Minnesota Journal of Business Law and Entrepreneurship

Volume 2026, No. 3

ISSN: 1540-3270

Venture Capital Contracts and Startup Success: An Empirical Study of Governance Rights and Founder Autonomy

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Abstract:

Venture capital (VC) financing is distinguished from most other forms of corporate finance by the sheer contractual complexity attached to a single investment round: convertible preferred stock, board seat allocation, vesting schedules, anti-dilution protection, redemption rights, and staged capital commitments are combined and recombined to allocate cash-flow rights, control rights, and board representation separately from one another rather than bundling them into a single ownership stake. This paper reviews the empirical corporate finance literature on venture capital contract design, tracing the field from its foundational large-sample contract-term studies through the more recent literature examining how governance rights allocation affects founder autonomy, board dynamics, and ultimate startup outcomes. The review synthesizes evidence on staged financing and control-right contingency, the professionalization effects of VC board involvement, the renegotiation of contractual rights around exit events, and recent evidence on founder-versus-investor control of the ultimate decision to take a company public. Particular attention is given to the empirical finding that governance rights in VC contracts are typically state-contingent, shifting from founder to investor control specifically when a startup underperforms, rather than fixed at the initial investment date. Distinct comparative tables trace the empirical literature chronologically against its data source and central finding, map specific VC contract terms onto the governance function each term performs, and set out the founder-autonomy trade-offs associated with accepting VC financing at different startup life-cycle stages. The paper concludes that the empirical evidence supports contingent, rather than fixed, control allocation as the central mechanism through which VC contracts balance founder autonomy against investor governance needs, and identifies the effect of recent late-stage "unicorn" governance practices on this contingent-control model as the central future research prospect.

Keywords: Venture Capital, Contract Design, Corporate Governance, Founder Autonomy, Control Rights, Staged Financing, Board Composition, Startup Outcomes.

I. Introduction

Venture capital financing differs from bank lending or public equity issuance in a structural respect that has shaped nearly four decades of empirical corporate finance research: a single VC investment typically allocates cash-flow rights, voting rights, board seats, and control rights over major corporate decisions separately from one another, rather than through the single, undifferentiated ownership stake that characterizes most other financing instruments [1]. Sahlman's foundational analysis of venture capital organization structure argued that this contractual complexity is not incidental but a direct response to the extreme informational asymmetry and agency risk characteristic of early-stage startup investment, where a venture capitalist commits capital to an enterprise whose founder possesses vastly superior information about the underlying technology, market, and team quality, and whose incentives may diverge substantially from the investor's once capital has been committed [1]. Gompers's analysis of staged capital commitment demonstrated that venture capitalists respond to this agency problem specifically by disbursing capital in discrete rounds rather than as a single upfront commitment, using each subsequent financing round as an option to reassess firm quality and founder performance before committing further capital, a structure that gives the investor a recurring opportunity to renegotiate governance terms, exit the investment, or replace management if performance falls short of expectations [4].

Kaplan and Strömberg's landmark large-sample empirical analysis of actual VC contract terms, drawn from a hand-collected sample of venture financing agreements, provided the first systematic empirical test of the theoretical financial-contracting literature's predictions about how cash-flow rights, control rights, board rights, and liquidation rights should be allocated as a function of a startup's underlying risk and information characteristics [2]. Their central empirical finding, that VC contracts frequently separate control rights from cash-flow rights, and that control allocation is explicitly contingent on observable and verifiable performance measures, provided direct empirical confirmation that these contracts implement precisely the state-contingent control theory financial economists had developed theoretically but had rarely tested against real contract data at this scale [2]. Their companion study of the same contract sample linked specific contract terms to the venture capitalist's own underlying assessment of firm and founder quality at the time of investment, finding that the allocation of control rights, vesting schedules, and anti-dilution protection all varied systematically with the venture capitalist's stated concerns about a given investment, evidence that these contract terms are actively selected to address specific, identifiable risks rather than adopted as boilerplate [3].

