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The Neoliberal State and the Logic of Quid Pro Quo

Esther Peeren

Transactions, including those involving a temporal delay and therefore a debt, tend to be considered fair when there is an exchange of equally valuable goods, even though this value may take different forms (monetary, cultural, practical, intellectual, sentimental, etc.). While this seems straightforward and hard to contest (although, of course, opinions may differ on what is and what is not of equal value), in the context of neoliberal states where a "new government of social insecurity" has replaced the care-driven "nanny state" with a punitive "daddy state," the enforcement of equitable exchange between the state and individualized citizens works to undermine social cohesion and increase inequality. In such states, higher education—especially a humanities education that is increasingly seen as lacking both practical and economic value—and social services such as welfare are no longer seen as beneficial to society as a whole and therefore to be financed collectively. Welfare in particular has been reframed from being made available to all those in need of it to being subject to a "principle of conditionality" that, as Andrew Dwyer has traced in the UK context, has gone from "creeping" to "ubiquitous," continually expanding the category of those unable to meet the conditions, who, as a result, are labeled "undeserving" of state support. The principle of conditionality is compounded by an individualized notion of transactionality that conceives of any state support received—even after satisfying the conditions for receiving it—as a personal debt to society (itself individualized into "the taxpayer") that has to be repaid in equal measure: "each citizen is a private subscriber to public services, and should pay his or her own way." In this chapter, I argue that the logic of quid pro quo functions as shorthand for this form of transactionality, lending it legitimacy through its apparent (but deceptive) commonsensicality.

In the Netherlands, the context on which I will focus here, a logic of quid pro quo (tit for tat, or, in Dutch, voor wat hoort wat—a translation that, by adding the word "hoort," meaning "ought," introduces a moralizing element) has crept into national education and welfare policy, as well as into arrangements for so-called "transactional voluntary work" across public and private sectors. I will look at the way this logic governs the new student loan system implemented in 2015, the obligation for welfare recipients to...
was first introduced, in the context of discussions about the continuing viability of the welfare state, by Finance Minister Wim Kok in the early 1990s, when it generated so much controversy that it was quickly dropped. In 2013, it fell upon more fertile ground after King Willem-Alexander used it as the central idea in his annual address to the nation (composed by government ministers). In a participation society, the address notes, “everyone who can is asked to take responsibility for his or her own life and environment. While in the context of the participation society the meaning of quid pro quo as referring to an equal and therefore fair exchange between rights and responsibilities, between what is received from the state and what one gives to the state, is taken for granted and considered unassailable, I will evoke its alternative meaning taken seriously, it can be mobilized to undermine the traditional association of quid pro quo with an inherently fair transaction.

Student Debt between Loan and Advance

The first policy I want to look at is the new Dutch student loan system that came into force on September 1, 2015. Under the old system of “study financing” or studiefinanciering, implemented in 1986, students received a monthly stipend from the state, the height of which was dependent on whether they lived independently or with their parents. In addition to the basic stipend, there was a supplemental stipend for students with parents earning less than a certain amount or unwilling to provide support. Both stipends constituted gifts. Because the basic stipend was not enough to cover university fees and living expenses, parents were expected to supplement it as the central idea in his annual address to the nation (composed by government ministers). In a participation society, the address notes, “everyone who can is asked to take responsibility for his or her own life and environment. While in the context of the participation society the meaning of quid pro quo as referring to an equal and therefore fair exchange between rights and responsibilities, between what is received from the state and what one gives to the state, is taken for granted and considered unassailable, I will evoke its alternative meaning as a mistaken or erroneous substitution, one thing wrongly taken for another, as taken up in the first volume of Marx’s Capital and Derrida’s reading of it in Specters of Marx, in order to suggest that if this alternative meaning is taken seriously, it can be mobilized to undermine the association of quid pro quo with an inherently fair transaction.

