** (0.036)	0.523*** (0.077)	0.428*** (0.054)
Observations	94	127	221

-Robust standard errors clustered on sessions are reported in parentheses.

-Linear probability models estimated with random effects at the session-buyer-seller levels.

* $p < 0.10$, ** $p < 0.05$, *** $p < 0.01$

party to be held at her reservation payoff might not be feasible. Additionally, if subjects exhibit reciprocity, then there might be a tendency to excessively punish an uncooperative trading partner, even at a cost to oneself. Both of these could potentially lead to the breaking off of relational trading.

While our study was not designed to test for the impact of social preferences/reciprocity, the data in Table 7 can offer some clues to guide future research. The table reports average contract

Table 7: Accepted (rejected) Relational Contract Terms After 1-Memory Histories

	(H,H)	(H,S)	(S,H)	(S,S)
<i>PE80 treatment</i> —Means				
<i>B</i>	54.48 (n/a)	12 (9)	24.14 (n/a)	35.71 (69.42)
<i>P</i>	36 (n/a)	42.5 (30)	48.71 (n/a)	42.55 (13.75)
<i>Q</i>	10.6 (n/a)	10.17 (10)	8.43 (n/a)	9.97 (9.83)
Promised Seller Profit	36.67 (n/a)	1 (-11)	35.57 (n/a)	25.71 (32.5)
Promised Buyer Profit	31.26 (n/a)	67.5 (81)	28.29 (n/a)	41.35 (34.83)
<i>N</i>	42 (0)	6 (2)	7 (0)	31 (12)
<i>PE50 treatment</i> — Means				
<i>B</i>	59.5 (20)	15 (n/a)	58.25 (15)	51 (98.71)
<i>P</i>	20 (45)	49 (n/a)	38.75 (3)	45.42 (9)
<i>Q</i>	9.75 (10)	13 (n/a)	9 (10)	10.29 (10.71)
Promised Seller Profit	31.75 (15)	-21 (n/a)	52 (-32)	38.79 (49)
Promised Buyer Profit	37.5 (55)	92 (n/a)	11 (102)	27.08 (20.86)
<i>N</i>	4 (1)	2 (0)	4 (1)	24 (7)

—Means for rejected contracts are in parentheses.

terms across various 1-memory states for both accepted and rejected (in parentheses) relational contracts. It is important to note that for a contract to “qualify” to be included in the table, there must have been an executed trade in the prior period so that we can condition the contract on one of four possible trading outcome states. Thus, informal contracts for which there was no trade in the prior period due to either contract rejection or that no contract was offered, were not included. Note that an overwhelming majority of accepted contracts promised profits that were well above the reservation payoff of 15 despite the fact that buyers made take-it-or-leave-it offers.²⁰ The only extreme distributions observed came from the six accepted contracts in PE0.80

²⁰Promised profits are what the parties would earn if both parties honored the contract.

state (H,S) (promised a seller profit of 1), the two in PE0.50 (H,S) (promised a seller profit of -21), and the four in PE0.50 (S,H) (promised a buyer profit of 11). What is interesting about these contracts is that they are not only extreme but excessively extreme in the sense that they promise payoffs to the deviating party that falls below reservation payoffs, which is what we might expect in the presence of negative reciprocity. While we cannot draw definitive conclusions from so few observations, it does appear that additional studies about the impact of social preferences on continuation strategies in relational contracts is needed.

A second possible explanation for the deviation is based on recent research by [Breitmoser \(2015\)](#). [Breitmoser \(2015\)](#) shows that repeated prisoner’s dilemma (PD) strategies are well described by 1-memory Markov semi-grim mixed strategies where parties cooperate with high probability after mutual cooperation, defect with high probability after mutual defection, and randomize with intermediate probability when only one player has defected.

Returning to Table 6, we can see that the pattern of behavior is consistent with semi-grim strategies in the sense that continuation of relational contracting occurs with high probability after (H,H), but falls off if one or both parties shirk. The only difference between our results and those of [Breitmoser \(2015\)](#) is that play in our experiments appears to be "less-grim" after shirking has occurred. While [Breitmoser \(2015\)](#) finds that about 10% of the subjects cooperate after (S,S), we find that a relational contract will be offered with about a 35% chance in PE0.50 and a 52% chance in PE0.80 following (S,S). However, this is arguably to be expected considering that the strategy space in a contracting game is much larger and players have additional recourse besides simply ending the relationship. For example, after a defection, the parties can make transfers through pay adjustments to reward and punish rather than resort to termination.

Referring back to the accepted contract averages in Table 7, one can see in Treatment PE0.80 that there is a clear pattern of contract term adjustments across 1-memory states. Using (H,H) as a benchmark, note that after (H,S), the promised profit level to shirking sellers drops dramatically. If instead, buyers shirk but sellers honor (S,H), buyers do not seem to reward sellers with higher promised profits (35.57 vs 36.67), but they do offer higher fixed payments, P , and lower discretionary bonuses, B . This suggests that buyers try to reduce the strategic uncertainty faced by sellers. Intuitively, if a seller honors the contract ($q \geq Q$) while the buyer shirks on the bonus ($b < B$), then the buyer may have to provide assurances in the next contract or the seller will reject. Finally, when both parties shirk (S,S), buyers respond by offering contracts that promise less profit to sellers (25.71 vs 36.67), but they also provide them with more security by raising P and lowering B . Intuitively, when both parties fail to cooperate in the prior period, sellers may need more guarantees

to continue with such a strategically uncertain relationship. What is particularly interesting is that the rejected contracts (in parentheses) actually promise sellers a higher pay (32.5 vs 25.71), but they expose sellers to significantly more strategic uncertainty because P is significantly lower (13.75 vs 42.55), while B is significantly higher (69.42 vs 35.71).

In Treatment PE0.50, there also appears to be adjustments after 1-memory states. Like the PE0.80 treatments, buyers appear to offer higher P in (S,H) and (S,S) to provide sellers with more security. At the same time, buyers maintain high B in (S,H) and (H,H) perhaps to motivate sellers to deliver high q which is more difficult when $\delta = 0.5$. The net effect is that sellers are offered high promised profits in (S,H) and (H,H) in the PE0.50 treatment, perhaps because high upfront payments (P) and high discretionary bonuses (B) are needed to ensure their participation and delivery of high quality when self-enforcement is weaker. Nonetheless, these patterns should be interpreted with caution since there were very few observations outside the (S,S) state.

To summarize, our results do not support the theory that subjects will use “strongly optimal” relational contracts after deviations. However, our results do suggest that a promising avenue for improving our understanding of continuation strategies in relational contracts is to incorporate social preferences and/or semi-grim strategies into canonical models.

6.3 Empirical Implication 3: Impact of δ

Empirical Implication 3 suggests that, when the discount factor decreases, the principal will contract for a lower Q or switch to a formal contract.

Under our experimental parameters, the maximum self-enforcing Q in the PE0.50 treatment is $Q = 8$. On the other hand, when $\delta = 0.80$, the parties should theoretically be able to contract for $Q = 12$, the first-best level. Hence, when δ decreases from 0.80 to 0.50, we should observe:

1. More formal contracts used in Treatment PE0.50 relative to Treatment PE0.80.
2. A reduction in Q for those who still use relational contracts in Treatment PE0.50.

The first part comes from the fact that the additional surplus the parties can gain with relational contracting as compared to formal contracting is much higher when $\delta = 0.80$ than when $\delta = 0.50$. Consequently, we would expect more relational contracts to be used when $\delta = 0.80$.

Table 8 reports two LPMs using data from the PE0.50 and PE0.80 treatments. Regression (2) is estimated with multi-level random effects at the session-buyer-seller level. The dependent variable equals 1 if a contract is binding. Under Empirical Implication 3, the coefficient for the

Table 8: LPM Estimates (dep. var.=1 if binding contract)

	(1)	(2)
<i>PE50 (dummy)</i>	0.197*** (0.07)	0.174*** (0.06)
<i>Period</i>	0.041** (0.017)	0.046*** (0.017)
<i>Period</i> ²	-0.0004 (0.0006)	-0.0008 (0.0006)
<i>Constant</i>	-0.04 (0.096)	-0.037 (0.09)
Random-Effects	No	Session-Buyer-Seller levels
Observations	672	672

-Estimated using data from all sessions for treatments PE0.80 and PE0.50

-Robust standard errors adjusted for clustering on sessions in parentheses

* $p < 0.10$, ** $p < 0.05$, *** $p < 0.01$

dummy variable for PE0.50 (PE0.80 is the omitted category) should be positive since a decrease in δ from 0.80 to 0.50 should increase the probability that the buyer offers a formal contract. Indeed, the coefficients for PE0.50 are positive and significant, suggesting a robust positive effect.²¹

Table 9 reports regression results isolating the impact of δ on Q . Theoretically, the coefficient for the PE0.50 dummy should be negative. While the estimated coefficient in regression (1) is -0.231, it is not significant. Regression (2) is estimated with random-effects at the session-buyer-seller levels, but the coefficient is still insignificant. Regression (3) is identical to regression (2) with the exception that a PE0.50/Period interaction variable is included. Overall, there is no evidence that a reduction in δ from 0.80 to 0.50 affects Q for those subjects who use relational contracts.

Regressions (4)-(6) in Table 9 estimate the impact of the PE0.50 dummy on q . In regressions (4) and (5), there is a reduction of more than 2 units in q in PE0.50 relative to PE0.80. Thus, while buyers in both treatments specify similar levels of Q , actual q delivered by sellers is substantially lower in PE0.50. This is not all that surprising considering that the average Q value of 9.78 is theoretically not self-enforcing with $\delta = 0.50$. Regression (6) is identical to (5) with the exception of the PE0.50/Period interaction term which has an estimated coefficient of -0.17, verifying the presence of a downward time trend for q in treatment PE0.50.

An interesting puzzle is why buyers under-specify Q in PE0.80 and yet over-specify Q in PE0.50. Recall that, theoretically, it should be possible to self-enforce $Q = 12$ in PE0.80 and yet buyers

²¹We also ran probit regressions and the qualitative results are the same, so we do not report them.

Table 9: Impact of a Decrease in δ on Contracted and Actual Quality

	<i>Dependent variables</i>					
	Q (1)	Q (2)	Q (3)	q (4)	q (5)	q (6)
PE0.50	-0.231 (0.154)	-0.332 (0.323)	0.03 (0.54)	-2.206*** (0.442)	-2.111*** (0.474)	-0.95* (0.52)
<i>Period</i>	0.037 (0.078)	-0.035 (0.092)	-0.01 (0.098)	-0.192*** (0.0667)	-0.277*** (0.064)	-0.22*** (0.04)
<i>Period</i> ²	-0.005 (0.004)	-0.002 (0.0044)	-0.002 (0.0045)	0.0062 (0.0049)	0.01*** (0.0034)	0.01*** (0.003)
<i>PE0.50xPeriod</i>	–	–	-0.02 (0.059)			-0.17*** (0.056)
Constant	10.15*** (0.289)	10.40*** (0.300)	10.22*** (0.311)	8.002*** (0.332)	7.65*** (0.353)	7.09*** (0.14)
Random-Effects	No	S/B/S	S/B/S	No	S/B/S	S/B/S
Observations	382	382	382	382	382	382

- The omitted category is PE0.80.

