SHARED AGENCY AND MUTUAL OBLIGATIONS: A PLURALIST ACCOUNT

Jules Salomone-Sehr

McGill University, Centre de Recherche en Éthique

jules.salomone@mcgill.ca

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Abstract

Do participants in shared activity have mutual obligations to do their bit? This article shows this

question has no one-size-fits-all answer and offers a pluralist account of the normativity of

shared agency. The first part argues obligations to do one's bit have three degrees of involvement

in shared activity. Such obligations might, obviously, bolster co-participants' resolve to act as

planned (degree 1). Less obviously, there also are higher and lower degrees of involvement.

Obligations to do one's bit might provide our agency-pooling mechanism. When they do, we act

together by virtue of satisfying them (degree 2). Conversely, some shared activities involve no

obligation (degree 0). In the second part, I argue shared agency theory is best served by a non-

moralistic conception of obligation, one on which co-participants' obligations need be neither

strict-performance obligations, nor directed ones. Overall, my arguments suggest we can choose

how to coordinate normatively our shared activities.

Shared Agency; Mutual Obligations; Shared Intentions; Relational Normativity; Collective

Intentionality; Social Ontology

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1. Introduction

Consider a successful theatre company. Part of its success surely stems from the fact that its members are bound by various interpersonal norms. They owe it to one another to arrive on time for rehearsals, and they criticize those who are consistently late. They hold one another to high standards and expect everyone to do their best. In this article, I inquire into the nature and ground of such interpersonal norms to which participants in shared activities are typically answerable. In so doing, I pursue two main aims: I explain how to overcome the stalemate in which the debate about the normativity of shared agency now finds itself, and I contribute to a host of foundational issues about relational normativity.

Prominent views about the nature and ground of the interpersonal norms of shared agency fall into two main camps. Some theorists argue that parties to shared activities incur mutual obligations to do their respective bit just,² or partly,³ in virtue of their being so involved in shared activity. Pioneered by Margaret Gilbert (1989, 1990, 2006, 2009, 2013), views of this kind offer what I hereafter refer to as *constitutively deontic* accounts of shared agency. To illustrate, constitutively deontic accounts hold some version of the claim that during our afternoon stroll, I owe it to you and you owe it to me to keep pace partly or wholly in virtue of our walking together. Advocates of such accounts typically add that, also because of our involvement in shared strolling, you have a standing to insist that I keep my pace and to reproach me should I fail to do so.

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¹ For another attempt to overcome this stalemate, see Javier Gomez-Lavin & Matthew Rachar (2019, 2022).

² See Margret Gilbert (2013) and Abraham Roth (2004), though Roth prefers the expression contralateral commitment to obligation (2004: 363, 2017: 48-9).

³ See Facundo Alonso (2009). §3 elaborates on this nuance.

Other shared agency theorists (Bratman 1992, 1999, 2014; Kutz 2000; Searle 1990; Tuomela 2005) contend that mutual obligations to play one's role are not essential to shared agency. On their views, our activities are shared just in case⁴ their participants entertain, and act on, interlocking psychological states—crucially, intentions with narrowly overlapping propositional contents. Additionally, it is part of their view that the sharing of such psychological states does not ground, by itself, an obligation to play one's role. True, these theorists agree that sometimes, doing one's bit is an obligatory matter (Bratman 1999). But when that is the case, the ground of the obligation is not, on their view, shared agency itself but some moral principle or other—e.g. the obligation to not let down those you have invited to count on you. Such views exemplify what I hereafter refer to as *sociopsychological*⁵ approaches to shared agency.^{6,7}

Advocates of both constitutively deontic accounts and sociopsychological approaches defend, in effect, one-sided views about the role that mutual obligations to do one's bit (mutual obligations, for short) might play in shared activities. For the former, mutual obligations are essential to shared agency and, as such, mark the contrast between genuine shared activities and parallel exercises of individual agency. By contrast, the latter regard them, at most, as ancillary features of shared activities: co-participants might incur such obligations to play their roles,

⁴ Michael Bratman has greatly contributed to our understanding of the psychological structures that might tie together participants in shared activity. In all fairness, however, I should note Bratman is open to the possibility that there might be other routes to shared agency than just shared intentions (2014: 169, endnote 86).

⁵ This label is from Alonso (2009).

⁶ True, advocates of sociopsychological approaches to shared agency might still believe shared agency is an essentially *normative* phenomenon. To illustrate, Bratman (2014: 27–8) believes the shared plan from which the sharing of agency results should satisfy a number of normative constraints (e.g. that it be means-end coherent). Yet, Bratman rejects what I call constitutively deontic accounts.

⁷ These two categories of views are not exhaustive. For instance, Scott Shapiro's views (2014) and mine (2022) conflict with both constitutively deontic accounts and sociopsychological approaches. The account developed in this article (see §2 especially) is, thus, in broad agreement with Shapiro's picture of shared agency as well as with the views developed in my (2022). (Notice, however, that neither Shapiro nor I have said much, so far, about the role of obligations in shared agency. This gap is one that the present article aims to fill.)

hence have additional motivation to act as planned, not because of their participation in shared agency, but because of extraneous factors such as (e.g.) mutual promises. Shared agency, however, is a much less uniform phenomenon than both families of views assume.

In this article, I steer a middle course by arguing that mutual obligations, if involved at all in shared activities, might play a wider diversity of roles than these prominent families of views realise. In arguing for this *pluralist* account, I do not only aim to overcome the one-sidedness of constitutively deontic accounts and sociopsychological approaches. I also believe my account wards off pathologies of shared agency that could hinder, sour, if not undermine, our shared activities—and to which advocates of constitutively deontic accounts and sociopsychological approaches might fall prey.

This article has two main parts. The first (§2-4) establishes that there are three degrees of involvement of mutual obligations in shared activities. It is uncontroversial that in some instances of shared agency, mutual obligations might bolster participants' resolve to act as planned, thus ensuring that participants' mutual reliance be not unrewarded. In this uncontroversial degree 1 of involvement, mutual obligations *scaffold* the performance of shared activities. It turns out, however, that there are higher and lower degrees of involvement of mutual obligations in shared agency.

