
MARGARET GILBERT
University of California, Irvine
margaret.gilbert@uci.edu

JOINT COMMITMENT: WHAT IT IS AND WHY IT MATTERS*

abstract

There is reason to think that a particular concept of joint commitment informs much human behavior. This paper introduces the concept in question and briefly develops one argument for its centrality in human life. This argument focuses on the inherence in many central social phenomena of a particular kind of right.

keywords

agreements, joint commitment, rights, social phenomena

* This paper is a shortened version of the keynote address given at the Spring School of Philosophy, Milan, 2015. Earlier versions were delivered to the Philosophy Departments of University of Venice, in 2011, and the University of Palermo, in 2010. I thank the audiences for their comments.

Introduction I have long conjectured that the concept of a joint commitment, as I understand it, is a fundamental part of human life.¹ It informs much human behavior, and helps to explain much of that behavior.

This conjecture results from a number of independent investigations of specific everyday concepts.² I have argued that central everyday concepts of *acting together*, of *social conventions* and *rules*, and of *an agreement*, among others, have the concept of a joint commitment at their core. I have argued that other good candidates for a joint commitment analysis include central everyday concepts of *collective intention*, *belief*, *valuing*, and *emotion*, and *shared attention*. Thus I have come to believe that the concept of a joint commitment is a fundamental part of the conceptual scheme in terms of which human beings approach one another and, in doing so, construct their social world.

The reference to *construction* is important. I take it that armed with *the concept* of a joint commitment *people jointly commit one another* in various ways, and these joint commitments lie at the heart of our acting together, social conventions, and so on.

Two kinds of concern have been expressed in relation to my previous discussions of the role of joint commitment. The first concern relates to my technical phrase “plural subject”. I have used this to refer to any two or more people who are jointly committed with one another in some way. That is: by definition, if and only if certain persons are jointly committed with one another in some way they constitute a *plural subject*. It is important to emphasize that this is a *definition* of the phrase in question. In using it I have not meant to suggest that when a plural subject in my sense is created – *that is*, when a number of people jointly commit one another – *a new center of consciousness* arises – insofar as I understand what it would be for this to happen. Rather, my use of the phrase “plural subject” in its intended meaning reflects my conjecture that an important class of vernacular sentences refer to two or more people who are jointly committed in some way. I have in mind everyday ascriptions of one or more actions – in a broad sense – to a plurality of persons, as in the statement “We want to win”, where this is not elliptical for “We both (or we all) want to win”, and the statement “We believe that it is going

1 I first invoked joint commitment in Gilbert 1989 (p. 198). Gilbert 1987, written later, refers to people being “committed as a body”.

2 Gilbert 1996 (pp. 7-15), notes my increasing emphasis on joint commitment from 1989 till 1996. Discussions that further develop and apply the idea of joint commitment include Gilbert 2006 and 2013.

to rain” where this is not elliptical for “We both (or we all) believe that it is going to rain”. The label “plural subject” can be used, as defined, without endorsing that conjecture, and that conjecture should be considered on its own merits, regardless of the words in which it is couched.

Turning now to the second concern, some theorists have been loth invoke joint commitment in social theory because in doing so one goes beyond what I have called the *singularist* conceptual scheme: one that encompasses only the personal intentions, beliefs and so on of individual human beings. Part of the idea is this: social theorists already operate with the singularist scheme in describing the actions of individual persons. They should, therefore, try to avoid going beyond it if they can. This concern conjures Ockham’s razor. According to that dictum, we are told not to multiply entities *beyond necessity*. So the question is: do we *need* to go beyond the singularist scheme in social theory? Note that if we *do*, then even Ockham would approve our doing so.

A preference for singularism may also sometimes be defended by saying that the notion of a joint commitment is *mysterious* – in contrast with familiar singularist notions. I hope that the discussion that follows will show that this is not so.

I believe that the notion of joint commitment is a philosophically respectable one, and that we need to employ it if we are to give a comprehensive account of the social world. In the rest of this discussion I start by placing joint commitment, as I understand it, within a framework that subsumes some familiar singularist notions. It is hard to see how, if these singularist notions are considered unexceptionable, exception can be taken to the notion of joint commitment. I then justify an appeal to joint commitment in many contexts in light of an argument I call “the rights argument”.

According to the broad notion of *commitment* at issue in joint commitment one’s commitments as such, are normative constraints on one’s behavior that derive from one’s own past or present states, actions, and so on.