-Robust standard errors adjusted for clustering on sessions in parentheses

- S/B/S is short for Buyer/Seller/Session.

* $p < 0.10$, ** $p < 0.05$, *** $p < 0.01$

specified only $Q = 9.95$ on average. In contrast, it should be possible to self-enforce only a maximum Q of 8 in PE0.50 and yet buyers specified 9.78. We offer a couple of possible explanations and leave a more detailed analysis for future work.

First, because self-enforcement is so difficult in Treatment PE0.50, buyers may strategically design contracts for opportunistic purposes with no intention of self-enforcement. This conjecture is supported by the fact that shirking rates are so high among both buyers and sellers according to Table 4. By the later periods, about 60% to 80% of the trades in PE0.50 were conducted with binding contracts, so the few that used non-binding contracts may have been experimenting with ways to extract profit in an opportunistic way. One way of engaging in opportunism is to ask the seller to deliver a very high level of quality even if the buyer has no intention of honoring the promised bonus. Figure 5 shows that the most profitable opportunistic buyers requested Q in the neighborhood of the first-best value ($Q = 12$).

Second, because self-enforcement is achievable in PE0.80 for Q up to the first-best level, perhaps the main goal of buyers was not to engage in opportunism but to protect against strategic uncertainty. Recall that [Breitmoser \(2015\)](#) suggests that semi-grim strategies do not rule out conflict even after mutual cooperation. In this case, it is natural to choose a lower Q which provides more

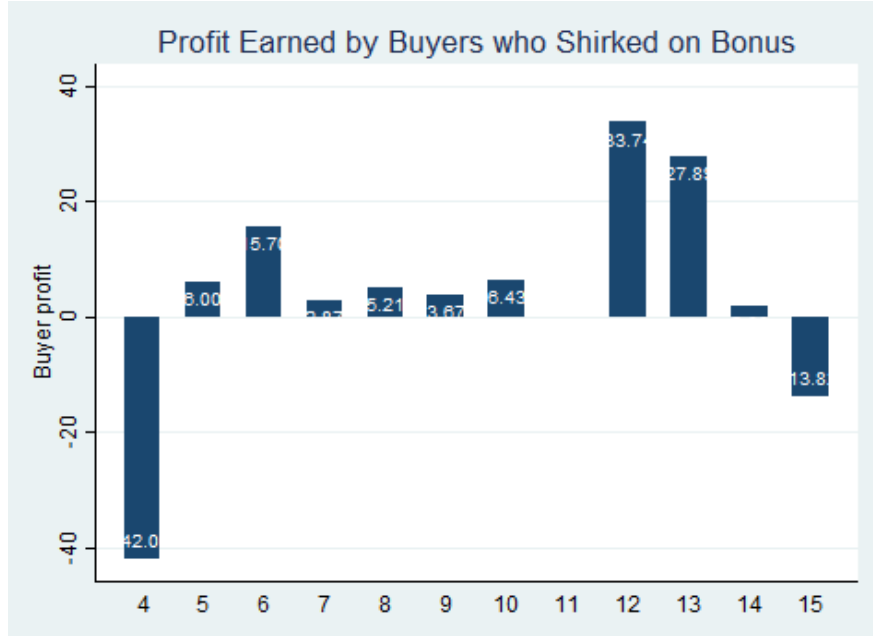


Figure 5: Profit earned by shirking buyers in PE0.50 across Q

slack in the SE constraints to ensure mutual performance.

For comparison, we can use the data from Treatment E to examine behavior in the absence of strategic uncertainty. A key characteristic of Treatment E is that buyers can use formal contracts to implement any quality level without fear of strategic uncertainty because the computer ensures that $Q = q$. Figure 6 shows that binding contracts in treatment E implemented mean actual quality remarkably close to the first best level of 12 (11.7 versus 12). Moreover, 48% of trades resulted in exactly the first-best quality. The few informal contracts used implemented $q = 7.14$ with only 5% implementing the first best.²² Thus, when strategic uncertainty is eliminated, subjects chose Q that are remarkably close to the first best even though the first-best value of 12 was an interior solution and not an obvious focal point.

6.4 Empirical Implication 4: Impact of Verifiability

Empirical Implication 4 predicts that subjects will use relational contracts rather than formal contracts when verifiability is imperfect. That is, more binding contracts should be observed in Treatment E relative to the PE treatments.

Recall that the descriptive statistics in Figure 1 are consistent with Empirical Implication 4 in that Treatment E yields a significantly higher fraction of formal contracts than either PE0.50 or

²²Moreover, the informal contracts plot was volatile because very few trades used informal contracts. In many periods, only one or two trades were executed using informal contracts. In the later periods, many trades did not use informal contracts at all. These are the observations for which the plot touched zero quality.

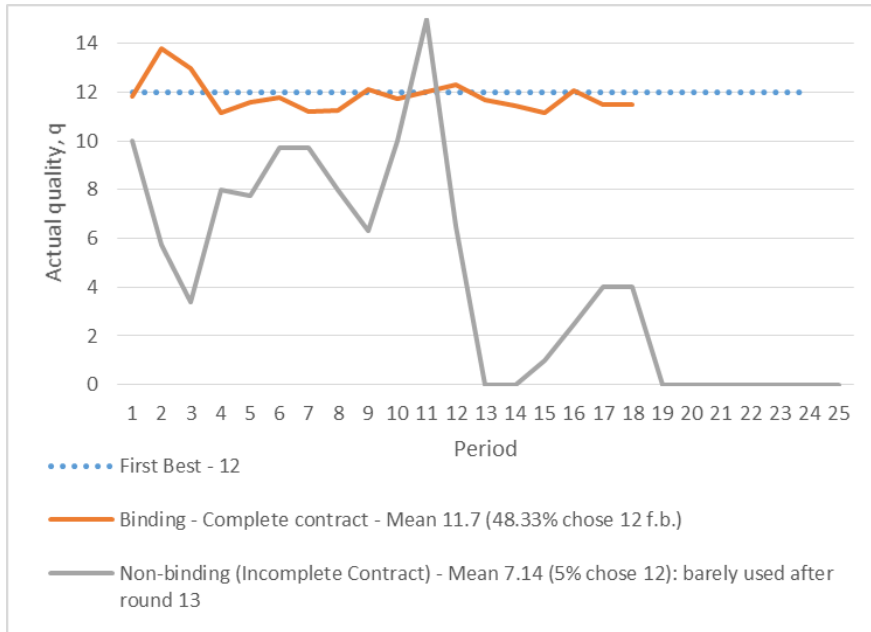


Figure 6: *Actual q Realized in Treatment E - Perfect 3rd Party Enforcement*

PE0.80. The means are 0.81, 0.54 and 0.35, respectively, and the gaps appear to persist across almost all periods. In short, with partial enforcement, a large number of contract offers leave out even costlessly verifiable terms such as contractible quality $Q = 5$.

Table 10 contains the results from two LPMs. Regression (2) adds the 1-memory cooperation dummy and is estimated with multi-level random-effects at the session-buyer-seller level.²³ The dependent variable takes a value of 1 if a binding complete contract is offered. Both regressions include the treatment dummy for PE (either for PE50 or PE80). The base category is Treatment E and therefore the sign of the coefficient for PE tests Empirical Implication 4. A negative sign is expected since it suggests that the probability of a binding contract offer decreases under partial enforcement.

The estimated coefficients for the PE dummy are both negative and significant. Moreover, the magnitude of the estimated coefficients are similar, suggesting robustness. Thus, we cannot reject the prediction that subjects move toward relational contracts when facing verifiability imperfections.

6.5 Empirical Implication 5: Contractual Form

Empirical Implication 5 predicts that we should observe discretionary bonus contracts rather than efficiency wage/gift-exchange type fixed-price contracts when subjects can endogenously choose the contractual form.

²³We also separately estimated fixed effects and probits, but the qualitative results are unchanged.

Table 10: LPM Estimates (dep. var.=1 if binding contract)

	(1)	(2)
<i>PE</i>	-0.380*** (0.067)	-0.322*** (0.086)
<i>1-memory cooperation dummy</i>		-0.005 (0.045)
<i>Period</i>	0.036** (0.0139)	0.076*** (0.014)
<i>Period</i> ²	-0.0002 (0.0005)	-0.002 *** (0.0005)
Constant	0.465*** (0.079)	0.296*** (0.079)
<i>R</i> ²	0.25	-
Observations	893	551

-Estimated using data from all sessions for all treatments (E, PE0.80 and PE0.50)

-Robust standard errors adjusted for clustering on sessions in parentheses

-Regression (2) is a multi-level random-effects linear probability model at the session-buyer-seller levels.

* $p < 0.10$, ** $p < 0.05$, *** $p < 0.01$

Figure 7 shows that subjects overwhelmingly traded using discretionary bonus contracts rather than efficiency wage/fixed price contracts.²⁴ This is consistent with the insights of [Bernheim and Whinston \(1998\)](#).

Figure 8 provides another perspective on the form of the accepted contracts. Each individual scatter point represents the (P, B) combination specified in an accepted contract. The orange points represent all accepted contracts in our PE0.80 sessions whereas the green points represent all accepted contracts in our PE0.50 sessions. We also included the fitted value trend lines to facilitate interpretation of the data. Note that efficiency wage contracts would be points falling on the vertical axis and we can see that an overwhelming number of contracts in both treatments are not on the vertical axis. Moreover, there is quite a bit of heterogeneity in the (P, B) combinations across discretionary bonus contracts with a general expected negative tradeoff between P and B , though the tradeoff is steeper in the PE0.80 sessions.

Next, we examine efficiency under both types of contracts. Table 11 reports regression results to examine the impact of discretionary bonus contracts on actual quality outcomes, q . The omitted

²⁴Pure bonus contracts are not included in the figure because they were not used in Treatment PE0.50 and there were only three used in Treatment PE0.80.

