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Living under value chains: The new distributive contract and arguments about unequal bargaining power

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Abstract

In the 1980s and 1990s, during the high-water mark of Washington Consensus development, rural sociologists and geographers critical of contract farming described contract as a legal fiction—one that imagines formally equal and voluntary relations between large firms and small farmers and hence that functions purposefully to obscure unequal social relations. Today, however, development planners, who argue for contract farming as an integral part of value chain agriculture, describe unequal bargaining power as a problem for rural development to solve. Our article analyzes how proponents have domesticated what was once a radical critique of contract farming—a phenomenon that we suggest tells of value chain development more broadly. Via a qualitative case study of India, we describe how a range of actors—development planners, state officials, and farmers—now all make arguments about unequal bargaining power and yet hold disparate understandings of what bargaining inequalities mean and what reforms should therefore follow. More specifically, we show how and why common reform proposals—for contract regulation and farmer aggregation—remain constrained by the inequalities they would challenge and thus why farmers themselves speak different possibilities to the problem of unequal bargaining power.

KEYWORDS
agrarian change, bargaining power, contract farming, India, inequality

1 | INTRODUCTION

During the high-water mark of Washington Consensus development, rural sociologists and geographers studying contract farming had a compelling critique of what it meant to live under contract (Little & Watts, 1994). Or perhaps, more accurately, they had a reliable description of what a contract was and how it was meant to function—a description consistently applicable enough that critical scholars could oppose this version of contract. In particular, rural sociologists and geographers were rejecting neoclassical contract theory, a theory that primarily asks about efficient exchange. From a neoclassical perspective, inequality is not a relevant category of analysis: Contract leaves all parties better off by virtue of the fact that they consent to exchange. As Chicago School law and economics scholar Richard Posner put it, "[t]he argument of 'exploitation' based on 'unequal bargaining power' … lacks, so far as I can see, any economic basis" (Posner, 1973, p. 24). Or as Richard Epstein explained, "inequality of bargaining power" is an "incoherent" concept (Discussion, 1988, p. 312).

Against this neoclassical perspective, in the 1980s and 1990s, critical scholars studying contract farming levelled an important form of ideology critique: They sought to reveal how social and material inequalities were being obfuscated by a legal fiction. Roger Clapp, for example, proposed to oppose "the mystification advanced by agribusiness companies and their academic idealogues" by insisting "that the contract as a legal form is an attempt to naturalize an unequal social relation and to represent that inequality as just" (Clapp, 1988, p. 33). "The contract," he further challenged, "masks the underlying relation of surplus extraction by fetishising the relation between company and farmer as one of mutual obligation freely undertaken" (1988, p. 30). Or as Little and Watts' classic volume *Living Under Contract* famously argued, contract farming means the proletarianization of "[n]ominally independent growers [that] retain the illusion of autonomy" (Watts, 1994, p. 64). Likewise, Magistro (1999, p. 143), reviewing Clapp's (1994) chapter in *Living Under Contract*, summarized "contractual relations are not reciprocal obligations of equity between grower and buyer-processor, but rather social relations of unequal exchange that are obscured by juridical forms of representation weighted in favor of the latter."

Rural sociologists and geographers thus constructed a critical, socially embedded theory of contracting that they set against a dominant view of contract that relied upon a theory of autonomy and voluntarism and that denied the relevance of power inequality. Today, however, a new generation of contract farming *proponents* fetishizes neither freedom nor equality. Instead, they too speak in the co-constitutive language of law and power. For example, the Food and Agriculture Organization analogized contract farming to "commercial legal relationships characterized by an imbalance of power" (FAO, 2018a, p. 8).

In other words, contract farming proponents now themselves incorporate unequal power as a central problem. In so doing, they have domesticated critique, rendering it tractable—a problem to be solved for contract farming rather than a fundamental indictment of contract farming. In our contribution to this special issue, we describe what we call the *new distributive contract*, a developmentalist approach to contract farming that does *not* rest on a "narrow and legalistic conception of the contract relation" or presume that farmers and firms are "equal parties" (Clapp, 1988, p. 33, 6). The distributive contract instead embraces a paradox: It teaches that everyone is made better off through voluntary exchange *and* that contract reflects the outcome of a power struggle.