Among one’s commitments thus broadly defined, some have their immediate source in one or more human wills. In that sense, then, they are “commitments of the will”. I shall in what follows construe “commitments of the will” in this source-related sense.

How can the human will normatively constrain someone? A good place to start considering this question is by reflecting on the familiar case of an individual person’s decision, such as my decision to go to Milan. Personal decisions are typically expressed (if only in private rumination) by such words as “I’ll go to Milan!”.

What difference does one’s decision make to one’s situation, normatively speaking? That is a good question and there is now a considerable literature that bears on it. I shall focus on one aspect of that question and discuss it in my own terms. Consider the following case. Sophia decides to have lunch at Cafe Rosso. Later she absent-mindedly walks in the other direction. Realizing this, she presses her hand to her brow and says, critically, “Oh, I meant to go to Cafe Rosso!”. I take Sophia to be responding here to the following aspect of the normativity of decision: all else being equal, at least, one acts in error if one acts contrary to a standing decision. I take this to be true even if the decision was made on a whim and has nothing in particular to be said in its favor. It was her decision and she had not changed her mind. There is more to be said about the normativity of decision but here I rest with the minimal point just made, elaborated as follows: I say that one who has made a decision has *sufficient reason* to act in conformity to it, where this means that if he is appropriately responsive to applicable considerations of whatever kind he will so act, all else being equal. Such a person *ought* then so to act – in a generic sense of “ought”. Perhaps it can be called the *rational* ought.

Insofar as nothing beyond a personal decision as such is necessary to create the space for

1. Joint commitment

an error, we may say that a personal decision *imposes on the decision-maker* a specific type of *normative constraint* with respect to his future actions. I do not mean to imply that the decision-maker brings it about that, once he has decided to perform some act, he has sufficient reason to do so. Rather, given that normative fact, *he only has to decide* in order to have sufficient reason to act accordingly. In this way the decision-maker *commits himself* to act in a certain way.

A personal decision effects what I refer to as a *personal* commitment of the will. Such a commitment obtains by virtue purely of an act or state of the will of the individual in question. There is no need to make the decision public, to communicate it to others, or anything of that nature, in order to commit oneself. I take it that the broad notion of commitment at issue here is not a specifically *moral* notion – unless one operates with a particularly broad notion of morality. One might talk of someone being *morally committed* in the following kind of context. I have regularly been offering food to a homeless person who sits on the street corner near my house. Though I have made no promise and, for that matter, no decision to continue to do so on a regular basis, I have set up expectations, the person now relies on my help. Perhaps by *virtue of what I have done* I now have sufficient reason to continue, and may then be said to be committed to do so. My commitment here, if there is one, is not a commitment of my will, in the sense introduced above. Rather it is a commitment deriving from moral considerations given what I have done. It is, in other terms, a matter of *moral requirement*. Though my will was involved in these past doings, I did not will *the continuation of my help*, as I might have done. Returning to personal commitments through personal decisions, an important further point is as follows. I unilaterally *make* and can unilaterally *rescind* my personal decision. Without rescission my decision stands until the time for carrying it out is past, and throughout this time I am personally committed to act accordingly. Evidently, then, the commitment associated with a personal decision has a degree of stability, but it is easy to rid oneself of it by, as we say, *changing one's mind*. As we shall see, from a normative point of view a joint commitment is a better means of pinning oneself – or another – down with respect to one's future actions than is a personal decision.

I turn now to joint commitment. At this point in my discussion *virtually no preliminaries are needed before introducing the basic idea*. This should help to defuse a preference for singularism, in that it shows how little the invocation of joint commitment moves us beyond the singularist conceptual scheme of personal decisions and so on.

A joint commitment is a *commitment of the will*. In a way that will be explained, the wills of *two or more people* impose the commitment on the same two or more people – as one.

Clearly, as with the personal commitments that come from personal decisions, a joint commitment in this sense involves both a particular *process* and a particular *product*. In both cases the process is in broad terms psychological; the product is normative.

In the case of the process of joint commitment, there may be different ways in which two or more people come to be *committed as one*. Thus suppose someone is drowning and can only be rescued if two particular people jointly develop an action plan. It may then be plausible to say that there is now a moral requirement on *them*, jointly to develop such a plan. If so, these people will not be jointly committed *in the sense at issue here*. In order to be jointly committed in that sense, the commitment of the parties *must be imposed by their wills* – in the way shortly to be discussed.