Hellmann's theoretical and empirical analysis of control rights allocation formalized the specific mechanism through which this contingency typically operates: VC contracts are frequently structured to allocate founders effective control of the board and major decisions so long as the company continues to perform, but to shift board and voting control toward investors, including in many cases the right to replace the founder as chief executive, upon the occurrence of specified negative contingencies, such as missed milestones or continued underperformance [5]. This state-contingent control structure directly informs the central question addressed in this paper: founder autonomy under VC financing is not a fixed, negotiated-once quantity but a variable that shifts systematically with observed firm performance over the life of the investment, a finding with direct implications for how founders should understand the practical consequences of accepting VC governance terms [5].

Hellmann and Puri's empirical study of VC involvement in startup professionalization extended this governance literature beyond formal contract terms to examine venture capitalists' actual observed influence on startup management practices, finding that VC-backed startups were significantly more likely than otherwise comparable non-VC-backed startups to adopt formal human resource policies, hire a professional chief executive officer distinct from the founder, and establish a functioning board of directors within a comparable time period, evidence that VC governance rights translate into measurable organizational change rather than remaining a purely contractual formality [6]. This professionalization evidence, alongside the contingent-control-rights literature reviewed above, frames the central empirical tension this paper reviews: venture capital financing appears to reliably improve specific measurable startup outcomes, professionalization, survival, and successful exit, while simultaneously and mechanically reducing founder control over exactly the decisions, personnel, strategy, and, ultimately, exit timing, that determine how those outcomes are achieved [3], [5], [6].

Research Objectives

- To review the foundational empirical literature establishing how venture capital contracts allocate cash-flow, control, and board rights.
- To synthesize evidence on staged financing and the state-contingent structure of control-rights allocation.
- To examine the empirical literature on VC board involvement, startup professionalization, and governance dynamics over the startup life cycle.

- To evaluate evidence on the renegotiation of contractual rights around exit events and the allocation of control over the decision to go public.
- To identify future research priorities for understanding governance evolution in late-stage, high-valuation startup financing.

II. Literature Review

2.1 The Foundational Contract-Design Literature

Sahlman's structural account of venture capital organization established the theoretical baseline against which subsequent empirical contract studies are typically read, arguing that the venture capital contract's function is to solve a double-sided agency problem: the venture capitalist must simultaneously monitor and incentivize the founder while also managing the venture capitalist's own agency relationship with the limited partners who supplied the underlying investment capital [1]. Kaplan and Strömberg's large-sample empirical test of the resulting financial-contracting predictions found that actual VC contracts overwhelmingly employ convertible preferred stock rather than straight equity or debt, a security design the authors interpret as an efficient solution to the joint problem of allocating downside protection, cash-flow rights, and control rights simultaneously across a range of possible future firm outcomes, and confirmed that cash-flow rights, voting rights, board rights, liquidation rights, and future-financing participation rights are frequently allocated separately from one another rather than bundled into a single security [2].

2.2 Staged Financing and Contingent Control

Gompers's analysis of staged capital commitment demonstrated empirically that the size and frequency of VC financing rounds vary systematically with proxies for agency risk and asset intangibility, with more intangible-asset-intensive and higher-agency-risk ventures receiving capital in smaller, more frequent tranches, a financing structure the author interprets as a monitoring mechanism that preserves the venture capitalist's option to discontinue funding, renegotiate terms, or replace management before committing further capital [4]. Hellmann's theoretical model, subsequently supported by empirical contract evidence, formalized why control rights specifically, rather than only capital disbursement, are typically made contingent on performance milestones: allocating founders full control so long as performance benchmarks are met preserves the founder's incentive to exert effort and preserves private information advantages the founder holds regarding day-to-day operations, while shifting control to investors upon underperformance addresses the risk that a founder facing likely failure has weakened incentives to act in the venture's, and thus the investor's, best interest [5]. Kaplan and Strömberg's contract data provided direct empirical confirmation of this contingent structure, finding that board control frequently shifts from founder-majority to investor-majority, or to an even split with an independent director holding the deciding vote, contingent on specific, contractually verifiable performance triggers rather than through open-ended, subjectively determined investor discretion [2], [3].