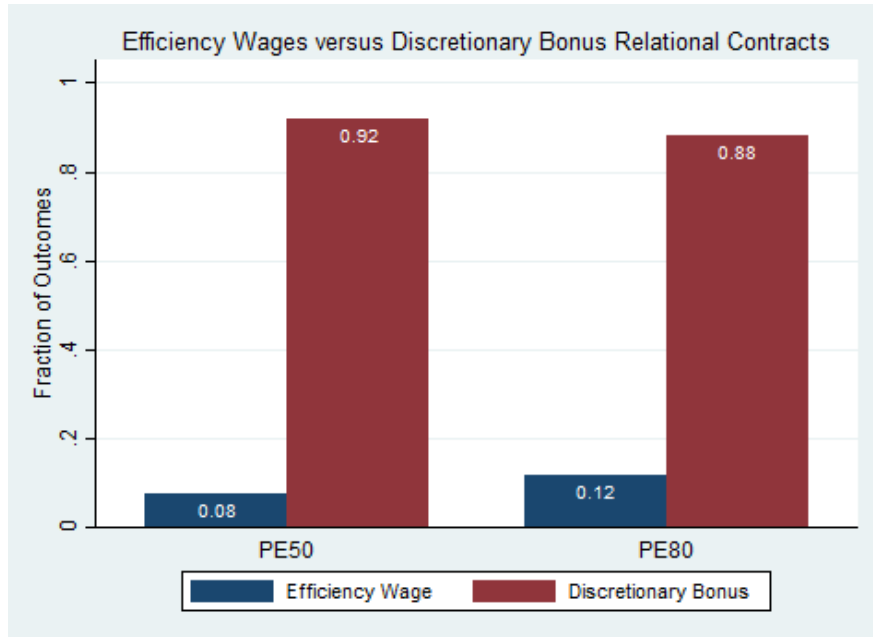


Figure 7: Use of efficiency wage versus discretionary bonus contracts

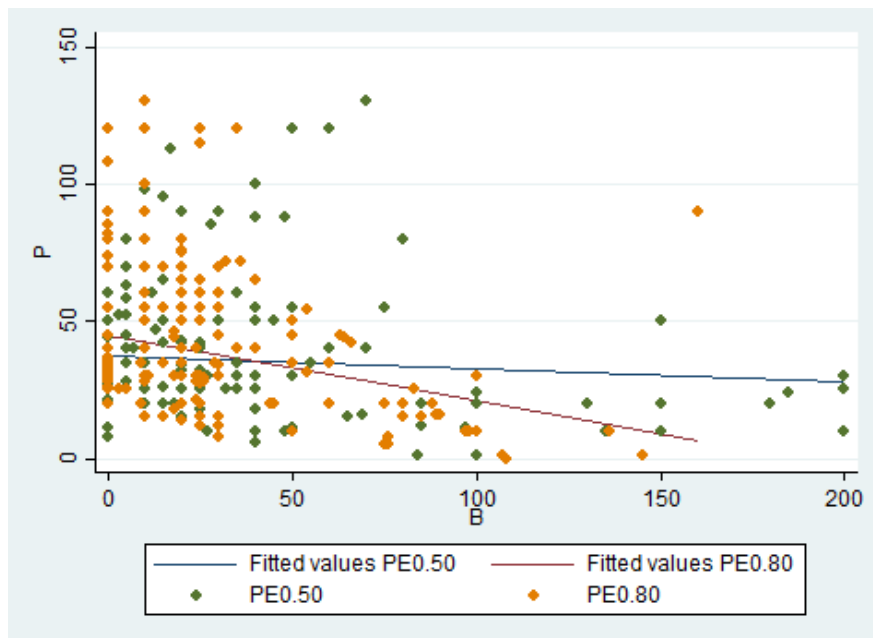


Figure 8: Scatter plot of accepted contract offers, along with trend lines in P, B space

category is the efficiency wage. Regression (2) differs from (1) in that it includes seller fixed effects and the 1-memory cooperation dummy to control for possible seller selection issues and belief updating about buyer actions.

We point out that first best is $q^* = 12$ and average quality across both contract types in both treatments fell short of 12. Thus, when interpreting the coefficients, a positive coefficient for

Table 11: Impact of discretionary bonus contracts on quality (q)

	(1)	(2)
<i>Discretionary bonus contract dummy</i>	2.07* (0.86)	4.42* (1.82)
<i>PE0.80 dummy</i>	2.33*** (0.471)	10.52*** (1.86)
<i>Lagged cooperation dummy</i>		2.13*** (0.365)
<i>Period</i>	-0.212*** (0.051)	-0.141 (0.097)
<i>Period²</i>	0.007 (0.005)	0.006 (0.007)
<i>Constant</i>	3.94*** (0.73)	-0.16 (1.73)
Seller fixed effects	No	Yes
Observations	382	189

-Robust standard errors adjusted for clustering on sessions in parentheses

* $p < 0.10$, ** $p < 0.05$, *** $p < 0.01$

the discretionary bonus dummy would imply that the discretionary bonus contract induces more efficiency via higher quality. Both regressions show that discretionary bonus contracts increases quality (2.07 in regression (1) and 4.42 in regression (2)) which are statistically significant at the 10% level. Thus, the regressions provide more evidence about why buyers tend to choose discretionary bonus contracts.

Overall, our results support Empirical Implication 5 and provide empirical justification for discretionary bonus contracts and the use of strategic flexibility in incomplete contracts in the sense of [Bernheim and Whinston \(1998\)](#).

7 Conclusion

We use economic experiments to test a number of well-established empirical implications from relational contract theory. Our results support the majority of the implications and suggest that standard relational contracting theory is useful for explaining many empirical patterns. Specifically, when total pay does not meet individual rationality conditions or the promised discretionary bonus does not satisfy the agent's incentive compatibility condition, there is an increase in contract rejection or shirking. With partial enforcement, subjects rely more on relational contracts.

With a decrease in the discount factor, subjects shift to formal contracts in the partial enforcement treatments. Finally, in the presence of imperfect verifiability, subjects largely choose discretionary bonus contracts rather than efficiency wage contracts, which is consistent with the theory of strategic ambiguity of [Bernheim and Whinston \(1998\)](#).

Despite the success of the standard theory in explaining most patterns of behavior in our experiments, we also came across some surprising results. We provide, to our knowledge, the first empirical investigation of parties' post-shirking strategies within the context of relational contracts. Here, our results do not support the prediction that principals only use efficient punishments following deviations (in the sense of the "strongly optimal" contracts of [Levin, 2003](#)). Our results are consistent with a less grim version of the semi-grim strategies of [Breitmoser \(2015\)](#), which relies on belief-free equilibria to explain different probabilities of cooperation given different 1-memory histories.

We also find that, contrary to theoretical predictions, subjects assigned to the role of agents are reluctant to reject contracts with excessively large bonuses that breach the principal's self-enforcement constraint. Similarly, subjects assigned to the role of principals do not react optimally to a decrease in the discount factor by demanding a lower quality in relational contracts. These differences between our findings and theoretical predictions offer opportunities to extend theory by integrating behavioral insights or insights from recent developments in the theory of repeated games on semi-grim strategies.

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A Full Description of the Theoretical Model

We describe a simple model that can conceptualize many of the standard predictions from the relational contracting literature. Our purpose is not to derive new theoretical results. We aim to provide a parsimonious unifying framework for many canonical results from the literature.

Assume that a principal contracts with an agent to produce a unit of a good for which quality matters. For simplicity, we abstract from asymmetric information, so our environment is similar to [MacLeod and Malcomson \(1989\)](#), where the key friction is the absence of third-party enforcement. The agent's obligation is to deliver quality $q \geq Q$, where Q refers to the quality level specified in the contract and q refers to the actual quality delivered. The principal's obligation is to pay $w \geq W$, where w is actual payment and W is the payment specified in the contract. w can consist of a base price p and bonus payment b , so we write $w = p + b$. Similarly, we write $W = P + B$ for the contractually specified payments. Since P is a fixed and non-contingent payment, $p=P$ by default.

Let the principal's and agent's payoffs be $\pi = r(q) - p - b$ and $u = p + b - c(q)$ where $r(q)$ and $c(q)$ are differentiable functions such that $r'(q) > 0$, $r''(q) \leq 0$, $c'(q) > 0$ and $c''(q) \geq 0$, $\forall q \in [q, \bar{q}] \subset \mathbb{R}_+$. All else equal, the principal prefers higher quality and lower payments, and the agent prefers higher payment and lower quality. The reservation payoffs for the principal and agent are $\bar{\pi}$ and \bar{u} , respectively. Assume that there exists some minimal quality threshold $\check{q} \in (q, \bar{q})$ such that $r(q^h) - c(q^h) \geq \bar{u} + \bar{\pi} > r(q^l) - c(q^l)$ for $q^l \in [q, \check{q})$ and $q^h \in [\check{q}, \bar{q}]$. This implies a minimum quality must be produced to generate positive surplus.

A.1 Formal and Relational Contracts

We assume limited third-party verifiability where a third-party is able to detect whether the good achieves some coarse, discrete level of quality, but it cannot detect more refined gradations in quality. Limited third-party verifiability allows for imperfections in performance measurement in the spirit of [Baker, Gibbons and Murphy \(1994\)](#), but it conceptualizes the issue in a simpler one-dimensional framework that facilitates experimental implementation. Moreover, in practice, many products receive discrete quality certifications that are neither completely unenforceable by a third-party nor enforceable to highly refined quality grades. Thus, our setup better matches stylized observations and allows us to nest both formal and informal contracts in a parsimonious

framework.

Enforcement imperfections do not preclude the possibility of writing formal contracts, though imperfections do limit the set of available contracts. Partition the quality space $[\underline{q}, \bar{q}] \in \mathbb{R}_+$ into $[[\underline{q}, q^d), [q^d, \bar{q}]]$ where q^d is a quality threshold that can be feasibly verified by a third-party.

Assumption 1. *A third-party can verify whether $q \in [\underline{q}, q^d)$ or $q \in [q^d, \bar{q}]$.*

Assumption 1 implies a contractible set, $\underline{C} = \{q, q^d\}$. No other quality level is verifiable; hence, the agent will choose $q = q^d$ even if a contract calls for $Q > q^d$ and will choose $q = \underline{q}$ if the contract calls for $\underline{q} < Q < q^d$.

Despite imperfect enforcement, it is still possible to write a formal contract. A formal contract must be a complete contract in that a complete state-contingent plan governs performance. Therefore, all obligations of both parties are fully specified for all contingencies in the initial contract. Moreover, the contract is third-party enforceable so that neither party can shirk. This implies that no party has ex post discretionary latitude to deviate from the initial contract. One can view the presence of ex post discretion to deviate as being synonymous with an incomplete contract. This implies that the contract would have to be self-enforcing through an informal agreement.

The formal contract can either specify state-contingent prices \underline{P} and P^d to be paid under each contractible quality realization, or the principal can specify $Q = q^d$ in exchange for a fixed P . We will refer to the latter as a **simple contract**. In the former case, a third-party enforces the contingent payments \underline{P} and P^d whereas in the simple contract, $Q = q^d$ and P are directly enforced. In either case, all variables are third-party enforceable since they are either in the contractible set or depend only on variables in the contractible set. If the contingent payments \underline{P} and P^d are chosen in an incentive compatible manner to implement $Q = q^d$, then the two types of contracts are outcome equivalent. Thus, for simplicity, we will focus only on simple contracts.

We also describe incomplete contracts to frame our subsequent discussion of optimal relational contracts and strategic incompleteness. Note that there is no unique incomplete contract, so we illustrate one example. Suppose a contract specifies $Q > q^d$, a fixed payment P and a bonus B if $q \geq Q$ is realized. Because $Q > q^d$ is not in the contractible set, it follows that the agent has ex post discretion to deviate from Q without legal consequence. Additionally, because B is contingent on $q \geq Q$, B is a discretionary bonus that is not contractible. Therefore, the principal can shirk on the bonus even if the agent performs. In summary, both parties have ex post discretion to deviate from the initial agreement. Backward induction shows that our illustrated incomplete contract above leads to inefficiencies in the absence of self-enforcement.