In the case of the product of the relevant process of joint commitment, various alternative possibilities suggest themselves. For instance, it may be that two or more people can jointly impose a commitment on just one of their number, or on some proper subset of their number as one.

I mention these possibilities only to clarify the sense of joint commitment now at issue. Joint commitment in this sense involves *both* a joint process *and* a joint product. The process, in this

case, involves an exercise of will on the part of two or more people; the product is a normative constraint applying to the same two or more people as one.

I focus here on *basic* cases of joint commitment. Here there is no background joint commitment that allows for the creation of a new joint commitment of them all by a single party or proper subset of the parties. I allow, of course, for non-basic cases in which there is such a background joint commitment, as when Jane has said to her husband, Tom “You decide where we go” and he responds “Okay!”.

In the basic case, on which I focus here, matching expressions of personal readiness to co-create a particular joint commitment are necessary to create that joint commitment.³ If these expressions are made *openly* and their having been so made is *common knowledge* among the parties, that is sufficient for the creation of the pertinent joint commitment.⁴

This is not a great deal to require for joint commitment. It is, if you like, the *natural social analogue* of a personal intention or, where the expressions are of the right, explicit kind, a personal decision. These can of course be formed within the confines of an individual’s mind, and need not be made public. It is natural to suppose, meanwhile, that the social analogue of a personal intention or decision will involve some form of communication between the parties along the lines suggested here.

Suppose, then, that Bob is personally ready to be jointly committed in a particular way with Lily and does his part in the co-creation of such a commitment. That is, he openly expresses his readiness to co-create it in conditions of common knowledge. He understands that the relevant joint commitment will come into being if and only if Lily similarly does her part, and there is common knowledge between them that this has occurred. In other words, he understands that *if and only if a certain condition is satisfied* he and Lily will jointly have committed each other in the way in question. That condition is Lily’s corresponding expression of readiness. Their expressions, meanwhile, need not be *conditional in form*.⁵

It is easy to construe familiar types of everyday interaction in terms of this account of joint commitment formation. Suppose that, in conditions of common knowledge between Bob and Lily, Bob says to Lily “Shall we dance?” and Lily responds “Yes! Let’s”. Bob can be construed as openly expressing his readiness to enter a joint commitment with Lily in favor of their dancing together and Lily’s “Yes! Let’s” can be construed likewise. As they both understand, nothing remains to be done in order to create the relevant joint commitment. At this point, then, they are jointly committed. I say something about why one *should* construe such interactions in terms of joint commitment in due course.

To fill out the previous discussion somewhat I now make some important further points about joint commitment as I understand it.

A joint commitment is not rescindable by one party unilaterally, but only by the parties together. In some cases there may be special background understandings or explicit preliminaries that allow, in effect, for one person to rescind the commitment. The situation described here is the “default” situation.⁶

People are jointly committed to act as a body in a specified way, where “acting” is taken in a very broad sense. Thus people may jointly commit to *accept as a body a certain goal, or plan, to*

3 Possibly there are special cases that do not require expressions of readiness jointly to commit in the way in question. For discussion see Gilbert, forthcoming.

4 See Gilbert 1989, Ch. 4 for discussion of the terms and conditions involved here.

5 The phrasing of my initial discussion in Gilbert 1989 has suggested the opposite to some commentators, though I believe that was never my intention. See Gilbert 2013, Ch. 2 for discussion.

6 The *two-person case* has some special features with respect to rescission. See e.g. Gilbert 1996, pp. 14-16; and pp. 381-383.

believe as a body a certain proposition, to value some particular thing, and so on. The phrase as a body is not sacrosanct, nor is it supposed to be more than a place-holder for a longer description. Take the case of jointly committing to believe that such-and-such as a body. One way to describe the content of this joint commitment more expansively is this: to emulate a single subject of belief by virtue of their several actions and utterances. Thus, if Betty and Joe are jointly committed to believe as a body that Joe is a brilliant mathematician they must – if they are to fulfill the commitment – talk the appropriate talk, and so on, at least in conversation with each other. Thus Betty must not react with amazement or utter a derogatory comment if Joe tells her he is about to prove an important theorem.

When there is a joint commitment of two or more people, each of the parties is committed, that is, normatively constrained. One may therefore speak of the associated “individual commitments” of the parties. As to the content of these individual commitments, each is presumably committed to promoting the fulfillment of the joint commitment to the best of his or her ability *in conjunction with the actions of the other party or parties*. Depending on the case, this may require careful efforts to coordinate behavior. Given their existence through the joint commitment, these “individual commitments” are not *personal* commitments in that they are not the unilateral creation of the respective persons, and they cannot be unilaterally rescinded.