Section §2 tackles degree 2. Therein, I show that mutual obligations can provide the mechanism whereby a collection of agents pool their agential powers, even in the absence of the interlocking psychological states that sociopsychological approaches deem necessary for shared agency. In such situations, mutual obligations do not just scaffold our shared activities. They *enable* them.

Sections §3 and §4 turn to degree 0, i.e. to cases where, pace constitutively deontic accounts, mutual obligations are simply absent. I first present three such prominent accounts (§3) that I subsequently refute in one fell swoop (§4) with a more decisive argument than those articulated in the literature. This refutation of the claim that shared activities essentially generate mutual obligations is important. It shows that, contrary to prominent shared agency theorists, shared agency is not an essentially deontic phenomenon.

In the second main part (§5-6), I offer a characterization of the mutual obligations to play one's role that participants in shared agency might incur. I first show that, when theorising about shared agency, we would do well to employ a non-moralistic conception of obligation (§5). I then argue against blanket statements sometimes made about the nature of the obligation to play one's role (§6).

Overall, this paper suggests that to some important extent, it lies within the power of parties to shared activities to choose whether and how to coordinate normatively their interactions (§7).

2. Mutual Obligations: An Agency-Pooling Mechanism

Most shared agency theorists claim that a course of activity is not shared unless it results from the parties' interlocking psychological states, and especially from intentions with narrowly overlapping propositional contents—that is, intentions directed towards roughly the same goal or plan of action. As observed earlier, this claim is central to sociopsychological approaches to shared agency. Prominent advocates of constitutively deontic accounts also endorse this claim

(Roth 2004; Alonso 2009),⁸ even though it is arguably orthogonal to the spirit of such accounts: after all, sticking to one's obligation to play one's role in a single plan of action intuitively seems to suffice to act together, even in the absence of intentions with narrowly overlapping contents.

Or so I argue in this section.

At first, however, the idea that mutual obligations suffice for shared agency might sound like a nonstarter. Using Bratman's example (2014: 112), suppose you and I exchanged insincere promises to plough the commons together. Though we are now mutually obligated to plough in virtue of our promises, that ploughing will not happen if we both stick to our insincerity. Thus, mutual obligations, as such, are insufficient for shared agency. But what about mutual obligations that are satisfactorily discharged? Might mutual obligations to play one's role in a single plan, when satisfied, suffice for shared agency, even in the absence of intentions with narrowly overlapping contents? As I am about to argue, the answer is yes.

Activities carried out by role occupants of structured organizations stand as good candidates of activities whose shared nature need not hinge on intentions with narrowly overlapping contents (Shapiro 2014; Ritchie 2020; Salomone-Sehr 2022). To illustrate, consider a team of workers in some firm who completed the project to φ solely by satisfying their obligations to play their respective roles. Their successful φ -ing together might not have required the formation of intentions with narrowly overlapping contents. For instance, the workers' respective role-based obligations might have prescribed tasks that did not involve reference to a common goal or common plan of action. For that matter, it might not even have been very clear to the workers that the prescribed tasks were meant to result in φ -ing. Accordingly, the individual

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⁸ Gilbert is an exception. On her view (2013: 102–6), adequate accounts of shared agency must accommodate the possibility that a collection of individuals might φ together while none of them individually intends the continued performance of φ .

intentions required for satisfying these obligations need not have had narrowly overlapping contents. And yet, the workers of this example are engaged in shared agency. This shows that mutual obligations to play one's role in a single plan, when satisfied, enable shared agency even without interlocking intentions.

Now, I should note that some advocates of sociopsychological approaches have chosen to focus on shared activities that take place outside structured organizations (Roth 2004; Alonso 2009). Some such shared agency theorists who have not developed theories of shared agency in institutional contexts might perhaps concede that where there is a framework of institutional rules that define the participants' obligations, such obligations, when satisfied, can provide for shared agency even without interlocking intentions. But I want to argue more than this. I want to argue that in normal everyday contexts of action where there are no institutional roles to map things out, still it is the case that mutual obligations to play one's role in a single plan, when satisfied, are sufficient for shared agency, even absent interlocking intentions.

Consider our colleague Xavier who is throwing a retirement party. Beforehand, he divvied up tasks and asked you to bring beverages and me, to make a playlist. We both agreed, so we each have the obligation to complete our respective tasks. Suppose, now, that by the time we satisfy our respective obligations, your intention is merely to satisfy your obligation and my intention, to satisfy mine (perhaps because by then, we each have had a long week, and so we lack enthusiasm about preparing Xavier's party, while still being willing to act as agreed). If each of us forms an intention of that sort and carries it out, we will in fact prepare Xavier's party together even while we do not share the intention to prepare that party. In that scenario, our activities are coordinated by a single plan (namely, the plan Xavier designed for the preparation

of the retirement party) although that plan figures neither in the content of your intentions, nor in the content of mine.

At this point, you might worry, perhaps, that our participation in the preparation of Xavier's party is too attenuated to count as an instance of shared agency. A thought of this sort, in fact, is invited by most of the philosophical literature on shared agency: many shared agency theorists have encouraged a narrow understanding of shared agency, one on which agents must be tightly knitted to count as acting together. Ordinary intuitions, as well as the work of dissenting shared agency theorists (Shapiro 2014; Ritchie 2020; Salomone-Sehr 2022) suggest, however, that the preparation of Xavier's party does involve shared agency. Perhaps slightly more than the discharging of mutual obligations is required, especially if you believe, like Shapiro (2014: 277), that common knowledge is a feature of shared agency. Even so, the fact would remain, as Xavier's party and the example of the team of workers show, that mutual obligations—perhaps with the addition of some ancillary condition or other—are an agency-pooling mechanism, even absent shared intentions.

