CHAPTER 24

Cooperation and Social Obligations

DAVID P. SCHWEIKARD

Phenomena of distributed agency are deeply entrenched in our lives as agents. We go for walks and visit concerts together, we found clubs and organizations, build research teams and political parties. Curiously, scholars of the philosophy of mind and action have only relatively recently, that is, in the mid-1980s, started devoting their attention to these phenomena. As more elaborate accounts are being put forth and discussed, it becomes clear that core issues revolve around two main foci: the intentionality and the normativity of distributed agency. Under these headings, scholars seek to understand, on the one hand, the structure of the intentional attitudes that guide joint action and by which joint action is explained. And on the other hand, they inquire into the questions as to whether agents incur, by cooperating with others, specific mutual obligations and, if they do, how these obligations come about, what kind they are, and how they are justified. In what follows, I shall provide a brief account of these two sets of challenges and expound ways of meeting them. My focus will be on small-scale cooperative joint action, which I describe more thoroughly in the next section, and the question as to whether and, if so, how specifically social obligations between the agents involved come about.

SORTING TYPES OF AGENCY

One way of sorting phenomena of distributed agency proceeds by asking how many agents can or need to be involved in the performance of an

action. I shall lay out such an approach by appealing only to actions human agents normally can and do perform (together). This will serve to narrow the scope of the following reflections without denying the significance of classifying and understanding the cooperative behaviors of animals or the actions of and interactions with technical systems.

That said, it seems helpful to distinguish between actions human agents can perform on their own and actions they can only perform together. The action of going for a walk, for instance, can be performed by a single agent and by two or more agents; by contrast, actions such as playing tennis or lifting a heavy object can (under normal conditions) be performed only by two or more agents. If we call actions performed by two or more agents *joint actions*, we can capture this difference between types of action by saying that *contingently joint actions* are those that could also be performed by a single agent, and that *necessarily joint actions* are those that require the participation or contribution of two or more agents. Joint actions come in a vast variety, ranging from spontaneous and one-time cooperation to regular and highly structured collective agency. I shall return to core characteristics of joint actions in due course, although not without mentioning that it has proved helpful to treat questions of *group agency* separately from analyses of joint action (cf. Pettit and Schweikard 2006). Even though it is quite common to refer to actions performed by two or more agents as actions of a group, the design and structure of some groups raises the question whether they qualify as agents in their own right. Corporations, for instance, are complex social entities whose internal makeup and structures of decision making justify treating their ways of operating as decisively different from that of random collectives or pairs of cooperating agents. Interest in the structure of groups that may count as agents in their own right may be prompted primarily by issues of collective responsibility, but there are certainly also fundamental questions in action theory and social ontology that deserve attention.

In what follows, I shall set aside questions raised by complex social formations and concentrate instead on small-scale cooperative joint action. Prototypical cases such as two agents going for a walk together or lifting a heavy object together can be used to illustrate two central challenges in the philosophy of joint action, and in the theory of distributed agency more generally.

THE INTENTIONALITY OF JOINT ACTION

A simplified and preliminary way of formulating these two challenges posed by small-scale joint action on which I concentrate here is given by

asking what is special about joint action and what joint action implies normatively. In a nutshell, the question “What is special?” refers to those elements of joint actions that set them off against parallel individual actions, and the question concerning normative implications is aimed at the mutual obligations and entitlements that may (or may not) hold between cooperating agents. The issues thus brought to the fore are the *intentionality* and the *normativity* of joint action.

Starting with intentionality, let us consider the following case. Imagine three agents (*A*, *B*, and *C*) walking next to each other in the same direction and that from what is observable it is unclear whether they or a subset of them are walking together or not; imagine further that we know that two of them (*A* and *B*) are going for a walk together, while the third (*C*) is just accidentally walking in parallel to them. With respect to this imagined case, we may ask what makes for the difference between *A*’s and *B*’s walking *together* (or *jointly*) and *B*’s and *C*’s walking *in parallel*, where *A* and *B* perform a joint action and *B* and *C* (in abstraction from *A*’s presence) perform parallel, but otherwise unrelated, individual actions. A minimal consensus about this issue among philosophers of action is best captured in John Searle’s slogan-like formulation “If there is anything special about collective behaviour, it must lie in some special feature of the mental component, in the form of the intentionality” (Searle 1990:402). But how should this specific form of intentionality be described? Which specific intentional attitudes guide and serve to explain joint actions in contrast to coincidentally parallel individual actions?