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Jeffrey Williams’ argument that
replaces the negatively loaded term “debt”
sented not as the “loan system” (lenstelsel), which is how it is generally
presenting the new student loan system for a parliamentary vote, it is pre­
as a potential risk) in a positive light, avoiding the “moral confusion” David
Graeber discerns in the history of debt, where both borrowing and lending
carry a stigma.22 Presenting the student loans as an advance – most likely in
an effort to counter criticism that the new system would deter lower-income
students with debt aversion from entering higher education23 – obfuscates
that what is on offer are interest-bearing loans to be repaid in excess of their
original value and suggests that there will be a guaranteed payoff in the
future, discounting the very real possibility that changes in the labor
market or in the student’s personal life might derail such a calculation.
Earlier, the document insists that “it is irresponsible that going to university
pays”, since someone with a university education in the Netherlands earns
on average twice as much as someone with vocational training,24 without
mentioning that such data cannot simply be extrapolated into the future.

Overall, despite the fact that the new student loan system is presented as
reasonable and even magnanimous (in tolerating the prospect that not all loans
will be repaid), it advances the participation society by turning students into
individualized debtors owing a financial debt that is always also a moral one
and that can only be paid off by becoming an “entrepreneur of the self”28
This indebtedness is concretized in terms of the logic of quid pro quo by first
specifying society as consisting of its taxpayers (rather than of all its citizens) and
then individualizing these taxpayers into specific people entitled to receive
back exactly what they put in. Thus, at the beginning of the document, one of
the motivations given for switching to the new system is a notion of “fairness”
(redelijkheid, which, in Dutch, also means honesty) according to which “it is
unjust that the baker has to pay for the stipend of the lawyer.”29 The problems
with this argument are many (it misrepresents how the tax system works and
ignores that the lawyer will likely pay more tax than the baker and that
it might be the baker or the baker’s child who is studying to be a lawyer),
yet it proved an effective argument in the public discussion about the
student loan system, as it was seen to champion the less well off. In reality,
of course, a strict application of the logic of quid pro quo would mean
ending progressive taxation and would bring social mobility to a standstill.

In terms of its rhetorical framing it is significant that, in the 2014 document
presenting the new student loan system for a parliamentary vote, it is pre-
sented not as the “loan system” (lenstelsel), which is how it is generally
known and which, as De Bloois notes, is already a euphemism, since it
replaces the negatively loaded term “debt” (schuld) with the more innocuous
“loan” (lening).21 An advance, as the “study advance” (studierentstel),20
roughly the kind of career that
is chosen behavior for which the individual must take personal responsibility,
the student debtor is moralized and made to discipline him- or herself.
Here, it is relevant that Dutch is one of the languages in which the words
for debt and guilt are the same (schuld), so that the moral dimension – the
guilt associated with being in debt – is already always implied.

In the same paragraph, the document ties personal responsibility for one’s
loan behavior to personal responsibility for one’s study choice. In line with
Jeffrey Williams’ argument that “debt teaches career choice,”24 it is suggested
that decisions about what to study or whether to pursue an MA after a BA
should be taken on the same grounds as decisions about debt, which, as
Graeber points out,25 is one of precise quantification and thus calculability.
In addition, a causal link is installed between these decisions, so that a particu-
ar study choice is seen to lead to a particular debt level and a career that
will either enable or prevent the repayment of the loan. This assumes that
certain degrees can be reliably calculated to lead to lucrative employment in
the future, discounting the very real possibility that changes in the labor
market or in the student’s personal life might derail such a calculation.

In presenting what is in practice an injunction to take out debt as a
loan behavior to personal responsibility for one’s study choice. In line with

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While the logic of quid pro quo is evoked only implicitly in relation to the Dutch student loan system to make it appear reasonable, the Dutch translation “voor wat hoort wat” provides the title of a 2013 report on the use of workfare by the Inspection Social Affairs and Employment (Inspectie SZW) – “Quid Pro Quo: A Description of the Implementation of the Reciprocation According to Ability by Municipalities” (“Voor wat hoort wat: een beschrijving van de uitoering van de tegenprestatie naar vermogen door gemeenten”) – and a 2013 report on the expansion of “transactional voluntary work” by the Verwey-Jonker Institute, commissioned by the Ministry of Health, Wellbeing and Sport (Ministerie VWS) – “Quid Pro Quo? Experiences with Voluntary Work as Reciprocation”. (“Voor wat hoort wat: Ervaringen met vrijwilligerswerk als wederkerigheid”). In the next section, I discuss how both reports, despite the question mark inserted by the latter, endorse the logic of quid pro quo as an inherently fair and equal transaction.