2.3 VC Board Involvement and Startup Professionalization

Hellmann and Puri's empirical analysis of a sample of Silicon Valley startups found that VC-backed firms adopted formal organizational practices, written human resource policies, stock option plans, and a professional CEO distinct from the technical founder, significantly earlier than comparable non-VC-backed firms, and specifically identified an association between VC involvement and the timing of a transition from founder-CEO to a professional, externally recruited CEO, evidence the authors interpret as a governance-driven professionalization effect operating through the venture capitalist's board influence [6]. Lerner's earlier direct empirical analysis of venture capitalist board representation and monitoring intensity found that venture capitalists' board involvement, measured by board meeting attendance and the addition or removal of board seats, intensified specifically around chief executive turnover events, with venture-capital-affiliated directors playing a disproportionately active role in initiating and managing CEO replacement relative to their overall board representation, direct behavioral evidence that VC board seats function as an active governance and monitoring mechanism rather than a passive information right [7]. Bottazzi, Da Rin, and Hellmann's cross-country analysis of venture capitalist involvement found that the intensity of VC board and operational involvement varies systematically with the venture capital firm's own organizational characteristics, particularly whether the VC firm itself operates under a structure that rewards active involvement, evidence that not all VC governance rights are exercised with equal intensity across all investors, complicating any assumption that a given contractual control right translates uniformly into a comparable degree of actual governance influence across different VC-backed firms [8].

2.4 Trust, Relationship Contracting, and the Limits of Formal Contracts

Bottazzi, Da Rin, and Hellmann's subsequent analysis of trust in venture capital investment relationships found that the strength of interpersonal trust between founders and their lead venture capitalist, measured through survey instruments administered to founders and investors, was significantly associated with the founder's willingness to grant the venture capitalist discretionary, non-contractually-specified influence over major firm decisions, evidence that formal contract terms, while extensively documented in the Kaplan and Strömberg contract-sample literature, do not fully capture the actual governance influence a venture capitalist exercises over a portfolio company, since a substantial share of that influence appears to operate through relationship-based trust rather than through the enforcement of explicit contractual control rights [2], [9]. Bengtsson and Sensoy's related empirical analysis of investor ability and contract design found that more experienced, higher-ability venture capital investors tended to negotiate contracts with somewhat different risk-allocation terms than less experienced investors facing comparable underlying investment risk, suggesting that investor-side characteristics, not solely startup-side risk characteristics, systematically influence observed contract design, a finding that complicates a purely startup-risk-driven interpretation of the contract variation Kaplan and Strömberg's original sample documented [2], [10].

2.5 Contract Renegotiation and Exit Events

Broughman and Fried's empirical analysis of the renegotiation of cash-flow rights during the sale of VC-backed firms found that the formal liquidation preference and cash-flow priority terms specified in the original financing contract were frequently renegotiated at the point of an actual acquisition, with common shareholders, including founders, sometimes receiving payouts inconsistent with the strict contractual waterfall specified in the original preferred stock terms, evidence that formal contract terms function as a starting bargaining position subject to ex-post renegotiation rather than as a fully self-enforcing, mechanically applied allocation rule [11]. Cumming's broader empirical analysis of VC contract terms and exit outcomes found that specific contract provisions, particularly control rights and anti-dilution protection, were systematically associated with the type and speed of eventual exit, with contracts allocating investors stronger control rights associated with a higher likelihood of an eventual acquisition exit relative to an initial public offering, evidence linking the governance-rights variation documented in Sections 2.1 through 2.3 directly to observable differences in ultimate startup outcomes [12].

2.6 Founder Control and the Decision to Go Public

Broughman and Fried's related empirical analysis of founder control at the initial public offering (IPO) stage examined the extent to which founders of VC-backed firms retained board and voting control at the point of going public, finding considerable variation across firms in the degree of founder control retained, with founders of some prominent technology companies negotiating dual-class share structures specifically designed to preserve voting control disproportionate to their economic ownership stake even after a public offering diluted their formal cash-flow rights substantially [13]. Ewens and Malenko's analysis of board dynamics across the startup life cycle found that board composition and the balance of founder-versus-investor board representation evolves systematically as a startup progresses through successive financing rounds, with investor board representation generally increasing through the growth stage before, in some cases, founder influence partially recovering at the pre-IPO and dual-class-structuring stage examined by Broughman and Fried, a life-cycle pattern that adds a further temporal dimension to the contingent-control framework Hellmann originally formalized for the earlier financing stages [5], [13], [14].