2. Why invoke joint commitment?

Why think of joint commitment as a fundamental part of human life? In what follows I focus on one argument for a positive answer. I shall refer to it as *the rights argument*. It starts from the premise that rights of a certain kind inhere in many central social phenomena, and argues that not only is joint commitment a source of rights of the relevant kind, it is the most plausible source of the rights inherent in the phenomena in question.

The premise from which the argument starts requires some initial amplification. It refers to “many central social phenomena”. I would include among these, the phenomena mentioned in the *Introduction* – acting together; social conventions and rules, agreements, collective intentions, beliefs, values and emotions; and shared attention.

This premise maintains that rights of a certain kind “inhere” in each of these phenomena. By this I mean that there cannot be a collective belief, say, whose parties lack rights of the relevant kind. A given party can, of course, *waive* his right in the sense of determining not to enforce it, but the right remains as long as the collective belief does. If this is so, a satisfactory account of any one of these phenomena must posit *at its core* a source of rights and correlative obligations.⁷ In other terms, relevant rights must come from something in their constitution. What is the “particular kind” of right in question? It is a particularly important kind of right. In brief: to have such a right to a particular action of a particular agent is to have the standing or authority to demand that action from that agent, and the standing to issue appropriate rebukes to that agent should the action not be performed. In what follows I shall use the label “demand-rights” for rights of this kind.

It may be observed that people often use the term “demand” in a broad sense. Thus a robber with a gun who says “Give me your money!” may be said to have demanded that you hand over your money. Evidently I am using “demand” in a different sense such that, presumably, this robber lacks the standing to demand that you hand over your money.

⁷ For reasons of space, I focus on the rights side of the equation in this discussion, as opposed to the obligation side. In brief, for X to have a right (of the kind in question) to an action of Y’s is for Y has a obligation (sometimes called a duty) to X (appropriately construed) to perform that action. For detailed discussion of this “equivalence” see Gilbert 2012 and forthcoming.

It is important to distinguish standing from justification. One may have a demand-right to some action yet not be justified, in the circumstances, in demanding the object of one's right. The rights argument goes on to contend that joint commitment is a source of demand-rights. Is this so? Even without an extended discussion a positive answer is compelling. Intuitively, those who are jointly committed in some way do have the standing to demand of any party that he (or she) conform to the joint commitment, should he threaten not to do so, and to rebuke one another for any failure to conform. Thus suppose Anna says "Don't walk away!" to Marco. She could plausibly meet a challenge from Marco to her standing to make this demand, by appeal to a pertinent joint commitment. Spelling things out she could say, for instance, "I joined you in jointly committing us to wait here as a body till Roberta arrived. That puts me in a position to call you to order!"⁸

In the final step towards its conclusion – that joint commitment is a fundamental part of human life – the rights argument maintains that the demand-rights inherent in the central social phenomena in question are most plausibly explained by reference a constitutive joint commitment. There is no space to argue this with respect to each of these phenomena here. I shall argue for a more modest point: at least one of these central social phenomena is most plausibly explained by reference to a constitutive joint commitment. Though more modest, this point alone is enough to get us to the conclusion of the rights argument.

I shall focus on everyday bilateral agreements – whose centrality in human life is clear given that it is hard to imagine a human society that does not involve the making of multiple agreements on a daily basis.⁹ I argue, first, that demand-rights inhere in agreements, and, second, that a constitutive joint commitment is the most plausible source of the demand-rights of agreement. Due to space limitations this argument must be briefer than it might be. Arguing the first point is easy, insofar as agreements are generally accepted as canonical sources of demand-rights, whether or not they are so called. Further, it can be argued that the connection between agreements and demand-rights is a tight one. If an agreement was made, demand-rights of the parties to action that conforms to the agreement are there. The nature of the actions agreed-upon, for instance, is not a factor, though it will be a factor in what one ought to do, all things considered. The same goes for the circumstances in which the agreement was made: as long as it was made.¹⁰

An account of agreements that incorporates a constitutive joint commitment suggests itself. An agreement will then be just what it seems to be: a phenomenon from whose mere existence one can immediately infer that the parties have demand-rights against one another to action that conforms to the agreement. Indeed, there is reason to think that the demand-rights of agreements are joint commitment rights whether or not there is another source of such rights. For, as I indicated earlier, it is easy to construe situations in which people make agreements as their making a joint commitment.