We situate this paradox in a parallel shift in mainstream development thinking. In the 1980s and 1990s, Washington Consensus development orthodoxy taught that when states implement general, economy-wide rules to liberalize national markets and reduce trade barriers, efficient growth would follow. Today, what has coalesced as "value chain development" supplements gaps in this orthodox model by theorizing how growth reflects efficiency *and* also strategic power. As we describe below, value chain scholars (e.g., Gereffi et al., 2005) have advanced an analytical framework that attends to how firms are embedded in trading networks marked by "asymmetrical bargaining power" (Mahutga, 2019, p. 93). In recent years, international financial institutions and development organizations have translated this framework "from an *analytical insight* into the global economy, to *a problem that can be resolved* by development policy interventions" (Werner et al., 2014, p. 1241).

Echoing this policy discourse of value chain development, proponents of contract farming now aim to advance market-led growth but in ways that re-center the problem of unequal bargaining power. In turn, the problem of unequal bargaining power has become, we argue, a "strategically deployable shifter"—that is, a term with different uses and meanings in different contexts "so that, in effect, people using term X in a referring expression in field A are engaged in a different pragmatic activity from those using the formally identical term X in a referring expression in field B" (Urciuoli, 2003, p. 396; see Gershon, 2012, p. 124). Or to put this another way, under value chain development people who participate in contract farming—as rural development experts, regulators, and farmers—now all talk about bargaining inequalities but conceptualize them in disparate ways so that different kinds of reformist imaginations follow.

In sum, we suggest that value chain development proponents who see contract as both the problem *and* the solution to unequal power focus on the immediate relations between firms and smallholder farmers. To promote growth while recognizing inequality, they propose that states should regulate and that farmers should aggregate. These are reasonable proposals if one holds an abstract understanding of the problem of unequal bargaining power: Regulations presuppose that formal law will change discrete economic and social arrangements, and aggregation presupposes that smallholder farmers hold convergent interests and aim to cooperate.

We use a case study of contract farming in Maharashtra to unpack these abstractions—that is, to illustrate the meaning and significance of bargaining inequalities from the perspective of small farmers. Combining insights from sociolegal studies and critical agrarian political economy, we show how background inequalities in market relations and the control of land and capital constrain how the formal regulation of contract terms can induce social and economic change. Likewise, we use our case to grapple with the challenges of creating the kinds of economic and social incentives necessary to actually achieve cooperation—not least because of existing inequalities among farmers. Taking these complex bargaining arrangements seriously, in turn, points to different kinds of reformist imaginations if farmers are to mobilize the power of the state against the power of the agribusiness corporation—imaginations beyond the current value chain development model.

The article proceeds as follows. First, we describe the new distributive contract and situate it within a broader shift to value chain development as an increasingly dominant paradigm for rural development today. Section 2 pivots to India, where we outline how Indian policymakers promote contract farming as a rural development strategy. Here, we elaborate on a key tension: Some Indian policymakers advance the distributive contract as a response to bargaining inequalities yet simultaneously acknowledge limits in how the state can or will rearrange bargaining endowments between farmers and firms. The third section exposes some of these limitations via a case study of the social relations that underpin a potato contract farming scheme in the state of Maharashtra. In this case, we build on our research on contract farming and agricultural market reforms in India over the last decade (Cohen, 2013, 2020; Vicol, 2017, 2018) as well as interviews with firm actors and government officials in Satara and Pune district, Maharashtra in 2020. We conclude with reforms proposed by farmers: The famer protests in India sparked by the 2020 Farm Laws, ongoing while we write this paper, show how fleeting the moment of the new distributive contract is likely to be as a solution to the problem of unequal bargaining power.