2.7 Recent Evidence on Valuation, Governance, and Late-Stage Financing

Gornall and Strebulaev's analysis of venture capital valuation methodology found that the headline valuations frequently reported for late-stage, high-valuation "unicorn" startups substantially overstate the actual common-shareholder, and therefore typically founder, value implied by those valuations, once the specific downside-protective terms, liquidation preferences, anti-dilution ratchets, and other contractual protections attached to the preferred shares underlying the reported valuation are properly accounted for, a finding with direct relevance to founder autonomy since it demonstrates that founders' actual economic and control position can diverge substantially from what headline valuation figures suggest [15]. Ewens, Nanda, and Rhodes-Kropf's analysis of the declining cost of startup experimentation found that reduced capital requirements for reaching key startup milestones have shifted bargaining power somewhat toward founders in earlier financing rounds specifically, a structural market change that interacts with, without eliminating, the contingent-control contract structures the earlier literature documented, suggesting that the founder-autonomy implications of VC financing may vary not only across contract terms and life-cycle stage but across the broader capital-market conditions prevailing at the time of financing [16]. Kaplan, Sensoy, and Strömberg's longitudinal analysis tracing firms from early business plans through eventual public listing found that firm business lines and growth strategies, while founder-articulated at the earliest stage, changed substantially over the course of VC financing and board involvement, providing evidence that VC governance influence extends beyond formal control-right enforcement into the substantive direction of firm strategy over time, a form of influence not fully captured by the discrete control-right allocation Kaplan and Strömberg's original contract-term study documented [2], [17].

2.8 Research Gap

While the foundational contract-term literature reviewed in Sections 2.1 and 2.2 has established a robust, large-sample empirical account of how VC contracts formally allocate cash-flow, control, and board rights, and the professionalization and board-dynamics literatures reviewed in Sections 2.3 and 2.6 document how these rights translate into observed governance influence and startup outcomes over time, comparatively few studies directly link the specific contingent-control contract structures Kaplan and Strömberg and Hellmann documented to the founder-control outcomes Broughman and Fried observed at the IPO stage within a single longitudinal framework tracing a given cohort of startups from initial contract signing through eventual exit [2], [3], [5], [13]. This review addresses this gap by organizing the reviewed evidence within a comparative framework spanning contract term, governance function, and life-cycle stage.

III. Methodology

This study adopts a qualitative, descriptive, and comparative research design synthesizing peer-reviewed empirical corporate finance and entrepreneurship literature on venture capital contract design, governance rights allocation, and founder autonomy. Reviewed studies were compared along four axes: data source (hand-collected contract samples, survey instruments, or exit/outcome transaction data); governance dimension examined (cash-flow rights, control/voting rights, board composition, or liquidation/exit rights); life-cycle stage addressed (early-stage financing, growth-stage board dynamics, or exit/IPO stage); and whether the study's central finding concerns formal contract terms, observed governance behavior, or ultimate startup outcomes.

IV. Results and Discussion

4.1 Empirical Literature Chronology, Data Source, and Central Finding

Table 1 traces the reviewed empirical literature in the order it addresses the startup financing life cycle, from initial contract design through exit, pairing each study against its data source and central finding, a structure that emphasizes the life-cycle progression of the evidence rather than publication date alone.

Table 1. Empirical Literature on VC Contracts, Governance, and Outcomes by Life-Cycle Stage

Life-Cycle Stage	Study	Data Source	Central Finding
Initial contract design	Kaplan & Strömberg [2]	Hand-collected VC contract sample	Control rights frequently separated from cash-flow rights;

Minnesota Journal of Business Law and Entrepreneurship

Volume 2026, No. 3

ISSN: 1540-3270

			contingent on performance
Initial contract design	Sahlman [1]	Theoretical/descriptive analysis of VC organization	Contract complexity addresses double-sided agency problem (investor-founder, LP-GP)
Capital disbursement	Gompers [4]	VC financing round data	Staged financing size/frequency varies with agency risk and asset intangibility
Control allocation	Hellmann [5]	Theoretical model with contract evidence	Control shifts from founder to investor contingent on performance milestones
Early governance/professionalization	Hellmann & Puri [6]	Survey of Silicon Valley startups	VC-backed firms professionalize (HR policy, CEO transition) earlier
Active monitoring	Lerner [7]	VC board representation data	VC board involvement intensifies around CEO turnover events
Relationship governance	Bottazzi, Da Rin & Hellmann [9]	Founder/investor survey data	Interpersonal trust predicts discretionary (non-contractual) investor influence
Growth-stage board dynamics	Ewens & Malenko [14]	Board composition panel data	Investor board representation rises through growth stage
Exit/renegotiation	Broughman & Fried [11]	Acquisition/sale transaction data	Formal liquidation preferences frequently renegotiated at sale
Exit/outcome	Cumming [12]	Cross-sample exit outcome data	Stronger investor control rights associated with acquisition (vs. IPO) exit
IPO/late stage	Broughman & Fried [13]	IPO filing data	Founder control retention varies widely; dual-class structures preserve voting control