What would be the content of an agreement-constituting joint commitment? I have argued elsewhere for an account of agreement as a joint commitment *to endorse as a body a given plan of action*, such as the plan that Anna and Marco will stay where they are till six o'clock.¹¹ This plausibly aligns interpersonal agreements with personal decisions, which can be seen as involving the endorsement of a particular plan of action for the person in question.

The foregoing makes it clear that there is a good case to be made for a joint commitment

8 For further discussion see Gilbert 2012 and forthcoming.

9 Cf. Feinberg 1970.

10 For extensive discussion of immoral and coerced agreements in relation to this claim, see Gilbert 2006, Ch. 10.

11 Many such plans will require some action of both parties, though some may not. For further discussion relating to this point see Gilbert 2013, Ch. 13.

account of agreements.¹² I now argue briefly that it is doubtful that a better case can be made for another type of account.

First, it is not at all clear that anything other than a joint commitment or something very like it is a source of demand-rights. It is not possible to give this point an extended treatment here.¹³ For present purposes, however, it may be helpful to note the following. Perhaps it will be argued that, given a bilateral agreement, it is clear to all of the parties that each of them will expect – or, perhaps, rely on – the other to act in accordance with the agreement, unless he says that acting otherwise is fine with him. Perhaps it will then be said that, in that case, the parties are morally required to act as expected, unless the relevant word has been given. Supposing that all this is so, the existence of a demand-right in either party to the other's compliance with the agreement can be questioned.¹⁴ Even if it were allowed, given that the expectations in question are only likely concomitants of agreements rather than part of their constitution, they will not be associated with demand-rights that inhere in agreements themselves.

In referring, above, to something very like joint commitment I have in mind the situation envisaged earlier in this article which involves the same process but a different product. As a way of interpreting agreement formation I take it that a constitutive joint commitment is a more plausible source of the demand-rights of agreements.

In light of the considerations so far adduced it is reasonable to conclude that joint commitment is the most plausible source of the demand-rights inherent in agreements, one of the central social phenomena adduced by the rights argument. For this reason alone it is reasonable to conclude that joint commitment is a fundamental part of human life. This conclusion can only be strengthened if the point can be made in relation to one or more of the other central social phenomena adduced in the rights argument. Though there is no space to argue that here, I believe it can be made with respect to all of them, and more.¹⁵

- 3. Concluding remarks** Suppose now that joint commitment is a fundamental part of human life, that people are constantly co-creating joint commitments, whether in the making of agreements, or in a larger range of contexts. Given that they have at least some tendency to act as is appropriate all things considered this is likely to be the explanation of much of their behavior, including their treatment of other people. The social sciences, then, need to pay attention to the concept of joint commitment. So also does the theory of rights. All this suggests that we risk a significant impoverishment of our understanding of the human world if we restrict our accounts of social phenomena to a singularist conceptual scheme.

REFERENCES

- Feinberg, J. (1970), "The nature and value of rights", *Journal of Value Inquiry*, 4, pp. 243-260;
Gilbert, M. (1987), "Modeling collective belief", *Synthese*, 73, pp. 185-204;
----. (1989), *On Social Facts*, Routledge and Kegan Paul;
----. (1996), *Living Together*, Rowman and Littlefield, Lanham, MD;
----. (2006), *A Theory of Political Obligation*, Oxford University Press, Oxford;

¹² For further discussion of the plausibility of a joint commitment account of agreements, in addition to what follows below, see Gilbert 2013, Ch. 13, and 2014. I do not mean to imply, here or elsewhere, that in order to make a joint commitment one must make what amounts to an agreement. I am only suggesting the reverse.

¹³ There is such a treatment in Gilbert forthcoming.

¹⁴ See, in particular, Gilbert 2013, Ch. 12 (orig. 2004) with reference to the Scanlon's principle of fidelity. See also Gilbert forthcoming.

¹⁵ For further discussion see Gilbert 2013 and references therein.

- . (2012), "The giving claim-rights their due", in B. Bix and H. Spector (eds.), *Rights*, Ashgate, Farnham, pp. 301-323;
- . (2013), *Joint Commitment*, Oxford University Press, New York;
- . (2014), "The nature of agreements" in *Rational and Social Agency*, M. Vargas and G. Yaffe (eds.), Oxford University Press, New York, pp. 215-256;
- . (forthcoming), *Rights and Demands: A Foundational Inquiry*, Oxford University Press, Oxford.