To recap, the examples of the team of workers and the retirement party show that satisfactorily discharged obligations to play one's role in a single plan are sufficient for acting together, whether or not such obligations derive from institutional roles. This finding is significant. First, it shows that mutual obligations can play a more decisive role in shared activities than previously realised. It is not only the case that mutual obligations scaffold shared activities where the agency-pooling mechanism is supplied by interlocking intentions; mutual obligations also provide, sometimes, the very mechanism through which our agential powers are pooled—even absent shared intentions.

Second, this finding contributes to averting some pathologies of shared agency, i.e. patterns of thoughts and behaviours that could hinder, sour or undermine harmonious shared activities. Modifying the example, suppose Xavier (whose party we are preparing already halfheartedly because of the week's fatigue) was an insufferable bore whose retirement, therefore, is great news. Sociopsychological approaches imply that, when engaged in shared φ -ing, coparticipants must all intend to φ even when, as is the case in this version of the example, they have very little interest in φ -ing. In contrast with sociopsychological approaches, my view, thankfully, does not require that we form intentions that we prepare that dull party for us to in fact prepare it together: each of us can instead form the intention to complete the tasks that Xavier asked us to do—and nothing more. Similarly, intentions with narrowly overlapping contents might sometimes require more practical fusion than desired. Modifying again the example, suppose Xavier is hugely popular—so popular that even people who cannot stand one another cherish his company. On a sociopsychological approach, preparing the party together requires that you and I form interlocking intentions, even if we do not get along. Given the ordinary aetiology of interlocking intentions, that is, given the fact that the formation of interlocking intentions usually involves conversations, exchanges of agreements and the like, sociopsychological approaches therefore might impose more contact with you than I want. By contrast, my account highlights the fact that discharging mutual obligations to play one's role in a single plan offers an alternative to this unwanted practical fusion.

So, we have seen that, contrary to the orthodoxy of sociopsychological approaches, satisfactorily discharged mutual obligations to play one's role in a single plan suffice for shared agency. Now, is it the case that, besides being sufficient, such obligations are also an essential feature of shared agency? Do activities count as shared only when participants are mutually

bound by obligations to play their roles? Constitutively deontic accounts answer that question with a more or less qualified 'yes.' As I later argue (§4), even the most qualified 'yes' is mistaken. But first, I present three constitutively deontic accounts in order to do justice to their nuances when I later on articulate my critique.

3. Three Constitutively Deontic Accounts

Margaret Gilbert's account of shared agency is one of the most prominent constitutively deontic accounts found in the literature. In numerous places (1989, 1990, 2006, 2009, 2013), she argues that, absent side agreements to the contrary (2013: 111), parties to shared activities *owe* to one another the performance of their respective parts. What Gilbert means by 'owing' is relatively literal and marks the *directedness* of shared agency-based mutual obligations: as participants in a shared activity, your owning my performance of my part explains your special standing to *demand* that I indeed do it, as well as to *rebuke* me should I let you down—a special standing which people not involved in our shared activity do not have. Additionally, it is Gilbert's view that our involvement in shared activity is a sufficient ground for our mutual obligations to play our roles and our correlative special standing to demand compliance and to rebuke for non-performance. According to her, indeed, neither general moral principles, nor any value served by

⁹ Sometimes, Gilbert also claims that when a participant in shared agency fails to do their part, their co-participants have a special standing to demand an *explanation* for that failure (2013: 88, 198). It is a mistake, however, to interpret Gilbert as claiming that an explanation is all that co-participants have a special standing to demand. In fact, in the two passages I just cited, Gilbert adds that co-participants also have a special standing to demand performance. Moreover, there is abundant textual evidence that, on Gilbert's view, co-participants have a special standing to meet non-performance with rebuke (2013: 8, 9, 25, 55, 71, 108, 110–2, 120–3).

our acting together are required¹⁰ to generate these obligations: should I rebuke you for walking too fast or too slow during our afternoon stroll, citing our walking together would suffice, on her view, to give grounds for my rebuke. Finally, Gilbert holds that shared agency-based mutual obligations are obligations of strict performance. On her account, parties to shared activities do not have discretionary powers over the course taken by their joint acting. Instead, absent side agreements to the contrary, they are under an obligation to seek others' permission before they might alter, reorient, undermine, or even put an end to whatever shared course of action was underway, or before they might be released from their participation in it.¹¹

Abraham Roth's account (2004) owes much to Gilbert's: schematically, his account of the normativity of shared agency is tantamount to hers, minus her claim that shared agency-based obligations are obligations of strict performance. Let's start with similarities between Roth's account and Gilbert's. Roth claims, like Gilbert, that participants in shared activity incur, qua participants, a commitment to others to doing their bit. Similarly to Gilbert's account, these contralateral commitments, as he calls them, bring in their train a standing to insist that coparticipants do their bit, and to criticize or rebuke in case of non-performance. Like Gilbert too, he thinks that these contralateral commitments are directed: they are owed *to* participants (and to participants only), and only participants have the correlative standing to insist and criticize.

Despite these similarities, there is one major difference between Roth's account and Gilbert's.

Unlike Gilbert, Roth is willing to grant discretionary powers to parties to shared activities. On his view, participants have a defeasible entitlement to revise unilaterally the shared plan, as well as to withdraw unilaterally from its enactment (2004: ft. 24; 2018). Less importantly for my

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¹⁰ For Gilbert, values and moral principles are not even sufficient to generate directed obligations (2013: 113, 282–4).

¹¹ See Gilbert's concurrence criterion (2013: 106–7).

purposes, Roth also disagrees with Gilbert about the ground of shared agency-based commitments. Whereas Gilbert thinks you and I incur, qua parties to a joint activity, mutual obligations just because of our joint activity, Roth argues that the commitments that bind us result from my directly acting on your intention (or conversely, your directly acting on mine), together with my correlative entitlement to the persistence of your intention (or conversely, your correlative entitlement to the persistence of mine). (Notice here that, even despite this, Roth's account still counts as *constitutively* deontic insofar as, on his view, acting directly on somebody else's intention is shared agency's defining feature.)