Late-stage valuation	Gornall & Strebulaev [15]	Unicorn valuation/contract term data	Headline valuations overstate common (founder) share value once preferred terms accounted for

4.2 Contract Terms Mapped to Governance Function

Table 2 shifts from chronological literature summary to a direct mapping of specific VC contract terms onto the governance function each term performs, drawing on the contract-design literature reviewed in Sections 2.1 through 2.2.

Table 2. VC Contract Terms and Their Governance Functions

Contract Term	**Mechanical Effect**	**Governance Function**	**Supporting Evidence**
Convertible preferred stock	Combines downside (liquidation) protection with upside (conversion) participation	Allocates cash-flow rights efficiently across possible firm outcomes	Sahlman [1]; Kaplan & Strömberg [2]
Staged financing tranches	Capital disbursed in sequential rounds tied to milestones	Preserves investor option to discontinue funding or renegotiate before further commitment	Gompers [4]
Contingent board control provisions	Board majority shifts from founder to investor upon defined triggers	Aligns founder incentives while limiting downside from founder underperformance	Hellmann [5]; Kaplan & Strömberg [3]
Vesting schedules	Founder equity vests over time, forfeited upon early departure	Discourages premature founder exit; retains key human capital	Kaplan & Strömberg [3]
Anti-dilution ratchets	Adjusts investor conversion price if a later round prices below the current round	Protects investor cash-flow rights against down-round dilution	Gornall & Strebulaev [15]
Redemption/liquidation preference rights	Grants investor priority claim on proceeds up to a specified multiple	Allocates downside risk protection ahead of common (founder) shareholders	Broughman & Fried [11]
Board seat allocation	Assigns specific director seats to investor representatives	Provides direct, ongoing monitoring and strategic influence beyond formal voting rights	Lerner [7]; Bottazzi, Da Rin & Hellmann [8]
Dual-class share structures (late-stage/IPO)	Founder shares retain disproportionate voting power post-IPO	Preserves founder control despite economic ownership dilution	Broughman & Fried [13]

4.3 Founder Autonomy Trade-Offs Across Financing Stages

Table 3 presents a distinct structure from Tables 1 and 2: rather than summarizing studies or mapping terms to functions, it sets out the trade-off founders face at each financing stage between the autonomy conceded and the corresponding startup outcome benefit the reviewed evidence associates with that concession.

Table 3. Founder Autonomy Trade-Offs by Financing Stage

Financing Stage	Autonomy Typically Conceded	Associated Startup Outcome Benefit	Governing Evidence
Seed/early VC round	Board observer or minority board seat; milestone-contingent control provisions	Access to staged capital; contingent structure preserves founder control if performing well	Gompers [4]; Hellmann [5]
Series A/B (growth)	Board majority or parity shift toward investors; formal HR/CEO professionalization pressure	Earlier professionalization; improved organizational capability	Hellmann & Puri [6]; Lerner [7]
Underperformance trigger (any stage)	Founder board control and, in some cases, CEO role itself	Investor ability to intervene and redirect or replace management before failure	Hellmann [5]; Lerner [7]
Late-stage/high-valuation round	Cash-flow rights diluted; headline valuation often overstates founder's actual common-share value	Continued access to large capital pools at high nominal valuation	Gornall & Strebulaev [15]
Exit (acquisition)	Contractual liquidation waterfall subject to ex-post renegotiation	Deal completion; potential upside renegotiation for common shareholders	Broughman & Fried [11]
IPO/public listing	Formal board and shareholder accountability to public markets	Potential to preserve voting control via dual-class structuring	Broughman & Fried [13]; Ewens & Malenko [14]