2 | VALUE CHAIN DEVELOPMENT AND THE NEW DISTRIBUTIVE CONTRACT

The new distributive contract describes an approach to contract farming that seeks to acknowledge, rather than obfuscate, bargaining inequalities and, to some extent, seeks to rectify them. But it does so in order often to strengthen, rather than challenge, liberal capitalist exchange and agro-industrialization. In this part, we describe how the new distributive contract reflects a broader shift in development theory and practice from Washington Consensus orthodoxy to a value chain development paradigm.

Washington Consensus orthodoxy and critical scholarship on value chains (previously called commodity chains) emerged roughly in the same moment. In the late 1970s and 1980s, Washington Consensus architects championed export-oriented trade against import-substitution-industrialization, including through removing trade barriers and privatizing state-owned industries (see, e.g., Williamson, 1990). Although Washington Consensus proponents thus argued to shrink the role of the state in development policy and practice, they also focused on nation states as the relevant unit of analysis by, for example, encouraging the liberalization of national markets to expand global trade (Gereffi, 2014, p. 28).

Commodity-chain scholars rejected the premises of the Washington Consensus entirely. They presented development as an uneven outcome of the global division of labor in a "world system." Specifically, Hopkins and Wallerstein (1977, 1986) argued that by focusing on commodity chains—that is, on the processes that link the production, trade, and consumption of a commodity—analysts could foreground "the fact of unequal exchange, operating through a set of mechanisms" among states but crucially also among regions and through trade monopolies "that continually reproduces the basic core-periphery division of labor itself" (Hopkins & Wallerstein, 1977, p. 117). As it was first conceived as an analytical tool, the commodity chain thus represented a structural critique of the organization of the global capitalist economy (Bair, 2005).

In 1994, sociologists Gereffi and Korzeniewicz edited an influential volume where researchers applied the chain approach to economic development in poorer countries. Importantly, Gereffi (1994) observed a shift in the global economy from producer-driven to buyer-driven chains, as large downstream firms (buyers) were coming to control production in far flung corners of the globe.[1] But as Bair (2005, 2009) has traced, even as Gereffi and his colleagues advanced a literature that observed "that trade within [global value chains] was less about the dynamics of competitive markets than about power relationships within value chains" (Mayer & Gereffi, 2019, p. 576), this work also broke from the structuralist orientation of world-systems theory and adopted an explicit policy orientation. This work, which coalesced as *global value chain analysis* (Bair, 2009, p. 12), increasingly asked how to improve the competitiveness of developing country actors through a process coined as "upgrading" in value chains. For many global value chain (GVC) analysts, the question was not whether developing country actors should engage in globalization, but rather the terms of this engagement. "How," Gereffi et al. queried, "can economic actors gain access to the skills, competencies and supporting services required to participate in global value chains?" (2001, p. 2).

Around the millennium, as the Washington Consensus orthodoxy of privatization, deregulation, and free trade was increasingly contested, select development agencies and international organizations began to use GVC analysis for policy ends (Gereffi, 2014; Mayer & Gereffi, 2019; Neilson, 2014). But it was only after the 2008 financial crisis that GVC analysis began to mainstream in organizations such as the World Bank and the World Trade Organization (Mayer & Gereffi, 2019). Mainstreaming in part reflected efforts to reassert and repackage a framework that insists on the benefits of global trade against a resurgence of arguments for state protectionism (Mayer & Gereffi, 2019). However, mainstreaming also reflected the work of institutional insiders influenced by GVC analysis—especially its

[1]Gary Gereffi's chapter was particularly influential, where he defined three key characteristics of commodity chains: (1) input–output structure, (2) territoriality, and (3) governance structure. Gereffi identified commodity chain governance as primarily producer-driven or buyer-driven (Gereffi, 1994). In agriculture, for example, scholars have used this framework to map changes from producer-driven supply chains to modern buyer-driven value chains as represented by the increasing power of food processors and supermarkets to extract rents from manufacturers and producers (e.g., Dolan & Humphrey, 2000, 2004).

focus on bargaining power, strategy, and governance— desirous of incorporating distributive goals within domestic and global trade policy (Mayer & Gereffi, 2019). These proponents recommended, for example, public–private initiatives where states could work with lead firms and civil society organizations not only to facilitate market liberalization, but also strategically to support particular industries, upgrade weaker chain actors, and regulate exchange for socially oriented ends (see, e.g., Taglioni & Winkler, 2016)—that is, the value chain development paradigm (Cohen, 2020; Vicol et al., 2018).