Facundo Alonso's account (2009) departs significantly from Gilbert's and Roth's. But as I argue, it is still constitutively deontic in some important sense. Alonso does not think that parties to shared activities incur obligations just in virtue of acting together, pace Gilbert, or just because of the specific meshing of intentions that, Roth argues, defines shared agency. Instead, he argues that the obligations that pervade shared activities result from the fact that we typically mutually reinforce (either intentionally or negligently) our co-participants' reliance on us, together with the fact that typically our co-participants would suffer some loss should we disappoint their reinforced reliance. Using Alonso's example, as we start dancing the tango, the persistence of my intention that we dance, as evidenced by my dancing, reinforces your reliance on my dancing the tango with you. Should you be upset were I to stop dancing, I would then have incurred some obligation with respect to our joint dancing. With this in mind, I still believe Alonso's view should be regarded as *constitutively* deontic insofar as the mutual reliance whose reinforcement generates obligations is, on his view, an essential constituent of shared activity. When we act together, Alonso claims, we are necessarily led to mutually rely on the fact that our partners have an intention to do their bit and will do it (2009: 459). Now, as we saw, it is

Alonso's view that this mutual reliance, when reinforced (either intentionally or negligently), generates the parties' mutual obligations. On Alonso's account, therefore, an essential constituent of shared agency, namely mutual reliance, is a crucial reason why participants in shared activities typically incur mutual obligations. For this reason, Alonso's account is constitutively deontic. Before moving on, note that Alonso's shared agency-based obligations commit less clearly to doing one's bit than they do in Gilbert's and Roth's respective accounts. Instead, the obligations Alonso argues for compel me to just prevent, or compensate for, the losses you would suffer should I betray your reinforced reliance on me.¹²

Now that these prominent constitutively deontic accounts are on the table, let me explain why we should reject them.

4. Refutation of Constitutively Deontic Accounts

Suppose you and I are on our third or fourth date, now on our way to having a nightcap after a dinner full of passionate intentions. However, as we are approaching the bar we jointly intended to go to, I feel, for personal reasons, that I am in the mood neither for late-night romantic banter, nor for the deepening of mutual feelings usually brought about by such banter. I therefore do not want to follow through on our shared intention to have one last drink together.

Gilbert's, Roth's and Alonso's accounts all predict that I have incurred some obligation.

On Gilbert's and Roth's accounts, the content of that obligation is to do my bit in our going to the bar in question and have a drink there. This obligation, additionally, carries with it your

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¹² Alonso invokes an extended version of Scanlon's principle F (Scanlon 1998).

special standing to demand that we go to that bar and to rebuke me should I refuse. On Alonso's account, I have incurred an obligation in virtue of my intentional (or negligent) reinforcement of your reliance on me to go to the bar, together with the fact that I have reason to believe that you would suffer some loss¹³ should I choose not to go. In contrast with Gilbert, the obligation Alonso thinks I have is not an obligation of strict performance. Rather, I have an obligation either to give you a timely warning that I am likely to betray your reinforced reliance on me (which I failed to give) or to perform the action that is the object of your reliance (which I am intent on not doing) or alternatively to compensate you for the loss you will suffer if I do not go for a nightcap with you.

All these accounts fail to capture the fact that, I take it, I have no obligation to you to do my bit, even though we were both parties to a shared (and for that matter, romantic) activity, namely, going to a bar for one last drink together. On any plausible conception of obligation, the obligation to do one's bit simply seems to have no part to play in our interaction. In fact, it might well be that should you make me feel obligated in any way to do my bit, the magic will be gone and you might never see me again.

Moreover, we should note that all of this is true even in the absence of a side agreement stating more or less explicitly that we have no obligation to one another. One of Bratman's arguments against constitutively deontic accounts lies in his observation that parties to shared activities might sometimes make it clear their interaction should be understood to entail no obligation (1999: 133; 2014: 7, 111). But this argument fails to address some of the sophistications of Gilbert's view. Specifically, Bratman's critique does not do justice to the fact

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¹³ Alonso specifies that this loss must be 'significant' (2009: 470). It must be his view, however, that the significance in question is easy to come by. For he believes that as we dance the tango together, we reinforce each other's reliance in such a way that, should I stop dancing, you would incur, in his sense, a significant loss.

that Gilbert's account includes exemption clauses¹⁴ leaving open precisely the kind of scenarios that Bratman envisions where participants agree more or less explicitly that they have no obligation. Contrary to what Bratman suggests, therefore, such scenarios do not count as counterexamples to Gilbert's account. With this in mind, I should stress that my example includes no such more or less explicit shared understanding. Our interaction does not seem to be of the kind that carries default mutual obligations which are however cancelled by some side agreement of ours. Rather, and more simply, it seems to exemplify a kind of interaction in which there is no obligation in the first place.

It is, therefore, a deformation of shared agency theory to conceive of shared activities (even when reliance is reinforced intentionally or negligently)¹⁵ as necessarily bringing in their train mutual obligations (even if the force of such obligations is to some extent qualified). Shared intimacy is typically pursued in a spirit of freedom and generosity. Now, as the example suggests, this spirit would be jeopardised if the language of obligations (on any plausible conception thereof) as well as that of demands, insistence, criticism and rebuke were forced onto some party's mind, even if only to invite that party to jointly accept, through some side agreement, that obligations will play no part in the subsequent interaction. For if you invited me to form a side agreement of that sort, you would seem to imply that, in your opinion, prior to our side agreement, we owed it to each other that we remain involved—an implication that flies in the face of the spirit of spontaneity and generosity that belongs with a form of interaction such as dating.

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¹⁴ Gilbert (2013: 112).

¹⁵ This clause is required to do full justice to Alonso's account.

In a last effort to save constitutively deontic accounts from my counterexample, their advocates might perhaps develop either of these two lines of response.