Once it is accepted that the intentional attitudes that are in play in joint action cannot be simply the same as those that guide solitary individual action, a familiar move in the debate is to guard against postulating a form of group mind that hovers above, as it were, and controls the individuals involved. It seems just obvious that explaining joint action does not call for such a postulate of a supra-individual entity. What is required, instead, is an account of how exactly the intentionality characteristic of joint action differs from ordinary individual intentionality; put differently, what is sought is an answer to the question “What is collective about collective intentionality?” (cf. Schweikard and Schmid 2013). In short, the specific jointness or collectivity of the intentionality in play can rely in its content, its mode, or its subject. I take this last “or” to be inclusive and shall go on to sketch a *relational* account of joint intentions that takes all three aspects to take a specific collective form.

In order to intentionally guide their joint walk, *A* and *B* in our previous example both have to intend their joint walk, in other words, their joint walk has to be represented in the *content* of their intentions. On a first

approximation, they each need to form intentions of the form “I intend that we go for a walk” (cf. Bratman 1999: ch. 5; Bratman 2014), since if each intended only to go for walk, this could already be fulfilled if each walked completely independently of the other. Capturing what makes their walking a case of intentionally walking together in this form, however, attracts a number of problems. Thus, one may hold that intentions of the form “I intend that we . . .” contradict the otherwise plausible assumptions that one can intend only one’s own actions, those one can control or whose performance is up to oneself (cf. the discussion in Bratman 1999: ch. 8). These worries can be deflected by arguing that the intentions in question are different from ordinary intentions to do something, in that their formation and enactment are dependent on all individuals involved forming structurally analogous intentions. A may not be in a position to fully intend, control, or settle deliberation concerning a joint walk with B, but if the walk is to be a joint walk, then it seems plausible to require that each refer to it in the content of their intentions. Both these intentions are, in other words, adequately formed only in relation to, and in combination with, the respective other. But accepting this “collectivity condition,” as Raimo Tuomela (2005) has termed it, calls into question whether the subject place of the verbalization of the intentions can plausibly be rendered in the first person singular. Intentions of the form “I intend that we . . .” then appear to be circular in that their formation presupposes the “we” they are meant to constitute (cf. Bratman 2014: ch. 2).

One way of avoiding this problem lies in postulating that the relevant intentions not only have a collective content, but that they also stand in a specifically collective *mode*, the *we-mode*. Tuomela (2005), for instance, takes intending in the *we-mode* to capture individuals’ “intending as a group-member” as opposed to their “intending as a private person.” On his account, individual agents who shift to the *we-mode* thereby take the respective group’s perspective and form corresponding contributory intentions. A theoretically less demanding approach restricts the adjustment called for earlier to the modification that the individual agents involved intend in the form “We intend that we. . . .” This does not appeal to a different form of intending—we-intending (Tuomela) or primitive *we-intentions* (Searle 1990) but only to a pluralized verbalization of the intentions in question. By thus intending in the plural, cooperators such as A and B refer to themselves and each other using the plural indexical “we,” which in the context at hand is correctly used only when it picks out a plurality each of them represents. Their intentionally guiding the joint walk thus requires that A and B each form and enact intentions of the form “We intend that we go for a walk.”

But whose intention is the intention that guides the joint walk? Who is the *subject* of this intention? Having set aside the postulate of a mysterious supra-mind that could be the subject of this intention, we should be drawn to the conclusion that the intending individuals *together* form the subject of this intention. With respect to both the content and the mode of the intentions of the individual agents involved, we noted that (1) collectivity has to feature in both of these aspects, and (2) it has to feature by highlighting the relations between the agents involved. In a two-person case, only both of them can give sense to their each intending the joint activity and to their using the first person plural indexical “we” in verbalizing these intentions. And if it takes two to set up these interrelated intentions, then the same two, together, should be viewed as the subject of the intention that guides the joint walk.

This result calls for (at least) one immediate clarification regarding the number of intentions involved. I have referred to the individual agents’ intentions and to the intention that guides the joint walk, possibly as if those were simply on a par. If we view as intentions only such mental phenomena that are had and embodied by individual agents, then only the participatory intentions of the individual agents qualify as intentions. This individualistic picture runs the risk of losing sight of the analytic and explanatory task set out at the beginning of this section. On the other hand, if we allow all structures of attitudes that guide and explain actions to be intentions, then specifically related intentions, such as those of cooperating agents, can play that role together. In line with the latter understanding, we can call the structure of interrelated attitudes that guides A’s and B’s joint walk the *joint intention* whose subject A and B are together.