Obligatory and Transactional Voluntary Work

The Dutch policy that makes it possible to oblige welfare recipients, in exchange for benefits received, to perform “non-remunerated socially useful activities” (onbeloonde maatschappelijk nuttige activiteiten) stipulates that they will only have to do so insofar as they are able to, but its foundation is a principle of strict reciprocity (wederkerigheid). If welfare recipients refuse to participate, sanctions can be imposed, including cutting or stopping benefits. Although the SZW report written before the 2015 Participation Law that obliges municipalities to enforce the policy took effect, notes that half of the local authorities in charge of welfare distribution cite the “activation” of local authorities in charge of welfare distribution cite the “activation” of welfare recipients as the primary motivation for choosing to implement the obligation, for the other half the primary objective was ensuring that welfare recipients gave something back for what they received, presumably in response to the growing public perception, not just in the Netherlands but also in the UK and US, of welfare recipients as “scroungers” or “welfare queens” living off other people’s tax contributions. Significantly, in Dutch public discourse, the term “bijstandsrecht” (someone legally entitled to welfare), which, crucially, incorporates the Dutch for “right” (recht) has gradually been replaced by the pejorative “bijstandsrecht youths” (someone “pulling” welfare), which envisions the welfare recipient as actively, even aggressively, taking money from the state and, consequently, indebted to it.

With regard to the workfare policy, it has been pointed out by legal scholars that the obligation to perform non-remunerated work, which has also been implemented in the US, the UK, and other European countries, could amount to forced labor. Cases arguing this have been brought, with varying success, to national and European courts. As with the student loan system, in official documents about the policy an attempt is made to avoid potentially negative associations by using euphemistic language. Thus, the agency in charge of enforcing the policy, the Inspectie SZW, in what Barend Barentsen calls “SZW-newspeak,” refers to the policy as involving “reciprocation according to ability” (tegenprestatie naar vermogen) and prefers referring to the “reciprocation” (tegenprestatie) as “activities” (activiteiten/werkzaamheden) rather than as “labor” (werk) or “work” (werk). This rhetoric is designed to make the policy seem reasonable, fair, and non-controversial. In left-wing media, on the contrary, the policy is commonly presented as enforcing “obligatory voluntary work” (verplicht vrijwilligerswerk), highlighting its oxymoronic quality.

Whereas Barentsen challenges the very application of the principle of quid pro quo to welfare, on the basis that the Dutch constitution and several human rights treaties establish a right to welfare – at a basic subsistence level – only in circumstances in which people have no other resort, Uzman argues that a principle of quid pro quo can indeed be applied to constitutional rights. The example he uses, however, is flawed: pointing that changing citizens for water when a human right to clean drinking water has been established is equivalent to requiring citizens to work for free in exchange for welfare ignores that clean drinking water also has to be provided to those who cannot pay, which, in industrialized countries, often happens precisely through welfare. As many critics have pointed out, workfare, as part of the neoliberal “repressive welfare state” (repressieve verzorgingsstaat) and the “spiral of increasingly strict obligations and sanctions” (spiraal van steeds strenger verplichtingen en sancties) imposed by its encroaching logic of quid pro quo, which the SZW report and the Participation Law present as commonsensical and hence incontestable, erodes the social safety net and scapegoats an ever-larger group of people as unwilling (rather than unable) to act as responsible citizens.