I just observed that, between you and me, there is no more or less explicit background understanding to the effect that mutual obligations to go for a nightcap, should they arise, would be nevertheless cancelled. One line of response, at this point, might be to adopt a broader conception of background understandings, one on which even wholly *implicit* background understandings can pre-empt the generation of obligations. On the resulting picture, it might seem that the dating scenario poses no threat to constitutively deontic accounts: for in our culture (say), it is perhaps one of our implicit background understandings that if you and I are on our third or fourth date, I have *no* obligation to follow through on our shared intention to prolong the evening. However, this line of reasoning, as articulated, strikes me as rather uninformative and unnecessarily complex. First, it does not explain why there would be such background implicit understandings. Second, it seems convoluted to argue that these background understandings cancel obligations which, otherwise, would have normative force. More informative and straightforward is my view that in the foregoing scenario, there is simply no obligation in the first place given the spirit of freedom and generosity in which dating is undertaken.

Another last-resort line of response is to argue that, despite my arguments to the contrary, you do have (as claimed by prominent constitutively deontic accounts) a special standing to insist that we have one last drink, as well as a special standing to rebuke me if we do not—or at least if I do not make up for the loss you would suffer if we do not go for that drink (Alonso 2009). However, this standing to make demands on my conduct, so this line of reasoning goes, is one that is made unjustified to exercise by countervailing considerations. On this proposal, I would be breaking an obligation should I interrupt our passionate evening as we are approaching

the bar; and yet, your insistence and rebuke would be unbecoming, if not wrong, because of such countervailing considerations. If this were on the right track, constitutively deontic accounts could avoid the implausible conclusion that, in the scenario under consideration, you would be justified to insist that we have one last drink together and, worse, to rebuke me if we do not.

Now, for this proposal to work, there must be some countervailing considerations in virtue of which the exercise of this alleged standing to insist and rebuke is unjustified. For if they were indeed no such considerations, then nothing would undermine this standing—a conclusion at odds with the spirit of this proposal. I am not sure, however, what these countervailing considerations might be.

Could it be that, in the scenario under consideration, insisting and rebuking are wrong? It might be thought indeed that insistence and rebukes are on a slippery slope at the bottom of which lie dangerous encroachments upon the formation of my will about my romantic conduct. I agree that strong forms of insistence and the moral pressure of the sort that you would exert if you were to censure me for my reluctance are unethical when they interfere with one's romantic conduct. However, I resist the thought that mild insistence and reproach are bound to snowball into such unethical forms of pressure. Additionally, it is worth stressing that though insistence and reproach of that mild kind might well be a turnoff, they surely cause no harm. Therefore, this line of reasoning does not explain why the alleged standing to insist and rebuke is unjustified to exercise (when insistence and rebuke are mild). (Here is a complication. In our sexist societies, women are often on the receiving end of insistence and rebuke in situations like the one described, so much so that women's romantic agency might erode. It might be, therefore, that the threshold beyond which insistence and rebuke are severe enough to become unethical is fairly

low. However, I do not think this threshold is so low that any form of insistence and rebuke, however mild, is ethically suspect.)

Alternatively, might it be unjustified that you exercise your standing to insist and rebuke because doing so would undermine the spirit of freedom and generosity in which shared intimacy is usually pursued, as noticed earlier? The problem with this suggestion is that, on the proposal under scrutiny, I would break an obligation should we not go for a nightcap together (or should I fail to compensate for your loss), and this idea that I might break an obligation, even one which once broken, does not allow your insistence and rebuke, does not sit well with this spirit of freedom and generosity. For my being obligated would be at odds with my free exploration of my feelings for you. This last point highlights the inconsistency involved in invoking the spirit of freedom and generosity in order to maintain that the scenario under consideration involves the generation of obligations. True, this spirit of freedom and generosity would make it the case that insistence and rebuke would be unjustified; a presupposition behind the existence of this standing to insist and rebuke, however, is that there be obligations in the first place, but such obligations form no part of our interaction if we approach our date in a spirit of freedom and generosity. Once again, the dating scenario reveals how odd it is to force obligations (as Gilbert's, Roth's and Alonso's 16 respective accounts require) into shared activity approached in a spirit of freedom and generosity—even obligations which, when flouted, would not license insistence and rebuke.

In sum, I have shown that shared φ -ing (e.g. going for one last drink together), even when the parties' mutual reliance on one another is reinforced intentionally or negligently (Alonso 2009), and even in the absence of special side agreements, does not necessarily generate an

¹⁶ Provided reliance is reinforced.

obligation to play one's role in our common plan to φ .¹⁷ This, in turn, shows that when participants in shared activity do have the obligation to play their respective roles, this cannot be just because they are so involved in shared agency (and their mutual reliance is reinforced). And with this, I rest my case against constitutively deontic accounts.

Let's recap. I have argued that though satisfactorily discharged mutual obligations to play one's role in a single plan are sufficient for the performance of shared activities (§2), such obligations, even when mutual reliance is reinforced, are not essential to shared agency—and might, for that matter, be foreign to the spirit of some shared activities (§4).

In the picture that emerges, mutual obligations, if involved at all in our shared activities, might play at least two different roles. Obviously, mutual obligations might bolster participants' resolve to act on interlocking psychological states they antecedently share—hence, ensure that participants do not defect or free ride on other parties' efforts. This is the uncontroversial degree 1 of involvement of mutual obligations in shared agency. In such scenarios, mutual obligations scaffold shared agency. In addition to scaffolding shared agency, the arguments from §2 establish that mutual obligations might supply the mechanism through which we pool our agential powers—a fact made salient by scenarios where we do not have interlocking psychological states and yet we act together by satisfying our respective obligations. In such scenarios, mutual obligations enable shared agency. This is what I earlier called the degree 2 of involvement of mutual obligations in shared agency.

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¹⁷ Neither does it necessarily generate (again when mutual reliance is reinforced) an obligation to give a timely warning that one will not do their bit as well as to compensate others in case of non-performance—pace Alonso (2009).