To model endogenous incompleteness, we denote π^f and u^f as the payoffs obtained from the “best” formal contract for the given enforcement technology; i.e., the formal contract that yields the highest joint surplus under the enforcement technology. In our case, if the first best quality level is such that $q^* > q^d$, then a formal contract specifying q^d would dominate one specifying q . Since there are only two contractable quality levels, the contract specifying q^d is the best formal contract. Denote Q^f as the best contracted quality level.²⁵ Denote surplus as $S(q) = r(q) - c(q) - \bar{u} - \bar{\pi}$. We define

$$k = S(q^*) - S(Q^f) \tag{A.1}$$

to be the loss in efficiency from using a formal contract in the presence of verifiability imperfections. Note that when a third-party can verify every quality level, then $k = 0$ since $Q^f = q^*$.

Similar to Baker, Gibbons and Murphy (1994), our model nests formal and informal contracts. Unlike Baker, Gibbons and Murphy (1994), we have a single performance measure rather than separately defining objective and subjective measures. This eases experimental implementation since subjects track fewer variables.

A.2 Optimal Contracting

Consider a principal-agent model of repeat trading under the imperfect enforcement technology specified above. We define a binary variable $\alpha \in \{0, 1\}$ where α equals 1 if $u^f + \pi^f \geq \bar{u} + \bar{\pi}$ and 0 otherwise. That is, $\alpha = 1$ if joint profits from the best formal contract exceeds joint reservation payoffs. The stage-game timeline follows the typical principal-agent sequence:

1. Principal offers a contract—a price/bonus/quality triplicate, (P, B, Q) .
2. The agent accepts or rejects. If rejected, the parties default to the best formal contract if $\alpha = 1$ and to reservation payoffs if $\alpha = 0$.
3. If accepted, the agent chooses actual quality q .
4. The principal observes q and chooses actual bonus b . The promised fixed payment, P , is also made.²⁶

In a relational contract, the stage game described above is infinitely repeated so that in each period t and for each history up to t , the parties follow the sequence (1)-(4). Moreover, the

²⁵In our example $Q^f = q^d$.

²⁶ P is always third party enforceable because it is not contingent on quality.

relational contract is self-enforcing if it describes a subgame perfect equilibrium of the infinitely repeated game. In addition, [Levin \(2003\)](#) and [Halac \(2012\)](#) show that, with symmetric information, there exist stationary contracts that are optimal in that the same (optimal) contract is offered in every t .²⁷ Letting δ be the discount factor and multiplying the payoffs by $1 - \delta$ to express them as per-period averages, the principal's contract design problem is:

$$\max_{Q,P,B} (1 - \delta) [r(Q) - P - B] + \delta V(C) \quad s.t. \quad (\text{A.2})$$

$$(1 - \delta) [r(Q) - P - B] + \delta V(C) \geq \alpha \pi^f + (1 - \alpha) \bar{\pi} \quad (\text{A.3})$$

$$(1 - \delta) [P + B - c(Q)] + \delta U(C) \geq \alpha u^f + (1 - \alpha) \bar{u} \quad (\text{A.4})$$

$$(1 - \delta) [r(Q) - P - B] + \delta V(C) \geq (1 - \delta) [r(Q) - P] + \delta \left[\alpha \pi^f + (1 - \alpha) \bar{\pi} \right] \quad (\text{A.5})$$

$$= (1 - \delta) [P + B - c(Q)] + \delta U(C) \geq (1 - \delta) [P - c(q)] + \delta \left[\alpha u^f + (1 - \alpha) \bar{u} \right] \quad (\text{A.6})$$

Constraints (A.3) and (A.4) are the individual rationality (IR) constraints and (A.5) and (A.6) are the self-enforcement (SE) constraints. To understand the expressions $V(C)$ and $U(C)$, let Γ denote the set of feasible contracts, which can be partitioned as $C \cup F = \Gamma$ and $C \cap F = \emptyset$. Then, either $(P, B, Q) \in C$ or F , where ‘‘C’’ denotes relational contracts that satisfy constraints (A.3)-(A.6), and ‘‘F’’ denotes ‘‘formal’’ (i.e., complete) contracts that only satisfy the IR constraints. Thus, $V(C)$ and $U(C)$ are the flow payoffs for the principal and agent, respectively, from the optimal self-enforcing relational contract $(P, B, Q) \in C$. Due to stationarity, the same contract is offered every t , so the principal's contract design problem becomes essentially a static optimization problem.

Proposition 1. *Solving the principal's problem stated in (A.2)-(A.6) yields an optimal stationary contract that requests $\tilde{Q} \leq Q^*$ where Q^* is a request for first best quality. The associated payment scheme is $W(\tilde{Q}) = \tilde{P} + B(\tilde{Q})$ such that:*

$$(i) \frac{\alpha u^f + (1 - \alpha) \bar{u} + c(\tilde{Q})}{1 - \delta} - \frac{\delta}{1 - \delta} \{r(\tilde{Q}) - \alpha \pi^f - (1 - \alpha) \bar{\pi}\} \leq \tilde{P} \leq \alpha u^f + (1 - \alpha) \bar{u} + c(\underline{q})$$

$$(ii) c(\tilde{Q}) - c(\underline{q}) \leq B(\tilde{Q}) \leq \frac{\delta}{1 - \delta} \{r(\tilde{Q}) - c(\tilde{Q}) - \alpha \pi^f - (1 - \alpha) \bar{\pi} - \alpha u^f - (1 - \alpha) \bar{u}\}$$

$$(iii) \tilde{P} + B(\tilde{Q}) - c(\tilde{Q}) \geq \alpha u^f + (1 - \alpha) \bar{u}$$

$$(iv) r(\tilde{Q}) - \tilde{P} - B(\tilde{Q}) \geq \alpha \pi^f + (1 - \alpha) \bar{\pi}$$

²⁷Nonstationary contracts arise primarily in the context of private information where one has to model relational dynamics due to the revelation of private information over time (e.g., see [Halac, 2012](#) or [Yang, 2013](#)). It is important to point out that nearly all experiments involve some dynamics simply because subjects learn how to play the game. Hence, researchers typically treat predictions from stationary symmetric information games as theoretical benchmarks that subjects should converge to after sufficient learning. The actual dynamics that lead to convergence is typically not of theoretical interest and early period departures from theoretical benchmarks are treated as noise that can be reduced with subject experience.

Proof. First note that with stationary contracts, this essentially becomes a static problem since $V(C) = r(Q) - P - B$ at the optimal self-enforcing values of (Q, P, B) . Second, note that (A.5) and (A.6) can be combined to get:

$$\frac{\delta}{1-\delta} \left[V(C) - \alpha\pi^f - (1-\alpha)\bar{\pi} \right] \geq B \geq [c(Q) - c(\underline{q})] - \frac{\delta}{1-\delta} \left[U(C) - \alpha u^f - (1-\alpha)\bar{u} \right] \quad (\text{A.7})$$

Additionally, (A.7) can be rearranged to get:

$$\frac{\delta}{1-\delta} [r(Q) - c(Q) - \alpha\pi^f - (1-\alpha)\bar{\pi} - \alpha u^f - (1-\alpha)\bar{u}] \geq c(Q) - c(\underline{q}) \quad (\text{A.8})$$

Given the assumptions $r'(Q) \geq 0$, $r''(Q) \leq 0$, $c'(Q) > 0$, and $c''(Q) \geq 0$, (A.8) tightens as Q increases. Suppose that \hat{Q} is the value of Q at which (A.8) holds with equality. Then if $Q^* > \hat{Q}$, then Q^* is not implementable. However, if $Q^* \leq \hat{Q}$, then Q^* can be implemented. Therefore, the principal can only contract for some $\tilde{Q} \leq Q^*$.

To derive the optimal payment scheme, we must consider two cases. First, if $\hat{Q} \geq Q^*$ so that the principal can contract for the first best level of quality where $r'(Q^*) = c'(Q^*)$, then there is slack in (A.7). Second, if $\hat{Q} < Q^*$ so $r'(\hat{Q}) > c'(\hat{Q})$, then the principal will contract for $\tilde{Q} = \hat{Q}$ and (A.7) binds with equality. We will analyze each case separately.

Case 1: $\hat{Q} \geq Q^*$: In this case, there is slack in (A.7) even when $\tilde{Q} = Q^*$. To maintain self-enforcement, the principal can offer any $B(\tilde{Q})$ in the interval $\frac{\delta}{1-\delta} [V(C) - \alpha\pi^f - (1-\alpha)\bar{\pi}] \geq B(\tilde{Q}) \geq [c(\tilde{Q}) - c(\underline{q})] - \frac{\delta}{1-\delta} [U(C) - \alpha u^f - (1-\alpha)\bar{u}]$. This is consistent with (ii). Moreover, P must be chosen in combination with $B(\tilde{Q})$ to obey both the principal's and agent's individual rationality constraints. This is consistent with (iii) and (iv).

Case 2: $\hat{Q} < Q^*$: Then $r'(\hat{Q}) > c'(\hat{Q})$, so the maximum self-enforcing \tilde{Q} that the principal can contract for is \hat{Q} . The corresponding self-enforceable $B(\tilde{Q}) = \frac{\delta}{1-\delta} [r(\tilde{Q}) - c(\tilde{Q}) - \alpha\pi^f - (1-\alpha)\bar{\pi} - \alpha u^f - (1-\alpha)\bar{u}] = c(\tilde{Q}) - c(\underline{q})$, which satisfies part (ii) with equality. P must be chosen in combination with $B(\tilde{Q})$ to obey both the principal's and agent's individual rationality constraints. This is consistent with (iii) and (iv). \square

In words, under the optimal contract, the principal contracts for quality that is less than or equal to the first best quality. The discretionary bonus simultaneously satisfies both the agent's and principal's SE constraints. The total promised payment satisfies both parties' IR constraints. This proposition directly leads to Empirical Implication 1 in the main body of the paper.

For a more intuitive look at self-enforcement, we can also solve the expression in Proposition

1(ii) for δ which yields:

$$\delta \geq \underline{\delta}(Q) = \frac{c(Q) - c(\underline{q})}{r(Q) - c(\underline{q}) - \alpha [\pi^f + u^f] - (1 - \alpha) [\bar{\pi} + \bar{u}]} \quad (\text{A.9})$$

$$= \frac{c(Q) - c(\underline{q})}{r(Q) - c(\underline{q}) - \alpha [r(Q^f) - c(Q^f)] - (1 - \alpha) [\bar{\pi} + \bar{u}]} \quad (\text{A.10})$$

$\underline{\delta}(Q)$ is the threshold for the informal contract to be self-enforcing, and it depends on Q , where a higher Q raises the threshold making self-enforcement more difficult. Consequently, this can limit the quality that can be implemented. The threshold also depends on the payoffs u^f and π^f , which in turn, depends on the efficiency loss from imperfect verifiability. Thus, self-enforcement and third-party enforcement interact; i.e. suppose Q^f is the enforceable quality that yields the highest joint surplus among all contractible quality levels. A formal contract (Q^f, P^f) yields payoffs $\pi^f = P^f - c(Q^f)$ and $u^f = P^f - c(Q^f)$. These payoffs can be substituted in (A.9) to get (A.10). As k in (A.1) tends toward zero, third-party verifiability improves. This, in turn, increases the joint profit $r(Q^f) - c(Q^f)$ which weakly raises the threshold for self-enforcement (A.9).²⁸ In short, an improvement in enforcement technology should cause some relational contracts to be replaced by formal contracts.