The report on “transactional voluntary work” shows how the same logic is increasingly applied in wider society, enhancing its purported self-evidentness. It argues that, as part of the Dutch participation society, a “new type of social contract” (nieuw type sociaal contract) is being implemented between citizens, the state, and the market that sees more and more institutions, such as housing corporations, schools, sports clubs, and care homes, impose a requirement on tenants, parents, members, and family members of residents to not only pay a fee, but to also help run the institution on a regular basis. According to the report, the government has endorsed this development as entailing the consolidation of the voluntary commitment of citizens on the basis of agreements entered into by citizens and institutions. In these agreements (among other things) the undertaking of voluntary work as (partial) reciprocation for the provision of a service is stipulated in writing.
Here, the “consolidation of the voluntary commitment of citizens” rather paradoxically refers to the rendering of this commitment as non-voluntary, as the services—which are often essential and not easily substitutable—can be withdrawn if the “voluntary work” is refused or not properly executed. According to the report, which is based on case studies predominantly involving housing, education, and sports, most experiences with transactional voluntary work are positive. The arrangements, when properly administered, guided, and sanctioned, are seen to increase social involvement, also on the part of marginalized groups like the homeless and immigrants. What is largely glossed over is how this particular incarnation of the logic of quid pro quo, in placing a disproportionate burden on certain groups, such as women, single parents, and those working nights or weekends, and in lending itself to being used as a cost-cutting measure, may also produce social exclusion and supplant low-skilled jobs as it becomes more widespread.

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gnificantly, as part of its strategic emphasis on the positive side of transactional voluntary work, the report links it to other forms of communities working together to provide services such as “co-production,” “time banks,” and “service learning,” which are sometimes seen as alternatives to (neoliberal) capitalism but which in practice tend to reproduce its logic of quid pro quo, and which are easily coopted by neoliberalism (as the example of the sharing economy has shown). In addition, there is no real equivalence between schemes that can be avoided and the prospect of family members of those in care homes having to agree to help out for a set amount of time or not being able to secure a place at all. Thus, whereas the report gradually erases the question mark in its title places after quid pro quo, in the final section of this chapter I want to reinstate this question mark in order to challenge its presumed association with an inherently fair and equal exchange.

Quid Pro Quo as an Equal Substitution?

Quid pro quo is an effective rhetorical framing for the policies described above because the principle of “one thing in return or exchange for another” appears commonsensical. That the exchanged things should be of equal value is, however, not an integral part of the expression. Notably, in the Oxford English Dictionary, quid pro quo’s obsolete meaning of “one thing in place of another; esp. with reference to a medicine which is or may be substituted for another” is illustrated with a quote from 1638, stating: “The Apothecarie stealeth with a quid pro quo—putting in one dragee for another, and taking that which is cheapest.” This quote brings together, in the apothecary’s act of greed, quid pro quo’s dominant meaning as an exchange thought to be fair and pleasing to both parties, with its alternative meaning of “the action or fact of replacing one thing with another; a substitution; esp. a mistake or blunder consisting of such a substitution” extending it to comprise deception as well as mistakes and blunders. The quote also undermines any straightforward assessment of the value of what is exchanged by highlighting that different kinds of value can co-exist in the same thing. Thus, the medicine given by the apothecary may be cheaper than the medicine it substitutes, yet as or more effective in treating the patient’s ailment. Significantly, whereas both the original Latin expression and the English translation of “tit for tat” suggest (through, respectively, a grammatical and a semantic shift) that what is exchanged may indeed not be fully identical, in the Dutch version of won won heert won, the exact same term—“something”—is repeated, reinforcing the sense that the exchange can and should be one of full equality.