I now set out to characterise further the obligations that might enable, or simply scaffold, shared activities.

5. A Non-Moralistic Conception of Obligation

What conception of obligation should we invoke when theorising about shared agency? What is the nature of the obligations that might be involved in our shared activities? Shared agency theorists have not just disagreed about whether shared activities generate obligations to play one's role. They have also debated the nature of such obligations. This section and the next intervene in this debate and, in keeping with the pluralist spirit of this article, I argue for a more flexible view than those found in the literature—a view that does justice to shared agency in all its multifaceted glory.

Here, I show that accounts of shared agency are best served by a non-moralistic conception of obligation. On the conception I propose, an agent has the obligation to φ when that agent has a reason to φ that takes some degree of deliberative priority and when failure to φ makes it appropriate to direct negative reactive attitudes (reproach, indignation, blame, etc.) towards that agent. I should stress I do not mean here to give a full account of the contested notion of obligation. Rather, I aim to delineate a conception of obligation that can contribute to

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¹⁸ Gilbert (2013) has pioneered views of this sort. Note, however, that the conception of obligation I articulate differs from (and in fact, is weaker than) Gilbert's: unlike her, I believe that the obligation to do one's bit in shared activity need be neither an obligation of strict performance, nor an obligation that is directed to co-participants (as I argue below in §6). Note, also, that the arguments I offer in favor of my non-moralistic conception of obligations (especially the argument from organized crime below) differ from Gilbert's.

¹⁹ This expression is from Bernard Williams (2006).

²⁰ That there is a tight connection between breaches of obligations and fitting negative reactive attitudes is relatively uncontroversial (e.g. Darwall 2006: 27–8; Owens 2012: 89–95).

fruitful theorising about shared agency. I should also stress that, in line with the pluralism this paper advocates, the proposed conception need not be the only one that might positively contribute to shared agency theory.

To arrive at my proposed non-moralistic conception, I critically engage with an argument Bratman has made against constitutively deontic accounts. In two places, he has argued that parties to morally impermissible shared activities do not incur mutual obligations. Specifically, he doubts people jointly involved in ethnic cleansing (1999: 132 ft. 6) or torture (2014: 111) incur obligations to do their bit. If that were true, we would have additional evidence against constitutively deontic accounts.

Bratman's argument, however, runs into difficulties.²¹ This argument seems premised on a moralistic conception of obligation according to which one is obliged to φ only if φ is favoured by sufficient moral reasons. But this moralistic conception has implausible implications. For example, as Bonnie is inside the bank, robbing the safe, Clyde would not owe it to her, on this moralistic conception of obligation, to wait for her in his vehicle, ready to dash off when she returns. Even though he would certainly believe that delivering on his commitment to her was his duty, this belief would show at best conceptual incompetence and delusion, if not a fraudulent attempt to hijack the notion of obligation by putting it at the service of criminal goals.

But it is a mistake to deny Clyde has an obligation to Bonnie. As they enact their plan, some courses of action clearly take deliberative priority over others. For instance, Clyde ought to keep waiting for Bonnie for as long as he can instead of running away upon hearing the distant

²¹ One difficulty is that this argument fails to hit its intended target, namely Gilbert's account of shared agency. As observed by Gilbert herself, the conception of obligation that underlies Bratman's claim differs from hers. Gilbert specifically intends the conception of obligation involved in her account of shared agency to be non-moral (2013:

sound of police sirens. It would arguably be appropriate, for Bonnie, to criticize and rebuke Clyde should he fail to act as prescribed by such priorities. Clyde would perhaps even experience feelings of guilt, shame and remorse when failing to do so, or when called out for such failures. Additionally, such deliberative priorities fulfil the functions obligations often serve. These priorities make Clyde more reliable, and offer to Bonnie, who crucially depends on Clyde's complying with their plan, some assurance that he will wait for her outside the bank. Given that such priorities and our everyday obligations play similar functional roles, there seems nothing to stand in the way of regarding these priorities as bona fide obligations—nothing, that is, except a certain moralism that has influenced some philosophers' conception of obligation. Granted, Clyde and Bonnie's practical priorities favour actions that, all things considered, are counterethical. We would therefore be better off if our values triumphed over these priorities in Bonnie and Clyde's practical deliberation. But the thought that these obligations are nullified just because they run against overriding values betrays a kind of moral wishful thinking.

Not only does the moralistic conception of obligations implausibly deny that parties to morally impermissible shared activities might incur mutual obligations. It also obscures instances of shared agency where co-participants' coordination is wholly achieved through mutual obligations—instances of shared agency where mutual obligations to play one's role *enable* our acting together. Let's zoom out of Bonnie and Clyde's robbery and shift our attention to organized crime. Like armies, firms and other structured organizations, mafias possess many hierarchical layers and a fine-grained division of labour. As suggested earlier (§2), workers of ordinary firms need not share intentions to coordinate their activities; instead, they might coordinate their activities solely through the obligations carried by their respective institutional roles. Similarly, then, mafia members need not share intentions to coordinate their activities;

instead, the obligations carried by their respective roles suffice here too. However, the moralistic conception of obligations precludes this intuitive possibility and forces us to redescribe obligation-based coordination of impermissible activities as the outcome of false beliefs. On that redescription, mafia members successfully coordinate not thanks to obligations (on the moralistic conception of obligation, no such obligation obtains) but rather thanks to the mafia members' false beliefs that their roles carry obligations. This redescription is clearly cumbersome and implausible.

To summarise, due attention to morally impermissible shared activities demonstrates shared agency theorists' need for a non-moralistic conception of obligations, that is, a conception on which the force of obligations does not wholly depend on the all-things-considered moral status of the actions they prescribe. I therefore conclude that theorising about shared agency is best served by a non-moralistic conception of obligation. On this conception, an agent has the obligation to φ when that agent has a reason to φ that takes some degree of deliberative priority and failure to φ makes it appropriate to criticize, reproach or blame that agent. Of course, as the example I have developed suggests, the reason to φ might be a weak reason, all things considered: Clyde's reason to wait for Bonnie outside the bank has little normative force. But weak reasons are reasons, nonetheless.