Strictly speaking, the analysis of joint intentions should not be limited to the actual intentions regarding the joint activity, as these will typically be accompanied by further intentions and beliefs on the part of the agents involved. In these respects it seems plausible to demand that the agents’ further intentions, for example, other goals A may have in mind in relation to the walk with B, do not conflict with their joint endeavor; that they each exhibit a sufficient degree of readiness to follow through with their endeavor; and that they each are aware that what and how they intend together is out in the open between them. Requiring an elaborate form of common knowledge among the participants may seem inadequate or overly intellectualized in some contexts, but a weaker “no conflict”-condition regarding their awareness and understanding of the situation may nevertheless be necessary for the attitudinal nexus to adequately provide guidance.

Returning to the laxly formulated question as to “what is special?” about joint action, the answer suggested by the relational account just sketched is that joint action is defined as being guided by a specific complex of interrelated attitudes of the individual agents involved. This complex of attitudes, the action-guiding *joint intention*, is in the main constituted by the participants’ intentions of the form “We intend that we . . . ,” and its subject are the participants together. Understanding the one guiding attitude (the joint intention) and its subject as being thus constituted by specifically interrelated individual attitudes and by interrelated individual agents, yields a particular perspective on what it means to say that agency is distributed. The claim that interrelations between individual attitudes are characteristic of cooperation and distributed agency leads to the question as to whether these phenomena also characteristically involve normative relations between the agents involved. This is the question we turn to in the next section.

THE NORMATIVITY OF JOINT ACTION

When it comes to the normativity of joint action, the interesting question is not whether any mutual obligations exist between the agents involved, but whether it is characteristic of joint action that the agents have or incur obligations to each other precisely in virtue of acting together. According to Margaret Gilbert’s account, such specific mutual obligations are fundamental to phenomena of joint action (cf. Gilbert 2014). Gilbert claims that such obligations are implied by the fact that in getting together to perform a joint action, agents enter (what she calls) a “joint commitment,” which she characterizes as an irreducible, shared practical attitude the agents create by agreeing on the pursuit of a joint endeavor, which is described as an attitude of the group that is possibly discontinuous with the intentions of the individual agents, and which can be annulled only unanimously. If two agents are thus jointly committed to act together, each is *obligated* to the other to do his or her bit and each is *entitled* to the other’s contribution or to rebuking the other in case of noncompliance. Gilbert’s view is that joint commitments form the basis of jointly intentional action and that the inherent obligations and entitlements, which are not understood as moral but as social normative relations, are fundamental to all kinds of joint action.

The problem with this account is certainly not that it is never true that agents cooperate on the basis of binding mutual agreements, or that it is inconceivable that cooperators sometimes treat each other as if a contract

existed between them even though their agreement was nonverbal. But some authors have remained unconvinced by some of the aforementioned details of the account and by the view that normative structure that comes with joint commitments is indeed fundamental to all kinds of joint action. For instance, below the level of highly organized group agency, and unless a somehow emergent subject of the relevant intentional states is appealed to, it does not seem plausible to claim that the intention that explains a joint action can diverge from the participatory intentions of the individual agents involved. And the feature of joint intentions Gilbert terms the “concurrency criterion” (2014:106–108), which is meant to capture that joint intentions can only be modified or annulled unanimously, also seems too demanding to be a general feature of joint action. For even if a degree of unanimity, a shared belief as to what they are doing together, is required to keep the cooperators on track, as it were, it would seem exaggerated to hold that in all cases of joint action one participant is entitled to hold all others to the original joint commitment. Gilbert’s view thus represents phenomena of joint action as in principle akin to scenarios in which agents have entered a contract or exchanged promises, with all the normative implications involved by that. Without disputing that some cases exhibit that sort of normative structure, it seems doubtful that all cases are like that and thus that joint commitments are essential to joint action (cf. Bratman 2014: ch. 5).

Do we have to conclude that joint action generally does not involve mutual obligations? Or does joint action imply a weaker sort of normative relationship? Against proponents of the view that only certain kinds of joint action involve mutual obligations, such as Michael Bratman (2014), others have suggested to regard practical attitudes such as *reliance* (Alonso 2009) or *trust* (Schmid 2013) as grounding normative interpersonal relationships and as being fundamental to joint action. The normative bonds grounded in these attitudes can be described as weaker than the relationship Gilbert conceives of in terms of joint commitments. The unifying idea behind accounts that refer to reliance or trust is that if one agent forms (and exhibits or expresses) this kind of attitude regarding one’s partner’s contribution to a joint action, the other is led to form and endorse the same kind of attitude. To illustrate this, assume that A and B are in a position to move the piano across the room, where this is something neither can do alone, but perfectly doable in unison. Assume further that each of them not only intends to move the piano, as in the analysis outlined in the previous section, but that in addition each of them relies on the other doing his or her bit, in other words, push at his or her end of the piano (cf. Alonso 2009). Or assume that each of them, besides intending to move the piano, trusts that