As Paul A. Baran and Paul M. Sweezy note in their 1966 Monopoly Capital, capitalism is dominated by the principle of the exchange of equivalents: “in their relations with each other and in what they teach those over whom they rule, capitalists are fully committed to the principle of quid pro quo, both as a guide to action and as a standard of morality.” Such commitment obfuscates how, precisely in capitalism, value is never quite what it seems to be. Thus, Marx challenges the idea that the exchange of commodities “in its normal state is an exchange of equivalents” by invoking quid pro quo as an erroneous substitution: “behind all attempts to represent the circulation of commodities as a source of surplus-value, there lurks a quid pro quo, a mixing up of use-value and exchange-value.” Later, he denounces this mix-up as a “delusion” that prevents the recognition of the true workings of capital. Marx uses the expression “quid pro quo” on four other occasions in the first volume of Capital. In Chapter 1, he asserts:

The bodily form of the commodity becomes its value form. But, mark well, that this quid pro quo exists in the case of any commodity B, only when some other commodity A enters into a value relation with it, and then only within the limits of this relation. Since no commodity can stand in the relation of equivalent to itself, and thus turn its own bodily shape into the expression of its own value, every commodity is compelled to choose some other commodity for its equivalent, and to accept the use value, that is to say, the bodily shape of that other commodity as the form of its own value.

Here, the quid pro quo indicates not a relationship of actual equivalence but one of constructed correspondence compelled by the object’s transformation into a commodity. Later, Marx notes:

the mysterious character of the commodity-form consists therefore simply in the fact that the commodity reflects the social characteristics of men’s own labour as objective characteristics of the products of labour themselves, as the socio-natural properties of these things.
Hence, it also reflects the social relation of the producer to the sum total of labour as a social relation between objects, a relation which exists apart from and outside the producers. Through this substitution [the German has "quid pro quo"], the products of labour become commodities, sensuous things which are at the same time supra-sensible or social.52

This time, the quid pro quo points to something — "the social characteristics of men's own labor" — that is deceptively reflected back to man in the commodity as that which it is precisely not, namely the "objective characteristics of the products of labour themselves" or "a relation which exists apart from and outside the producers." Two footnotes underline Marx's consistent use of quid pro quo to signify a misleading or mistaken substitution. With regard to the false idea "that in the ancient world capital was fully developed," he remarks that "Mommsen too, in his History of Rome, commits one blunder [the German has "quid pro quo" ] after another in this respect."53 Finally, after pointing out that John Stuart Mill was not, as Liebig had stated, the first to profess the law that "the produce of land increases, autem parsibus, in a diminishing ratio to the increase of the labourers" and that Mill wrongly cited this law in relation to England, Marx acerbically concludes: "It cannot be denied that John Stuart Mill owes his, at all events, 'remarkable' authority almost entirely to such quid-pro-quo's" (357, n. 246).54

Jacques Derrida, in Specters of Marx, takes up Marx's use of quid pro quo in relation to "the secret of the commodity form" (what Marx calls its "mysterious character"): This secret has to do with a "quid pro quo." The term is Marx's. It takes us back once again to some theatrical intrigue: mechanical ruse (mektane) or mistake, a stolen word indicates that what is at stake in what he conceptualizes as the spectralization of the social form of labor in the commodity form is not merely a mistaken but a treacherous substitution, like the apothecary's. He concludes:

Here the theatrical quid pro quo stems from an abnormal play of mirrors. There is a mirror, and the commodity form is also this mirror, but since all of a sudden it no longer plays its role, since it does not reflect back the expected image, those who are looking for themselves can no longer find themselves in it. Men [sic] no longer recognize in it the social character of their own labor. It is as if they were becoming ghosts in their turn.55

Importantly, this double transformation of the commodity form (from transparency to opacity) and of the workers from visibility to invisibility is obscured as it occurs. Consequently, the reflected image is not recognized as false but naturalizes itself so that the surplus-value derived from labor as a social form is objectivized into an inherent property of the commodity: "the secreted (deformed, objectified, naturalized) image becomes that of a social relation among commodities.56 This is the secret that makes it possible for the commodity to circulate as if adhering to the logic of quid pro quo as a fair exchange of equivalents.