Proposition 2. *Let Q^* be the first best quality request such that $Q^* \in \arg \max_Q \{S(Q)\}$. If there exists \tilde{Q} such that $S(Q^*) \geq S(\tilde{Q}) > \max\{S(Q^f), \bar{\pi} + \bar{u}\}$ and $\delta \geq \underline{\delta}(\tilde{Q})$, then a relational contract that implements \tilde{Q} is preferred over the best formal contract or termination.*

Proof. If there exists \tilde{Q} such that $S(Q^*) \geq S(\tilde{Q}) > S(Q^f)$ and $\delta \geq \underline{\delta}(\tilde{Q})$, then \tilde{Q} is a self-enforcing level of quality that yields higher surplus than the best formal contract. Thus, the principal can allocate enough surplus to both parties to make them at least as well off as they would be under the best formal contract. Hence, \tilde{Q} is a self-enforcing quality level that satisfies constraints (A.3)-(A.6) and can be made jointly preferred by the principal and agent. \square

Proposition 2 states that if verifiability is sufficiently imperfect, which allows for the existence of some self-enforcing level of \tilde{Q} that yields joint surplus that is greater than the joint surplus under the other options, then the parties will use relational contracts.

Levin (2003)'s Corollary 1 (p. 841) points out that, because optimal stationary contracts can be constructed to split the surplus in any way the parties desire (subject to IR constraints), the parties can continue with a relational contract even following a deviation.

²⁸We say weakly because if $\alpha = 0$, then the threshold does not change until formal contracts joint surplus exceeds joint surplus from the reservation payoffs, triggering $\alpha = 1$.

Corollary 1. *Following any history, there exists a family of optimal relational contracts that implements \tilde{Q} such that $S(\tilde{Q}) > \max\{S(Q^f), \bar{\pi} + \bar{u}\}$ and yield per-period payoffs $\tilde{\pi} \in [\max\{\pi^f, \bar{\pi}\}, S(\tilde{Q}) - \max\{u^f, \bar{u}\}] \subset \mathbb{R}$ to the principal, and per-period payoffs $\tilde{u} = S(\tilde{Q}) - \tilde{\pi}$ to the agent.*

Proof. Any contract that implements \tilde{Q} and yields per-period payoffs $\tilde{\pi} \in [\max\{\pi^f, \bar{\pi}\}, S(\tilde{Q}) - \max\{u^f, \bar{u}\}]$ to the principal, and per-period payoffs $\tilde{u} = S(\tilde{Q}) - \tilde{\pi}$ to the agent satisfies all the conditions enumerated in Proposition 1 and is therefore optimal. Moreover, by Proposition 2, $S(\tilde{Q}) > \max\{S(Q^f), \bar{\pi} + \bar{u}\}$. Thus, for any history in which both parties honor this contract ($q \geq \tilde{Q}$ and $b \geq B(\tilde{Q})$), the parties continue with this contract by stationarity.

For any history in which at least one party deviates ($q < \tilde{Q}$ and/or $b < B(\tilde{Q})$), there is no need to resort to termination or a formal contract because an optimal relational contract can be constructed by raising P to yield per-period payoffs of $\tilde{\pi} = \max\{\pi^f, \bar{\pi}\}$ and $\tilde{u} = S(\tilde{Q}) - \max\{\pi^f, \bar{\pi}\}$ if the principal deviated, or by lowering P to yield per-period payoffs $\tilde{\pi} = S(\tilde{Q}) - \max\{u^f, \bar{u}\}$ and $\tilde{u} = \max\{u^f, \bar{u}\}$ if the agent deviated. Such a contract continues to implement \tilde{Q} because the self-enforcing conditions (part (ii) of Proposition 1) is independent of P . Such a contract provides punishments that are payoff equivalent to termination or reversion to a formal contract. \square

Corollary 1 is a modified version of Levin (2003)'s "strongly optimal" contract for our problem. It states that following any history, including those that are off-the-equilibrium path (i.e., a deviation), there is a family of relational contracts that implement \tilde{Q} while delivering different payoff distributions. Thus, one can always construct an off-the-equilibrium path contract that continues to implement \tilde{Q} , while holding the deviator to the payoff s/he would have received had the parties reverted to a formal contract or termination. In other words, the deviator can be punished as severely as termination of the relational contract, but without destroying surplus and without also punishing the non-deviator. Such a contract does not destroy surplus since surplus is higher under \tilde{Q} than under Q^f or termination and is therefore renegotiation proof. In short, continuing with a relational contract is optimal regardless of whether the parties have deviated or not in the previous period. This leads directly to Empirical Implication 2 in the main paper.

Corollary 2. *(Exogenous change in k) Let $\tilde{Q} \in \tilde{\mathcal{Q}} = \{\tilde{Q} : S(Q^*) \geq S(\tilde{Q}) > S(Q^f)\}$. As $k \rightarrow 0$, then $\underline{\delta}(\tilde{Q}) \rightarrow 1$ for any $\tilde{Q} \in \tilde{\mathcal{Q}}$ and all informal contracts are endogenously replaced with formal contracts.*

Proof. First, note that $k = S(Q^*) - S(Q^f) = r(Q^*) - c(Q^*) - \bar{u} - \bar{\pi} - r(Q^f) + c(Q^f) + \bar{u} + \bar{\pi} = r(Q^*) - c(Q^*) - [r(Q^f) - c(Q^f)]$. Therefore, $k \rightarrow 0$ implies that $r(Q^*) - c(Q^*) - [r(Q^f) - c(Q^f)] \rightarrow 0$.

Moreover, because $r(Q^*) - c(Q^*) - [r(\tilde{Q}) - c(\tilde{Q})] < r(Q^*) - c(Q^*) - [r(Q^f) - c(Q^f)]$ for all $\tilde{Q} \in \tilde{Q}$, we also have $r(Q^*) - c(Q^*) - [r(\tilde{Q}) - c(\tilde{Q})] \rightarrow 0$ and $r(\tilde{Q}) - c(\tilde{Q}) - [r(Q^f) - c(Q^f)] \rightarrow 0$ as $k \rightarrow 0$. Next, by assumption, $S(Q^*) = r(Q^*) - c(Q^*) - \bar{u} - \bar{\pi} > 0$. Thus, there exists some \bar{k} such that for $k < \bar{k}$, we have $\alpha = 1$ and (A.9) becomes $\frac{c(\tilde{Q}) - c(\underline{q})}{r(\tilde{Q}) - c(\underline{q}) - [r(Q^f) - c(Q^f)]}$. The latter term can be rewritten as $\frac{c(\tilde{Q}) - c(\underline{q})}{r(\tilde{Q}) - c(\tilde{Q}) - [r(Q^f) - c(Q^f)] + c(\tilde{Q}) - c(\underline{q})} = \frac{1}{\left[\frac{r(\tilde{Q}) - c(\tilde{Q}) - [r(Q^f) - c(Q^f)]}{c(\tilde{Q}) - c(\underline{q})} + 1 \right]}$. Since $r(\tilde{Q}) - c(\tilde{Q}) - [r(Q^f) - c(Q^f)] \rightarrow 0$ as $k \rightarrow 0$ and the limit of $c(\tilde{Q}) - c(\underline{q})$ is some finite positive number, $\lim_{k \rightarrow 0} \delta(\tilde{Q}) = \lim_{k \rightarrow 0} \frac{1}{\left[\frac{r(\tilde{Q}) - c(\tilde{Q}) - [r(Q^f) - c(Q^f)]}{c(\tilde{Q}) - c(\underline{q})} + 1 \right]} = 1$ \square

Corollary 2 is related to the theory of *strategic ambiguity* of [Bernheim and Whinston \(1998\)](#) and to the substitutability between formal and informal contracts of [Baker, Gibbons and Murphy \(1994\)](#). [Bernheim and Whinston \(1998\)](#) show that in the presence of verifiability imperfections, parties may deliberately eschew formal contracts so that they can achieve better outcomes by using discretionary flexibility to punish and reward non-verifiable performance. Corollary 2 leads to Empirical Implication 4 in the main paper.

Another [Bernheim and Whinston \(1998\)](#) insight is that, given that contracts must be incomplete, it may be optimal for parties to *increase* the degree of incompleteness. Intuitively, under an incomplete contract, the agent has ex post discretionary latitude to shirk. Thus, the principal may also want to have the discretion to adjust pay in response to the agent's action by utilizing a discretionary bonus contract. Such a contract is less complete than a fixed-price contract because the fixed-price contract locks down the principal's obligations. Fixed price contracts are commonly invoked in the literature under the assumption that parties to a relational contract use efficiency wages or repeat purchase mechanisms ([Klein and Leffler, 1981](#); [Shapiro and Stiglitz, 1984](#); [Brown, Falk and Fehr, 2004](#)). However, Proposition 1 supports the theory of strategic ambiguity rather than a fixed-price contract. This leads directly to Empirical Implication 5 in the main paper.

Next, we examine the impact of exogenous changes in the discount factor.

Corollary 3. (*Exogenous change in δ*) Suppose \tilde{Q} is such that $S(\tilde{Q}) > S(Q^f)$ and $\delta \geq \underline{\delta}(\tilde{Q})$. Then, a decrease in δ has the following effects:

1. If $\delta \geq \underline{\delta}(\tilde{Q})$ continues to hold, then the principal continues to contract for \tilde{Q} using an informal contract.
2. If $\delta < \underline{\delta}(\tilde{Q})$, then the principal contracts for a lower \hat{Q} where $\delta = \underline{\delta}(\hat{Q})$ using an informal contract if $S(\hat{Q}) > S(Q^f)$.

3. If $\delta < \underline{\delta}(\tilde{Q})$, then the principal switches to a formal contract that implements Q^f if there exists no \hat{Q} such that $S(\hat{Q}) > S(Q^f)$

Proof. Part (1): If $\delta \geq \underline{\delta}(\tilde{Q})$ continues to hold after an exogenous decrease in δ , then the principal continues to contract for \tilde{Q} since it would remain self-enforcing.

Part (2): If $\delta < \underline{\delta}(\tilde{Q})$, then \tilde{Q} is no longer self-enforcing and cannot be sustained using a relational contract. However, given the assumptions $r'(Q) > 0$, $r''(Q) \leq 0$, $c'(Q) > 0$, and $c''(Q) > 0$, we see from (A.9) that $\underline{\delta}(Q)$ can be lowered by lowering Q . Therefore, for an exogenous decrease in δ , the principal has to lower her preferred quality level from \tilde{Q} to some \hat{Q} such that $\delta = \underline{\delta}(\hat{Q})$. \hat{Q} is self-enforcing and a relational contract that implements \hat{Q} will be preferred to the best formal contract that implements Q^f if $S(\hat{Q}) > S(Q^f)$.