6. Discretionary Powers and Directedness

In this section, I pursue further my inquiry into the conception(s) of obligation we should adopt when theorising about shared agency. Some shared agency theorists have made blanket

statements about the features of the obligation to do one's bit. As seen previously (§3), Gilbert contends this obligation is an obligation of strict performance: were I to consider altering our plan, it would be my obligation to seek my co-participants' concurrence beforehand. We also saw that Gilbert, as well as Roth, argue that the obligation to play one's role is a *directed* obligation: its observance is owed to co-participants and, thus, co-participants have a special standing to demand compliance and to rebuke in case of non-performance—a standing onlookers do not have.

In this section, I argue we ought to reject these blanket statements, thereby demonstrating further the need for having a flexible mind when inquiring into the normative ties that might bind together parties to shared activities. I tackle strict performance and directedness in turn.

6.1. How to Fulfil an Obligation: Strict Performance or Discretionary Powers?

Suppose you and I share the intention to go together to the beach. You know I had an impossibly busy week and, so, you suggest that I have a nap while you drive. As I am asleep, however, the weather changes dramatically: what once began as a pleasant day turns into a rainy afternoon. I wake up from my nap as you park the car, only to find out both that the weather is now genuinely awful and that we are not at the beach but on the parking lot of a cinema in some lovely coastal town.

Had you been under an obligation of strict performance to drive to the beach, you obviously would count as having flouted it. Additionally, under Gilbert's conception of the obligation do one's bit, it would follow that I would have a standing to criticize you for having flouted that obligation by revising unilaterally our plan, as well as a standing to demand that you

do what we initially agreed upon. But I would surely come across as controlling should I rebuke you, given that we are now in this lovely city that has much to offer by way of substitutes for an afternoon spent on the beach. And more generally speaking, it simply seems false that in the scenario just described, you have flouted any obligation on any plausible conception thereof. It follows that you were not under an obligation of strict performance to drive to the beach; that is, you were not under an obligation to seek my concurrence before acting in ways that would alter our initially agreed upon plan.

What exactly is involved in incurring a non-strict performance obligation to do one's bit, that is, an obligation for the satisfaction of which one can exert discretionary powers? Might that just mean that the obligation is a pro tanto one? Not quite. A pro tanto obligation is an obligation that one will have to observe if it is not trumped by some other, more pressing obligation. In the scenario under discussion, however, I do not think it is right to say that some other, more urgent obligation has taken precedence over your obligation to drive to the beach. Here is an alternative interpretation: when the rain starts pouring, you realise you should now reinterpret the content of your obligation to drive to the beach, hence your role in our plan, and our plan too. This is exactly what you did: driving to the beach was your obligation as part of a common plan meant for us to relax; using your discretion, you reinterpreted your role as consisting in driving to a place where we would indeed relax, and based on your knowledge of my tastes as well as some sense of what our mood was for the afternoon, you picked that lovely coastal town. An obligation of non-strict performance, to recap, is an obligation whose content is, to some extent, up to your discretion.

One upshot of this discussion is that it is a pathology of shared agency to always minimize or deny co-participants' discretionary powers, and accordingly to always grant to

parties to shared activities a standing to rebuke those who revise unilaterally the initially agreed upon plan. Shared activities are often endemically risky, partly because of the high degree of coordination they require. Obligations of strict performance would hinder the quick adjustments that changing circumstances or coordination mishaps might demand. They would also impede the effective use of the epistemic resources available to parties to shared activities. Any division of labour carries with it a division of epistemic labour: when carrying out their shared plan, not all participants will have access to the same information. The obligation to seek everyone's concurrence prior to any change in plan will hinder the translation of specific bits of information into fruitful adjustments to the plan. By contrast, granting some amount of discretionary powers to all helps parties to make the most of the epistemic division of labour. Granted, minimizing discretionary powers might be crucially important in certain contexts. When parties' agreement in favour of a course of action was the outcome of lengthy debates and hard-won compromises, it is best to grant as little discretionary powers as possible in order to prevent others from exploiting changing circumstances to their sole advantage. But luckily, not all shared activities are like that.

6.2. Directedness

I now set out to argue against Gilbert and Roth's view that obligations of shared agency are essentially directed. Put differently, I show that, pace Gilbert and Roth, even when I am bound by the obligation to play my role in a shared activity, co-participants need have neither a special standing to demand that I satisfy my obligation, nor a special standing to criticize and reproach me in case of non-performance.

Before I proceed, it is worth explaining some of the larger theoretical issues involved in Gilbert's and Roth's views about directed obligations.

It is relatively uncontroversial that some of our obligations are owed to some people, and not others, and accordingly, that the people to whom observance is owed can *demand* that we observe such obligations. Not all obligations, however, generate a standing to demand compliance (let alone one such *special* standing). As a close friend of yours, I am under an obligation to get a present for your birthday. Yet, it would be odd if you (or anyone) *demanded* compliance with that obligation: gifts, strictly speaking, are not *owed*. One might then wonder what explains the fact that some obligations, but not all, generate a special standing to demand compliance.

Gilbert and Roth also believe some obligations, but not all, bring in their train a special standing to criticize and rebuke. Put differently, they believe some obligations, but not all, are such that, when flouted, only some people have the standing to engage in criticism and reproach. If Gilbert and Roth are right, what is the source of this special standing? Both share the view that moral philosophy is not well positioned to answer this question. On their view, indeed, we all have an equal standing to criticize breaches of *moral* obligation (Gilbert 2013: 113, 283, 305–10; Roth 2004). True, it is often wise to let the wronged party exercise that standing first: interventions into the moral affairs of others can be paternalistic. However, according to Gilbert and Roth, everyone could *in principle* criticize and rebuke those who flout moral principles. Assuming that Gilbert and Roth are right to think some obligations, but not all, generate a special standing to criticize and rebuke in case of non-performance, one might wonder what accounts for that fact.