Recognizing how the dominant meaning of quid pro quo (capitalism's public face of equal exchange and opportunity) conceals how its other meaning as a potentially deceptive confusion is much more central to capitalism's inner workings urges us to challenge quid pro quo's mobilization as a self-evident principle of fairness by the neoliberal state. On the one hand, if the substitution a quid pro quo proposes is not necessarily fair, appeals to redress the balance can be made. Thus, the quid pro quo implied in the new Dutch student loan system was used to force the Minister of Education to commit to investing all the money raised from the student loan repayments in higher education. Similarly, the obligation to "give something back" in exchange for welfare in the UK was critiqued as going against the logic of quid pro quo in providing companies and charities with free labor and making people work for less than the minimum wage; the ensuing negative publicity and boycotts led to many companies and charities withdrawing from the scheme.59 On the other hand, and more radically, the alternative meaning of quid pro quo can be mobilized to stage deliberate mix-ups like the apothecary's. One unanticipated use of the Dutch student loan system has been for students to take out maximum loans and use the money for a down payment on a house or for other purposes unrelated to higher education, thus profiting from the low interest rates and lenient repayment conditions on offer.60 While in the eyes of some this constitutes a moral perversion exceeding the logic of quid pro quo, as the Minister of Education implied when she argued that "student loans ought really to be used to study and not to do other things,"61 it in fact stays firmly within quid pro quo's alternative meaning, undoing the latter's sure- in the English and Dutch translations "tit for tat" and "voor wat hoort wat." Ultimately, what is needed to unsettle the neoliberal state's reliance on quid pro quo as a self-evident and unassailable principle of fairness and equality is not so much a fairer quid pro quo as a recognition that there is nothing inherently fair about quid pro quo to begin with.

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4. Author’s translation. For the full address in Dutch, see https://www.rijksoverheid.nl/documenten/toespakken/2013/09/17/moeneede-2013.

3. A 2005 report comparing the student loan systems of eight industrialized countries shows that the Netherlands had the lowest rate of student take-up, the shortest period after which loans were forgiven (10 years) and the lowest debt service ratio (2.6%), although, significantly, the debt service ratio for low income/high debt graduates was among the highest (5.9%). Alex Usher, “Global Debt Patterns: An International Comparison of Student Loan Burdens and Repayment Conditions,” *Canadian Higher Education Review Series* (September 2005). http://files.eric.ed.gov/fulltext/ED499859.pdf. The low take-up rate for student loans (35%) at the time was identified as a problem on the basis that, first, with around 75% of Dutch students working to supplement their incomes rather than taking out loans, study performance and study length were likely to be adversely affected, and, second, it was considered financially inefficient to prefer low-wage jobs over borrowing under generous conditions. Adam S. Booij, Edwin Leuven and Hessel Oosterbeek, “The Role of Information in the Take-up of Student Loans,” *Economics of Education Review* 31.1 (2012): 33-44.

6. The government’s response to the fact that Dutch students tended to take extra time to finish their degree was to encourage them to take out more loans, under the assumption that this would cause students to work less and spend more time studying. Research, however, showed that the effect of a higher rate of loans on hours studied per week was likely to be small. Hessel Oosterbeek and Anja van den Broek, “An Empirical Analysis of Borrowing Behaviour of Higher Education Students in the Netherlands,” *Economics of Education Review* 28.2 (2009): 170-77.


11. See https://lov.de/dossiers/studiefinanciering/terugbetalen-studieschuld/.


17. Joost de Bloois, in de naam van het Magdelenhuis, 100.


20. Notably, the seven-page parliamentary document uses the word “debt” (schuld) only once and variations of “to borrow” (lenen) only five times.


22. See Pamela Burdman, “The Student Debt Dilemma.”


25. David Gruber, Debt.


27. Ibid.


36. Inspectie SZW, “Voer wat hoort wat.”


41. The authors of the report argue that “transactional voluntary work” is not the most appropriate term, since it is more commonly used in the context of corporate social responsibility and volunteer work undertaken by employers. According to the author, the voluntary work they are talking about is different because the institution (housing corporation, school, sports club) is chosen, making the