4.4 Discussion

Taken together, the evidence in Tables 1 through 3 supports a specific interpretive claim distinct from a simple "VC financing reduces founder control" narrative: founder autonomy under venture capital financing is best understood as a contingent, state-dependent variable rather than a fixed quantity surrendered uniformly at the point of initial investment. Table 2's mapping of contract terms to governance function shows that the specific mechanisms, contingent board control, staged financing, and vesting, are each designed to preserve founder control conditional on continued strong performance, consistent with Hellmann's theoretical framework and Kaplan and Strömberg's direct contract evidence [2], [3], [5]. Table 1's life-cycle chronology, however, indicates that this contingent structure operates dynamically across the full financing life cycle rather than being fixed at the initial contract date: Ewens and Malenko's board-composition evidence shows investor influence generally rising through the growth stage, while Broughman and Fried's IPO-stage evidence shows some founders subsequently recovering formal control through dual-class structuring, a partial reversal the earlier-stage contract literature alone would not predict [13], [14]. Table 3's stage-by-stage trade-off framing makes explicit what the underlying studies establish only implicitly: the professionalization and monitoring benefits Hellmann and Puri, and Lerner document are empirically associated with exactly the governance concessions, board representation and CEO-replacement rights, that most directly constrain founder autonomy, suggesting the relationship between VC governance rights and startup success operates causally through, rather than despite, the autonomy founders concede [6], [7]. Gornall and Strebulaev's valuation-methodology finding adds an important qualification to any straightforwardly positive reading of this trade-off, however, since it demonstrates that the headline capital-access benefit founders appear to receive in late-stage financing rounds can substantially overstate the founder's actual retained economic value once the downside-protective contract terms benefiting investors are properly accounted for, indicating that the autonomy-versus-benefit trade-off summarized in Table 3 may be less favorable to founders at the late financing stage than nominal valuation figures suggest [15].

V. Conclusion

This paper has reviewed the empirical corporate finance literature on venture capital contract design, governance rights allocation, and founder autonomy, tracing the field from Sahlman's and Kaplan and Strömberg's foundational contract-structure evidence through the more recent literature on board dynamics, contract renegotiation, and late-stage valuation. The evidence indicates that VC contracts allocate control rights in a state-contingent rather than fixed manner, preserving founder autonomy conditional on continued strong performance while shifting board and decision control toward investors upon specified underperformance triggers, a structure Hellmann formalized theoretically and Kaplan and Strömberg confirmed directly against a large sample of real contracts. This contingent structure operates dynamically across the startup life cycle, with investor governance influence generally increasing through the growth stage before some founders partially recover formal control through dual-class share structuring at the IPO stage. The professionalization and monitoring benefits associated with VC governance rights, earlier adoption of formal management practices, more active board oversight, and more effective CEO-replacement mechanisms when needed, appear to operate causally through exactly the autonomy concessions founders make, though recent valuation-methodology evidence indicates that the nominal capital-access benefits of late-stage VC financing may overstate founders' actual retained economic and control position.

VI. Future Work

Future research should prioritize longitudinal studies tracing a single cohort of startups from initial VC contract signing through eventual exit, directly linking the contingent-control contract terms Kaplan and Strömberg documented at the investment stage to the founder-control outcomes Broughman and Fried observed at the IPO stage, since the current literature addresses these two life-cycle endpoints largely through separate study samples rather than a unified longitudinal design. Further work is needed to examine how the declining cost of startup experimentation Ewens, Nanda, and Rhodes-Kropf identified interacts with the contingent-control contract structures the earlier literature documented, to establish whether founders in the current capital-market environment are negotiating meaningfully different governance terms than the founders in Kaplan and Strömberg's original contract sample. Continued research should also extend Gornall and Strebulaev's valuation-methodology critique to a broader, more current sample of late-stage financings, given the substantial growth in high-valuation private financing rounds since their original study period, to establish whether the gap between headline valuation and actual founder economic position has widened or narrowed. Finally, future work should examine whether the trust-based, relationship-governance mechanisms Bottazzi, Da Rin, and Hellmann identified substitute for or complement formal contractual control rights as VC firms and founding teams increasingly interact across a more geographically dispersed and less relationship-dense startup ecosystem than the one their original survey data captured.

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