Value chain development provides the context for the reinterpretation of contract farming. The 2008 financial crisis coincided with the global food crisis of 2006–2008 precipitated not only by climate change but also by global markets that facilitated food price speculation and by the effect of the global biofuel industry on food prices (Clapp, 2009; Clapp & Cohen, 2009). In the wake of interpenetrating food and financial crises, in 2008, the World Bank initiated a transformation in rural development policy that embraced a smallholder-focused value chain development paradigm. The World Bank's 2008 World Development Report proposed that agricultural trade could serve the needs of rural people who lack food security if states, development organizations, and agribusiness corporations could integrate smallholders into "the 'new agriculture' of high-value products," including through "institutional innovations such as contract farming" (2007, pp. 1 & 237).

Contract farming fits readily into value chain agriculture. Agribusiness firms now often prefer flexible and diversified modes of production to vertical integration governance models like plantation agriculture. They use contract farming to coordinate smallholder production through what the GVC literature describes as "captive governance" (Gereffi et al., 2005).[2] Agribusiness firms specify the conditions of production such as seeds, fertilizers, pesticides, and management practices, yet farmers bear the risk of production. In return, farmers are supposed to receive new skills, technologies, and access to credit—all of which should "enhance [the] agricultural productivity and efficiency of poor farmers" and, in turn, their remuneration (Asian Development Bank [ADB], 2014, p. 20). As this quotation suggests, contract farming proponents present contract as a technical institutional solution to the challenges faced by firms and small farmers (Oya, 2012).[3]

In recent years, however, contract farming proponents have *also* increasingly described contracts as arrangements shot through with bargaining inequalities. We analyzed development manuals published over the last decade to make sense of how they now toggle between liberal-neoclassical and interventionist-distributive descriptions of and recommendations for contract farming.[4] Many manuals conserve the neoclassical ideal that a minimalist state can facilitate wealth-maximizing exchange. The Asian Development Bank, for example, explains, that "[g]overnments provide the needed support to create an enabling environment" for contract farming where firms can "maximize the benefits of their investments toward inclusive and green growth" and help integrate "marginalized segments into the global economy and help them reap the gains from trade" (2014, pp. xxiii–xxiv). Likewise, contract farming manuals translate the ideal of gains from trade into the contemporary mantra of "shared value creation"—in sum, that lead firms are better off building and sustaining the capacity of their trading partners rather than immiserating them (Porter & Kramer, 2011; e.g., GIZ, 2013).

But today's manuals on contract farming do not simply make the case for enlightened self-interest. Many also explicitly invoke older sociological critiques. For example, invoking the arguments in Little and Watts (1994), a World Bank report explains that "[d]uring the 1980s and 1990s, contract farming was frequently criticized as a potentially exploitative arrangement, which favored the more powerful buyer and left the small-scale farmer and the

[2]By encouraging smallholders to work their own land, they also evade the political risks and criticisms now associated with land grabs and foreign investment in agriculture (see, e.g., FAO, 2013a, p. 45).

[3]Indeed, this presentation has spawned a literature in agricultural economics that depicts contract farming as a "win-win" relationship or, rather, that finds that contract farmers on average enjoy higher incomes than noncontract farmers growing the same crop. See references in Vicol et al. (2018). We hasten to add that several recent evaluations point to the failure of such studies to establish statistically valid causality between observed welfare impacts and contract farming participation. Methodological issues make it difficult to ascribe observed welfare gains to contract participation rather than other unobservable placement and selection effects (Barrett et al., 2012; Bellemare & Bloem, 2018).