Part (3): The proof follows the same steps as the proof for Enumerate 2 except if $S(\hat{Q}) \leq S(Q^f)$, then the principal prefers the formal contract that implements Q^f over the relational contract that implements \hat{Q} . □

Corollary 3 leads to Empirical Implication 3 in the main paper.

B Instructions for Treatment PE0.80

Instructions (0.80 PE)

You can earn money during this experiment, with the exact amount depending on the decisions you make during the experiment. Your experimental income is calculated in points, which will be converted into cash at the rate of: \$1 = 30 points. We will start you off with a balance of 150 points (\$5).

All written information you received from us is for your private use only. You are not allowed to pass over any information to other participants in the experiment. Talking during the experiment is not permitted. Violations of these rules may force us to stop the experiment.

General Information

This experiment is about how people buy and sell goods for which quality matters. Participants are divided into two groups: half will be buyers and the other half sellers. And then a trading period will start in which a buyer and seller will trade one unit of a good that can vary in quality. The price agreed upon between the buyer and seller and the quality of the good traded will determine how much money each party makes in that period. There will many trading periods throughout the course of this experiment.

Who will you trade with? At the beginning of the experiment, the computer will randomly match each participant in the room with another participant to form a buyer-seller pairing. You will be informed whether you are the buyer or seller in your pairing. You will trade with your pair-member. You will *not* be informed of the actual identity of the other person (and s/he will not be informed of your identity). *All sellers and buyers are assigned a numeric ID which is not associated with their real identity.* You will also retain your ID and role (e.g. buyer or seller) through the entire experiment.

For how many periods will you trade with the same person? All participants will remain matched with their pair-member for a random number of periods. **How is this determined?** At the end of each period, the computer will determine randomly whether the same pairings will continue for the next period or whether new pairings will be formed. In any given period, there is an **80% chance** that the same pairings will continue for the next period. In other words, in any given period, there is a 80% chance that you will continue to trade with the same person in the next period. To help you understand this, imagine that the computer has been programmed to spin a roulette wheel. If it lands on 1,2,3,4, 5, 6, 7, or 8 then you will continue to trade with the same person the next period. But if it lands on 9 or 10 the current pairings are immediately terminated. And then for the next period, the computer will randomly match you with a different person in the room to form a new pairing. This process will repeat for every new pairing. *At the beginning of each period, you will be notified on-screen whether the random matching process has kept you with the same person or matched you with a new person.*

When does the entire experiment end? If one of two conditions hold: (1) The experiment will end if all participants have already been matched with all possible trading partners. *This is because no participant will be matched with the same person more than once during this experiment.* For example, if there are 10 buyers and 10 sellers, then no buyer or seller will have more than 10 unique pairings. After 10 unique pairings, the experiment ends. (2) Even if all unique pairings have not been exhausted, the last pairing will occur once the experiment has lasted at least 18 periods. In other words, if you have traded at least 18 periods for the experiment, then your current pairing is your last one. **This does not mean the experiment stops at 18 rounds exactly;** it only means that when your last pairing **randomly** ends, you will not be paired with a new partner.

To summarize, if you have had less than 10 different trading partners during the experiment, but the experiment has not lasted at least 18 total periods, then when your current match is randomly terminated, the computer will match you with a new person and the experiment would continue. However, if the experiment has lasted at least 18 total periods, then the experiment will end once your current pairing is randomly terminated.

CONDUCTING TRADES

Each trade occurs within a trading period. Each trading period is then divided into a *proposal phase* followed by a *quality determination phase* and then followed by a *payment determination phase*.

- a) During the *proposal phase*, the buyer can make a proposal on the terms of trade to the seller. The seller can either accept or reject the proposal.
- b) If the seller accepts the proposal, then during the *quality determination phase*, the seller chooses the actual quality level to supply.
- c) After quality is observed, comes the *payment determination phase*. During this phase, the buyer can make final adjustments in payment depending on the initial terms of the proposal.

During each phase, you can take as much time as you need to make a good decision, but the faster you make your decision, the faster the experiment will move.

Specific details of each phase are given below:

1. The Proposal Phase

Each period starts with a proposal phase. A proposal allows the parties to agree to the terms of trade by including a list of promises and obligations of both parties (see below for details). *The buyer can submit a single proposal during the proposal phase. Once a proposal is submitted, the seller will decide to accept or reject the proposal.*

How does a buyer make a proposal? A proposal screen will appear that will require the buyer to enter values for the following terms: *desired quality, price, and a performance bonus*. These terms are described below.

- a) **Desired quality** – The buyer must (1) ask the seller to deliver a specific quality level and (2) specify whether the quality level is binding or discretionary (if binding, the computer enforces the quality level).

Regarding (1), possible quality levels can range from 1 to 15, where higher numbers indicate higher quality (whole numbers only). Buyers earn more when they get higher quality.

Regarding (2), The buyer also specifies whether s/he wants desired quality to be **binding** or **discretionary** by clicking the appropriate checkbox. **Binding** is similar to a legally binding obligation – once the seller agrees to the proposal, the computer will ensure that the seller supplies the desired quality level. **Discretionary** means that the obligation is informal rather than legal – i.e. the seller's quality choice will not be enforced by the computer. Thus, nothing restricts the seller from choosing a quality level that is different from the desired quality during the quality determination phase. **However, not all quality levels can be made binding. Only quality levels "1" and "5" can be made binding.**

Therefore, if the buyer clicks "*binding*", then s/he must also click "1" or "5" in *Desired quality* checkbox right next to the "*binding*" checkbox.

If the buyer clicks "*discretionary*", then s/he must enter a number between 1 to 15 in the field next to the *discretionary* checkbox.

- b) **Price** – This allows the buyer to state the price she will pay for the good. The buyer enters a price in the "*Price*" field. The price ranges from 0 to 200 (whole numbers).

The price the buyer specifies will be *binding*. It is similar to a legally binding obligation – once the proposal is agreed upon, the computer will ensure that the price is paid to the seller.

- c) **Performance bonus**– For the case when desired quality is discretionary, the buyer can state that s/he will pay a bonus that might be linked to quality. *To enter a bonus, click on the “yes” box next to “would you like to offer a bonus?”* Then enter a number in in the “*Bonus*” field to specify the size of the bonus (enter a whole number from 0 to 200). *If the buyer does not wish to offer a bonus, simply click “no” next to “would you like to offer a bonus?”* The total payment is *price plus bonus*.

Important: The stated bonus is *not binding*. During the payment determination phase to come later, the buyer can choose any bonus level s/he wishes. Thus, this is a discretionary bonus. However, if the buyer clicked “no” to offering bonus, then there will be no payment determination phase for the buyer in this period. The Price then becomes the final payment.

After the buyer has specified desired quality, price and performance bonus, s/he needs to click “OK” to submit it. Next comes the quality determination phase.

2. *Quality Determination Phase*

Following the proposal phase, all sellers who accepted an agreement that did not have a binding *Desired quality* level of “1” or “5” will determine the level of quality that they will supply to their buyers. A seller can choose any quality s/he wants to from 1 to 15. The *Quality Determination* Screen will appear and a seller can enter his/her quality choice in the “*Actual Quality*” field. Nothing restricts the seller from choosing a quality level that is different from the “desired quality” level specified in the proposal.

Note: If the buyer chose a binding quality of “1” or “5”, then there is no quality determination phase for the seller.

3. *Payment Determination Phase*

Following the quality determination phase, all buyers who offered a bonus will determine the level of actual bonus that s/he will pay to the seller. During this phase, **after quality is observed by the buyer**, the buyer will choose actual bonus to be paid to the seller. The *Payment Determination* screen will appear and the buyer will enter his/her bonus choice in the “*Actual Bonus*” field. **Nothing restricts the buyer from choosing a bonus level that is different from the bonus that was specified in the proposal.** The actual bonus can range from 0 to 200 at the buyer’s discretion.

How Are Points (Income) Calculated?

How do Buyers Make Money?

- If the buyer does not make an offer or the seller rejects the offer, the buyer will receive 15 points for that period.
- If the buyer’s proposal is accepted, the buyer’s points for the period depend on the actual quality, the price and the actual bonus paid. That is,

$$\text{Buyer Points} = 12 * \text{Actual Quality} - \text{Price} - \text{Actual Bonus}$$

- As you can see, the higher the actual quality, the more points the buyer earns. At the same time, the lower total payments (price plus actual bonus), the more points the buyer earns.
- In summary, higher quality at lower payments means more points for the buyer.

How do Sellers Make Money?

- If the seller rejects the proposal or the buyer does not make an offer, the seller will receive 15 points for that period.
- If the seller has accepted an offer, then the seller’s points depends on the price, actual bonus, and production costs s/he incurs. The points of a seller is determined as follows:

Seller Points = Price + Actual Bonus – Production Costs
--

- As you can see, the higher the actual payments, the more points a seller earns. At the same time, the higher the quality, the higher the production costs, which reduces points.
- How are production costs calculated? The higher the quality the seller supplies, the higher the costs. Roughly speaking, the cost is determined by the following formula: $Cost = \frac{q^2}{2}$. We say “roughly speaking” because we will round the cost number to the nearest whole number. The following table gives you the exact cost in whole numbers of producing each quality level.

<i>Quality</i>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
<i>Cost</i>	1	2	5	8	13	18	25	32	41	50	61	72	85	98	113

Points for all buyers and sellers are determined in the same way. Each buyer can therefore calculate the income of his/her seller and each seller can calculate the income of his/her buyer. Note that buyers and sellers can incur losses in each period. These losses are subtracted from your points balance.

At the end of each period, the buyer and seller will be shown an “income screen.” The following information is displayed on this screen:

- the ID number of your trading partner.
- the Price the buyer offered.
- the Proposed Bonus
- the Actual bonus granted
- the buyer’s Desired Quality and whether it was binding or not.
- the Actual quality delivered by the seller.
- the points earned (lost) by both parties in this period.

Please enter all the information on the screen in the documentation sheet supplied to you. This will help you keep track of your performance across periods so that you can learn from your past results.

At the beginning of the next period, the computer will inform you if you have been randomly matched with the same trading partner or with a different partner.

Before we begin the experiment, we ask all participants to complete a questionnaire which will test familiarity with the procedures. The experiment will not begin until all participants are completely familiar with all procedures. In addition, we will conduct 2 trial periods of the proposal phase so that you can get accustomed to the computer. During the trial periods, no money can be earned. Your ID numbers will also be suppressed on the screen during the trial periods.

Instructions (0.80 PE)

Control Questionnaire

Please solve the following exercises completely. If you have questions, ask one of the experimenters. After all participants have answered the questions correctly, the experiment begins.