If Gilbert and Roth are right, there are therefore two puzzles: one about the special standing to demand compliance, the other about the special standing to criticize and rebuke. Directed obligations, as defined earlier, involve both standings. There is, thus, a puzzle about the *directedness* of obligations. (Notice that the notion of directedness can be defined differently. Those who think there is no special brand of obligation that generates a special standing to criticize and rebuke—one that only some people have but not all—can claim, for instance, that directedness is all about the special standing to demand compliance. I here simply go along with Gilbert and Roth's conception of directedness.)

The solution to this puzzle, according to Gilbert and Roth, is shared agency. Both think shared acting grounds obligations that are directed to co-participants: acting together, in their view, necessarily generates not only the obligation to play one's role, but also co-participants' special standing to demand compliance and to rebuke in case of non-performance.

Earlier (§4), I argued against their view that shared agency necessarily generates the obligation to play one's role. This finding is important, for if shared acting is not a sufficient ground of the incurring of the obligation to play one's role, a fortiori it is not a sufficient ground of the directed obligation to play one's role either. But for all we know at this stage, shared agency could perhaps still be the ground of the *directedness* of obligations. If so, it would follow that, when we *do* incur the obligation to do our bit, that obligation is automatically directed to co-participants. Is it the case, then, that when incurred, the obligation to play one's role is necessarily directed to co-participants? I now offer a case that shows this question should be answered in the negative. This will establish that, when theorising about shared agency, directed obligations are not the only sort of obligations one should expect to discover among people who act together.

Suppose you are my best man and we are driving together to the venue where my wedding to Henrietta is set to be celebrated today. We are driving our respective cars. Whereas you only have a very general sense of the directions, I know exactly where to go. We therefore agree you will follow me. But out of nervousness and the overwhelming sense that my life will be ruined if I get married to Henrietta, for whom my love, it turns out, has always been half-hearted, I make a sharp turn, lead us for quite some time away from the wedding venue, until we eventually park in the middle of nowhere.

Do you have a standing to demand that I resume my driving to the wedding venue and a standing to rebuke me for having intentionally led us astray? After all, our plan was to arrive on time at the wedding venue, and as I knew the directions and you did not, it was part of our plan that I would take the lead. However, I think it would be odd, and quite out of place, of you to demand that I resume my driving or to rebuke me as we are now parked in the middle of nowhere. Though I was under an obligation to lead you to the wedding venue, and though that obligation was part and parcel of our joint driving to the wedding venue, my obligation was not directed to you: as my best man, your role was of the utmost importance in a plan which ultimately was not about you, but about Henrietta and me.

Examples of this sort show that the obligations involved in some instances of shared activities need not be directed to co-participants. In fact, it is a pathology of shared agency to always frame co-participants' obligations to do their bit as obligations incurred *to myself*.

Granted, some of your obligations in a plan we share are obligations over which I enjoy some practical authority. They are obligations whose performance is owed *to me*. You, as my best man, owed it to me to wear whatever suit colour we agreed upon. Obligations of that directed

kind ground the special standing to demand compliance. They often play an important role in shared activities on which parties want to leave their authorial imprint, or in the context of activities whose completion crucially serves the co-participants' interests. But obligations incurred as part of a shared activity need not be directed to co-participants: though I was committed to pacing my driving so that you could follow me to the wedding venue, you had no standing to demand that I resume my driving. One's practical authority need not extend over every aspect of shared plans, and those who disagree run the risk of aggrandising their importance and exerting more control than they should—as you would if, as my best man, you demanded that I resume my driving.

7. <u>Conclusion: Choosing our Normative Scripts</u>

I have argued for a pluralist account of the obligations to play one's role that might bind together participants in shared activities. Advocates of constitutively deontic accounts argue that shared agency is an essentially deontic phenomenon. They claim participants in shared activities incur the obligation to do their bit just, or partly, in virtue of their involvement in shared agency. Those who favour sociopsychological approaches, by contrast, believe shared agency essentially involves the sharing of interlocking psychological states. They might agree that participants might sometimes incur the obligation to play their role, but when they do, the ground of the obligation is not shared agency itself. Both approaches have too narrow a view of what the obligation to play one's role is, and how it might be involved in our shared activities.

In the first phase of the paper, I have showed that in addition to scaffolding shared activities by bolstering one's motivation to do one's bit, obligations might, contrary to sociopsychological approaches, enable shared activities: sometimes, we act together with others just by satisfying the obligation to play our respective roles in a single plan of action. I have also showed, contrary to constitutively deontic accounts, that acting together (even when mutual reliance is reinforced intentionally or negligently and even absent side agreements) does not necessarily generate the obligation to play one's role.

In the second phase of the paper, I have offered arguments in favour of a flexible picture of the nature of the obligation to play one's role. I have first showed that theorising about shared agency is best served by a non-moralistic conception of obligation. I have then argued that the obligation to play one's role need be neither an obligation of strict performance, nor a directed one.

The arguments of this paper suggest that, to some important extent, it lies within our power to choose the normative scripts involved in our shared activities. Granted, the aetiology of some shared activities might carry obligations which, when formed, leave us no choice but to abide by them. Our joint singing might have been set in motion by mutual exchanges of promises, and when exchanged, the normative force of those promises no longer depends on the promisors' choice. But not all shared activities originate in reciprocal promises, and more often than not, which specific normative script will tie co-participants together is a significant matter to be decided together. This choice is not arbitrary but informed by reasons: the risks involved, the nature of the activity, the climate of trust or suspicion between co-participants, etc., all matter in determining the normative script that best serves the parties' pursuits. The arguments of this paper precisely highlight this. Indeed, by arguing against the blanket statements made in the

literature about the normative ties that might bind parties to shared activities, I have shown that there is more than one normative script that we might go for, when, together, we engage in shared activity.²²

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McGill University and Centre de Recherche en Éthique (Université de Montréal), Canada