the other will in fact push at his or her end (cf. Schmid 2013). The relevant contention put forth with these accounts is that, characteristically, cooperating agents create mutual obligations—or, in other words, give each other normative reasons to contribute—by forming attitudes of reliance or trust regarding the other's contribution. Thus, in our example, A's relying on (or trusting) B to push his or her end of the piano creates a reason for B to do so, and vice versa; let us assume that this reason is comparatively strong, so that it corresponds to an obligation for B to contribute. Obviously, not all instances of reliance or trust can generate reasons and obligations in this way, but under normal conditions, and especially in cases of mutual reliance and mutual trust, in which the attitudes can be understood as mutually reinforcing, the generative effect seems to occur. And it should be emphasized that the obligations in question are not moral, but only social obligations, which means that their force is explained by reference to the particular social situation, including the attitudes and relations that feature in it, and not by reference to more general moral principles or norms.

However, the question remains whether it is necessary to posit the presence of a different kind of attitude as fundamental in order to explicate a basic normative relationship implied by joint action. Defenders of accounts that refer to reliance or trust seem to answer in the affirmative, but an account that builds on the notion of an individual *social commitment* can confine the conceptual resources to fulfill this task to attitudes more closely related to the intentions and beliefs that accompany joint action. Abe Roth (2004) has developed a variant of such an account, but I shall conclude by outlining the main elements of a different variant. These regard the conceptual resources made use of in this account, the way it explains the normative relationship involved in joint action, and the connection it draws between commitments and obligations.

First off, talking of commitment in relation to intentions does not introduce an additional type of attitude; it rather highlights another element of the structure of intentional activity. In the case of joint intention, this amounts to making explicit that the socially oriented intention of the form "We intend that we ..." implies a specific type of commitment, a social commitment. Whenever an agent intends to do something, they commit, *inter alia*, to choosing means appropriate to their end and to avoiding anything that could render their attaining that goal impossible. Building on this, we can say that when an agent intends a joint action, as in the cases considered above, they assume a social commitment that regards both (1) their own contribution to the joint action and (2) the other agent(s) involved. The first aspect of this commitment captures the aforementioned implication of intending; the second reveals the social orientation of these

practical attitudes and corresponds to the relational structure of the occurrences of "we" in "We intend that we. . ."

Now, if we require that joint action be guided by an intentional structure constituted by intentions of the form "We intend that we ..." on the part of each agent involved, and if we understand this as implying that each undertakes a social commitment to the joint activity and to the other(s) involved, then we are led to accept that joint action involves a kind of normative relationship. The normativity in play here encompasses both the norms that govern the performance of intentional activities and the social norms that govern attitudes toward other agents. Being committed to another agent, as implied in joint action on this account, does not presuppose an agreement, but it can arguably be construed as being of consequence for the respective other. For this kind of social commitment, in conjunction with the commitment to contribute to a particular joint action and especially when made explicit, gives the addressee a reason to contribute. In the familiar case, if A signifies that they are committed to B to move the piano with B, then this gives B a reason to move the piano with A, very much like attitudes of reliance and trust can be reinforcing by inviting the respective other to rely and trust. The temporal asymmetry of this example is no precondition for this generation of reasons to be in place.

The last element of this brief outline of an account that certainly needs further elaboration and defense regards the connection between social commitments and obligations. Assuming a scenario in which two agents each undertake a social commitment as specified in the previous paragraphs, what becomes decisive is that each gives the other a reason to cooperate with them. Unless they have a specific practical authority vis-à-vis the other, which we can exclude from the typical case of joint action, an agent cannot create an obligation for another. Each can, however, and especially in the symmetric case in which both are socially committed or at least disposed or ready to cooperate, change the other's normative situation to the effect that each agent is obligated to at least respond to the other's commitment, or event to contribute to the joint action. As full-blown agents, they are required to be susceptible to the reasons that apply to them, and in the social case, this requirement is extended to comprise responsiveness to others' commitments. Once the translation of this talk of reasons into talk of obligations is granted, we have at our disposal a conceptually conservative account of the *social obligations* involved in joint action. These obligations pertain to responses to others' commitments and to engagement in joint action, where the force of the latter part of such an obligation is supported by one's own social commitments.

This concludes the brief portrayal of some characteristic intentional and normative structures of joint action from the perspective of the philosophy of action. How exactly these outlines of a relational account of joint intention and an account of the normativity of joint action in terms of social commitment and social obligation extend to other types of distributed agency will have to be left to other studies. And the plausibility of the reflections presented here may well depend on, or be supported by, a synopsis with other perspectives on similar phenomena represented in this volume.

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