1. Suppose that you are a buyer and you did not make an offer during the trading phase. How many points do you earn for this period?
2. Suppose that you are a buyer and you offered a price of 30, a desired bonus of 20, and indicated a desired quality of 9. A seller accepts your offer and actually chooses a quality of 8. You pay an actual bonus of 10. How many points did you earn for this period?
3. Suppose that you are a buyer and you offered a price of 70, a desired bonus of 10, and indicated a desired quality of 10. A seller accepts your offer and chooses actual quality of 10. If you choose to pay an actual bonus of 10, how many points did you earn for this period?
4. Suppose that you are a seller and you just finished trading with buyer no. 3. What is the probability that you will not trade with buyer no. 3 the next period?
5. Suppose that you are a seller and you did not accept an offer during the trading phase. How many points do you earn for this period?
6. (True or false) Suppose that you are a buyer and you have already finished 19 trading periods for the experiment across four different sellers. Once your relationship with your current trading partner is terminated, will you be paired with another seller.
7. Suppose that you are a seller and that you accepted an offer with a price of 40, a desired quality of 2, and a desired bonus of 5. You choose to supply an actual quality of 5. If your buyer pays you an actual bonus of 10, how many points did you earn for this period?
8. Suppose that you are a buyer and you offered a proposal with a binding desired quality of 5. The actual quality chosen by the seller must be what?
9. Suppose that you are a seller and you accepted a proposal with a Desired quality of 4. Can you deviate from 4 in the quality determination phase?

Answers

1. 15
2. 56
3. 40
4. 20%
5. 15
6. False. The experiment will end.
7. 37
8. 5 The seller cannot deviate from 5 when 5 is binding. Remember that the buyer can make quality levels of 1 or 5 binding.
9. Yes. The only quality levels that can be made binding are 1 and 5.

Each period starts with the buyer offer screen:

Remaining time [sec]: 291

This is the first period of trading with a **NEW** partner.

You are BUYER 1
You have been matched with SELLER 1

Reminder: Below is the payoff information for buyers and sellers.

A buyer's payoff is determined as follows:
Points=12xquality - Price - bonus.

In short, higher quality and lower payments benefit the buyer.

The seller's payoff is determined as follows:
Points=Price+bonus - cost .

Cost increases with quality. See page 4 of the instructions for the seller's cost table. In short, lower quality and higher payments benefit the seller.

If an offer is not created, or the offer is rejected, the buyer receives 15 points, the seller receives 0 with 50 % probability and 15 with 50% probability.

Please select whether you wish to make an offer.

Would you like to create a contract? Make Offer
 No Offer

Would you like quality to be binding or discretionary? Binding
 Discretionary

Please select if you would like the quality to be binding or discretionary and then click update.

C Screen shots for Treatment PE0.80

This section contains the screen shots for Treatment PE0.80. The screen shots are presented in the same order as the sequence of moves within a stage-game.

If the buyer chooses "No offer" and clicks "Update," this is what s/he sees:

Remaining time [sec]: 291

This is period 2 of trading with Seller 1	Please select whether you wish to make an offer.
You are BUYER 1	Would you like to create a contract? <input type="radio"/> Make Offer
You have been matched with SELLER 1	<input checked="" type="radio"/> No Offer
<hr style="border-top: 1px dashed gray;"/>	Would you like quality to be binding or discretionary? <input type="radio"/> Binding
Reminder: Below is the payoff information for buyers and sellers.	<input type="radio"/> Discretionary
A buyer's payoff is determined as follows:	<input type="button" value="Update"/>
Points=12xquality - Price - bonus.	You have selected to not create a contract.
In short, higher quality and lower payments benefit the buyer.	
The seller's payoff is determined as follows:	
Points=Price+bonus - cost.	
Cost increases with quality. See page 4 of the instructions for the seller's cost table. In short, lower quality and higher payments benefit the seller.	
If an offer is not created, or the offer is rejected, the buyer receives 15 points, the seller receives 0 with 50 % probability and 15 with 50% probability.	<input type="button" value="Continue"/>

After pressing "Continue" on the previous screen, the subjects are shown the following end of period summary screen:

Remaining time [sec]: 56

Your profit from trade this period	15
The profit made by your partner on trade this period	15

Your profit for this period is	15
Your total profit for all periods	180

Continue

If instead the buyer clicks "Make Offer" and "Binding" to create a binding contract that enforces quality and price, then the buyer offer screen (after clicking "Update") changes to the screen below. The buyer must select the binding quality level and enter an offered price. Only 1 and 5 are verifiable qualities in the PE treatments.

Remaining time [sec]: 131

This is the first period of trading with a **NEW** partner.

You are BUYER 1

You have been matched with 1

SELLER

Reminder: Below is the payoff information for buyers and sellers.

A buyer's payoff is determined as follows:

Points=12xquality - Price - bonus.

In short, higher quality and lower payments benefit the buyer.

The seller's payoff is determined as follows:

Points=Price+bonus - cost .

Cost increases with quality. See page 4 of the instructions for the seller's cost table. In short, lower quality and higher payments benefit the seller.

If an offer is not created, or the offer is rejected, the buyer receives 15 points, the seller receives 0 with 50 % probability and 15 with 50% probability.

Please select whether you wish to make an offer.

Would you like to create a contract? Make Offer
 No Offer

Would you like quality to be binding or discretionary? Binding
 Discretionary

Update

Please specify the terms of your offer:

Please select a binding desired quality level of either 1 or 5. Quality of 1
 Quality of 5

What price would you like to offer? The price is binding and the computer will enforce that this price is paid if the contract is accepted.

Price

Commit Decision

Suppose the buyer enters a binding quality of 5 and a price of 50. Then pressing "Commit Decision" takes us to the next screen for the buyer. The buyer waits at this screen because the seller must decide whether to accept or reject the contract. Note that the default bonus for a binding contract is 0 since the bonus plays no incentive role in a binding simple contract.

This is the first period of trading with a NEW partner.	
This is a waiting screen. Please wait for the seller to accept or reject your proposal.	
<p>You are BUYER 1</p> <p>You have been matched with 1</p> <p> SELLER</p> <p>-----</p> <p>Reminder: Below is the payoff information for buyers and sellers.</p> <p>A buyer's payoff is determined as follows:</p> <p>Points=12xquality - Price - bonus.</p> <p>In short, higher quality and lower payments benefit the buyer.</p> <p>The seller's payoff is determined as follows:</p> <p>Points=Price+bonus - cost .</p> <p>Cost increases with quality. See page 4 of the instructions for the seller's cost table. In short, lower quality and higher payments benefit the seller.</p> <p>If no offer is created or the seller rejects the offer, the buyer receives 15 points, the seller receives 0 with 50 % probability and 15 with 50% probability.</p>	<p>Contract created? Yes</p> <p>These are the terms specified in your offer:</p> <p>Binding Quality? Yes</p> <p>Desired Quality 5</p> <p>Price Offered. The price is binding and the computer will enforce that this price is paid if the contract is accepted:</p> <p>Price 50</p> <p>Bonus offered (bonuses are not binding so the computer will not enforce it):</p> <p>Bonus No</p> <p>Bonus amount 0</p>

While the buyer is waiting, the seller sees the following screen.

Remaining time [sec]: 251

This is the first period of trading with a **NEW** partner.

You are SELLER	1
You have been matched with BUYER	1

Reminder: Below is the payoff information for buyers and sellers.

A buyer's payoff is determined as follows:
Points=12xquality - Price - bonus.

In short, higher quality and lower payments benefit the buyer.

The seller's payoff is determined as follows:
Points=Price+bonus - cost .

Cost increases with quality. See page 4 of the instructions for the seller's cost table. In short, lower quality and higher payments benefit the seller.

The BUYER has made you the following Offer:

A binding Desired Quality of 5

A binding Price of 50

Please select whether you wish to accept or reject this offer. Once you have made your decision, click the Accept Commit Decision button. Reject

Commit Decision

Please choose to either accept or reject the offer and click the Commit Decision button above.

OK

If the seller rejects the contract, then the seller is taken to the following screen. The buyer is shown an analogous screen.

The screenshot shows a user interface with a light gray background. At the top right, there is a header bar containing the text "Remaining time [sec]: 57". The main area is divided into two columns. The left column contains a large empty rectangular box. Below this box is a smaller rectangular box containing two lines of text: "Your profit from trade this period 15" and "The profit made by your partner on trade this period 15". The right column contains a large empty rectangular box. Below this box is a smaller rectangular box containing two lines of text: "Your profit for this period is 15" and "Your total profit for all periods 330". At the bottom center of the screen, there is a button labeled "Continue".

If the seller instead accepts the contract, then the trade is completed and the seller is taken to the following screen. (There is no ex post discretion to choose quality or payments under a binding contract.) The buyer is shown an analogous screen.

Remaining time [sec]: 45	
Details of your completed trade this period:	
Buyer	1
Seller	1
Price	50
Desired Quality	5
Actual Quality	5
Included Bonus	No
Offered Bonus	0
Actual Bonus	0
Your profit for this period is 37	
Your total profit for all periods 414	
Your profit from trade this period	37
The profit made by your partner on trade this period	10
<input type="button" value="Continue"/>	

Now suppose the buyer chooses a discretionary contract. Then the offer screen changes to the following:

Remaining time [sec]: 213	
<p>This is the first period of trading with a NEW partner.</p> <p>You are BUYER 1 You have been matched with SELLER 1</p> <hr/> <p>Reminder: Below is the payoff information for buyers and sellers.</p> <p>A buyer's payoff is determined as follows: Points=12xquality - Price - bonus.</p> <p>In short, higher quality and lower payments benefit the buyer.</p> <p>The seller's payoff is determined as follows: Points=Price+bonus - cost.</p> <p>Cost increases with quality. See page 4 of the instructions for the seller's cost table. In short, lower quality and higher payments benefit the seller.</p> <p>If an offer is not created, or the offer is rejected, the buyer receives 15 points, the seller receives 0 with 50 % probability and 15 with 50% probability.</p>	<p>Please select whether you wish to make an offer.</p> <p>Would you like to create a contract? <input checked="" type="radio"/> Make Offer <input type="radio"/> No Offer</p> <hr/> <p>Would you like quality to be binding or discretionary? <input type="radio"/> Binding <input checked="" type="radio"/> Discretionary</p> <p style="text-align: center;">Update</p> <hr/> <p>Please specify the terms of your offer:</p> <p>Non-binding Desired Quality (an integer 1-15) <input type="text"/></p> <hr/> <p>What price would you like to offer? The price is binding and the computer will enforce that this price is paid if the contract is accepted.</p> <p style="text-align: right;">Price <input type="text"/></p> <hr/> <p>Would you like to offer a bonus (bonuses are not binding so the computer will not enforce it)?</p> <p style="text-align: right;">Bonus <input type="radio"/> Yes <input type="radio"/> No</p> <p style="text-align: right;">Bonus amount <input type="text"/></p> <p style="text-align: center;">Commit Decision</p>

If the buyer offers a discretionary contract asking for $Q=7$, $P=30$ and $B=30$, then after clicking "Commit Decision" s/he is taken to the following waiting screen while the seller is making an accept or reject decision.

This is a waiting screen. Please wait for the seller to accept or reject your proposal.	
this is period's of trading with seller	
<p style="text-align: center;">You are BUYER 1</p> <p style="text-align: center;">You have been matched with 1 SELLER</p> <p style="text-align: center;">-----</p> <p>Reminder: Below is the payoff information for buyers and sellers.</p> <p>A buyer's payoff is determined as follows: Points=12xquality - Price - bonus.</p> <p>In short, higher quality and lower payments benefit the buyer.</p> <p>The seller's payoff is determined as follows: Points=Price+bonus - cost .</p> <p>Cost increases with quality. See page 4 of the instructions for the seller's cost table. In short, lower quality and higher payments benefit the seller.</p> <p>If no offer is created or the seller rejects the offer, the buyer receives 15 points, the seller receives 0 with 50 % probability and 15 with 50% probability.</p>	<p>Contract created? Yes</p> <p>These are the terms specified in your offer:</p> <p>Binding Quality? No</p> <p>Desired Quality 7</p> <p>Price Offered. The price is binding and the computer will enforce that this price is paid if the contract is accepted:</p> <p style="margin-left: 20px;">Price 30</p> <p>Bonus offered (bonuses are not binding so the computer will not enforce it):</p> <p style="margin-left: 20px;">Bonus Yes</p> <p style="margin-left: 20px;">Bonus amount 30</p>

If the seller rejects the discretionary contract, then both the buyer and the seller are taken to the end of the period screen much like what has already been shown earlier. However, if the seller accepts the contract, the decision screen looks like the following. Note that once the seller chooses to accept, a quality determination box appears at the bottom of the screen.

Remaining time [sec]: 290

<p>This is period 4 of trading with Seller 1</p> <hr/> <p>You are SELLER 1</p> <p>You have been matched with BUYER 1</p> <hr/> <p>Reminder: Below is the payoff information for buyers and sellers.</p> <p>A buyer's payoff is determined as follows: Points=12xquality - Price - bonus.</p> <p>In short, higher quality and lower payments benefit the buyer.</p> <p>The seller's payoff is determined as follows: Points=Price+bonus - cost .</p> <p>Cost increases with quality. See page 4 of the instructions for the seller's cost table. In short, lower quality and higher payments benefit the seller.</p>	<p style="text-align: center;">The BUYER has made you the following Offer:</p> <div style="text-align: right; margin-top: 20px;"> <p>A non-binding Desired Quality of 7</p> <p>A binding Price of 30</p> <p>Included Bonus Yes</p> <p>Discretionary Bonus Amount 30</p> </div> <hr style="width: 20%; margin: 10px auto;"/> <p>Please select whether you wish to accept or reject this offer. Once you have made your decision, click the Commit Decision button. <input checked="" type="radio"/> Accept <input type="radio"/> Reject</p> <p style="text-align: center; margin-top: 10px;">Commit Decision</p> <hr/> <p style="text-align: center;">You have chosen to accept the offer.</p> <div style="text-align: center; margin-top: 20px;"> <div style="border: 1px solid gray; width: 200px; height: 20px; background-color: #e0e0ff; margin: 0 auto;"></div> <p>You must now choose the actual quality to provide (1 to 15).</p> OK </div>
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If the seller chooses an actual quality of $q=5$, s/he is taken to the following waiting screen:

	This is a waiting screen. Please wait for the buyer to reach a decision.								
<p>This is period 5 of trading with Seller 1</p>	<p>The BUYER has made you the following Offer:</p>								
<p style="text-align: center;">You are SELLER 1</p> <p>You have been matched with BUYER 1</p> <hr style="width: 20%; margin: 10px auto;"/> <p>Reminder: Below is the payoff information for buyers and sellers.</p> <p>A buyer's payoff is determined as follows: Points=12xquality - Price - bonus.</p> <p>In short, higher quality and lower payments benefit the buyer.</p> <p>The seller's payoff is determined as follows: Points=Price+bonus - cost .</p> <p>Cost increases with quality. See page 4 of the instructions for the seller's cost table. In short, lower quality and higher payments benefit the seller.</p> <p>If no offer is created or the seller rejects the offer, the buyer receives 15 points, the seller receives 0 with 50 % probability and 15 with 50% probability.</p>	<table style="margin-left: auto; margin-right: auto;"> <tr> <td>A non-binding Desired Quality of</td> <td style="text-align: right;">7</td> </tr> <tr> <td>A binding Price of</td> <td style="text-align: right;">30</td> </tr> <tr> <td>Included Bonus</td> <td style="text-align: right;">Yes</td> </tr> <tr> <td>Discretionary Bonus</td> <td style="text-align: right;">30</td> </tr> </table> <hr style="width: 20%; margin: 10px auto;"/> <p style="text-align: center;">Actual quality to provided (1 to 15):</p> <p style="text-align: center;">5</p>	A non-binding Desired Quality of	7	A binding Price of	30	Included Bonus	Yes	Discretionary Bonus	30
A non-binding Desired Quality of	7								
A binding Price of	30								
Included Bonus	Yes								
Discretionary Bonus	30								

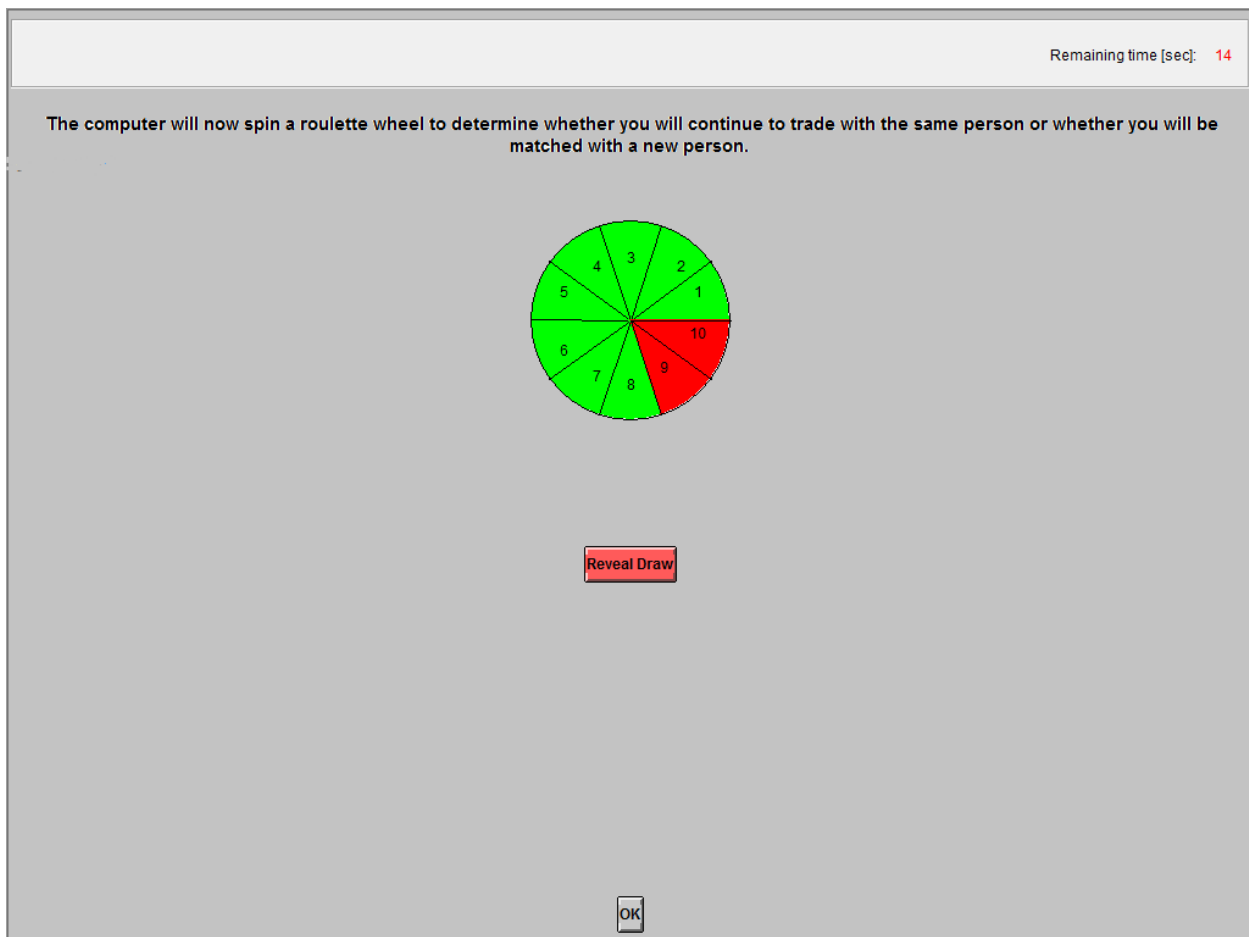
While the seller is waiting, the buyer is taken to the following bonus determination screen:

You are BUYER		1
Your offer has been accepted by SELLER		1
The details of your agreement are		
Price		30
Desired quality		7
Bonus offered		30
The actual quality provided by the seller is		5
You must choose the amount to pay as a bonus (0 to 200 in whole numbers).		<input type="text"/>
<input type="button" value="Commit Decision"/>		

If the buyer pays an actual bonus of $b=25$ and then presses "Commit Decision," s/he is taken to the following end of the period summary screen. The seller sees an analogous screen.

Remaining time [sec]: 59	
Details of your completed trade this period:	
Buyer	1
Seller	1
Price	30
Desired Quality	7
Actual Quality	5
Included Bonus	Yes
Offered Bonus	30
Actual Bonus	25
Your profit for this period is 5	
Your total profit for all periods 385	
Your profit from trade this period	5
The profit made by your partner on trade this period	42
<input type="button" value="Continue"/>	

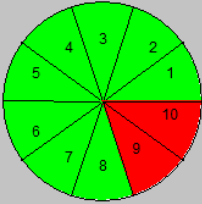
Once a period is over, both the buyer and the seller see the following screen which shows their probability of trading with each other again in the next period. A key point to note is that, as a practical matter, the realized draw of the continuation probability is simultaneously applied to all pairs of buyers and sellers in a session to facilitate orderly rematching when supergames terminate. In other words, either all pairs in the room continue or they all terminate in the same period. This made it easy to implement stranger matching. Nonetheless, to ensure saliency of the continuation probability, we forced each subject to press the "Reveal Draw" button to show them the realized draw (whether they will be rematched with the same partner or a new partner). They are given a maximum of 15 seconds to press the button. After 15 seconds, the next period begins and the buyer offer screen appears. The experimenter announces whether subjects are rematched with the same person or matched with a new person. Moreover, the top left side of the decision screens for both the buyer and the seller remind them of the number of periods they have been trading with the same partner. Thus, even if some subjects forget to press the "Reveal Draw" button, they are still informed of the realized draw because we implemented multiple layers of prompts to ensure that they are informed of the draw.



The next screen shows the revealed draw after a subject presses the "Reveal Draw" button.

Remaining time [sec]: 13

The computer will now spin a roulette wheel to determine whether you will continue to trade with the same person or whether you will be matched with a new person.



Reveal Draw

The random number drawn is 7

You will continue to trade with the same partner. This happened with an 80% probability.

OK