[4]ADB, 2014, 2015; AECF, 2017; AgDevCo, 2017; FAO, 2012, 2013a, 2013b, 2018a, 2018b; GIZ, 2013; UNIDROIT et al., 2015; Wiggins & Keats, 2013; World Bank, 2014. As the World Bank (2014, p. 1) recently observed, "[t]he desire among development organizations to support small-scale producers through contract farming has resulted in a number of descriptive publications and manuals."

environment vulnerable to abuse" (2014, p. 1). The Asian Development Bank goes further, citing Little and Watts to describe how "firms generally possess more information, resources, and organizational ability than small farms. Their strong bargaining position enables them to potentially extract significant rents from smallholders, leaving them only marginally better off" (ADB, 2014, p. 11). Embedded here is a moral claim: It no longer suffices to leave your trading partner *only marginally better off*. Contracts should be *fair*—or at least manuals repeatedly highlight the problems with "contracts that are unfair" (FAO, 2016, p. 3); "difficulties in establishing fair pricing models" (World Bank, 2014, p. 1); and the importance of "ensur[ing] the producer is paid a fair price for their goods" (FAO, 2018a, p. 2) and of "develop[ing] equitable outgrower schemes" (AgDevCo, 2017, p. 2).

What reforms should therefore follow? Thus far we have traced how GVC scholars mainstreamed attention to power asymmetries to analyze global trade and development. We also suggested that GVC scholars helped set into a motion a new (paradoxical) policy paradigm: namely, that development means inclusion within a value chain as it is shaped by unequal power. But it is left to development planners and policymakers to act within this paradigm in specific sectors and economies.

For contract farming, proponents of the new distributive contract propose modest forms of state regulation. For example, in its contract farming manual titled *Making Globalization Work Better for the Poor through Contract Farming*, the Asian Development Bank encourages states to "guard against agribusiness abusing its market power" and to formulate "specific laws and regulations … for contract farming arrangements" (ADB, 2014, pp.15 & 22). The FAO proposes that states may "regulate the use of standard contracts with the aim of protecting the weaker party" (FAO, 2018b, p. 26). It elaborates: "Countries increasingly recognize the special nature of agreements between a producer and buyer, and enact specific legislation aimed at increasing certainty and transparency in these agreements, protecting the producer from unfair practices and encouraging stable relationships" (FAO, 2018a, p. 4). In other words, the state is supposed to balance power through contract regulation.

Development planners also supplement arguments for regulation with proposals for farmers to redistribute value through voluntary collective action. "The type and amount of benefits acquired by smallholders *depend largely on the strength of their bargaining power*," the Asian Development Bank for example argues (2014, p. 14, emphasis added). Hence, it recommends that farmers organize into groups to "improve the bargaining power of smallholders" (2014, p. 14). Contract farming development manuals widely repeat this claim: They present aggregation as a response to bargaining inequalities, albeit often by describing smallholders generally as a homogenous group of farmers presumed to hold convergent rather than conflicting interests (Oya, 2012).[5] "Smallholders can bargain better as a group than as individuals," the World Bank suggests, encouraging policymakers and development practitioners to "facilitate collective action through producer organizations" (2007, p. 237). The FAO (2018b, p. 49) similarly emphasizes that governments and other development actors should support producer organizations to provide farmers with a "stronger bargaining position through collective action."

Thus to summarize: what we are calling the new distributive contract begins with the tenets of market-led growth: "A successful inclusive contract farming scheme must be built on a viable and competitive business model" (World Bank, 2014, p. 11). But it cautions that "parties with vastly different bargaining power" need "a suitable enabling environment" to achieve joint gains (FAO, 2018b, p. 45). The state must therefore attempt to negotiate for a kind of economic and social bargain. It must incentivize commercial exchange, *and* it must simultaneously redistribute value in the interest of fairness and poverty reduction—*but* without ever going so far as to jeopardize firm–farmer economic relations. As the FAO characterizes this balance: "Too little public involvement may allow the stronger party to tilt the contract in their favour, while too much public involvement may render contract farming too costly and cumbersome for it to be an attractive and financially viable option" (2018b, p. 46). In the following part, we examine how the Indian state has advanced a version of contract farming that is simultaneously supposed to be a tool of liberalization and distribution.

[5]See Bernstein (2010) for a foundational exposition of the class dynamics of agrarian societies.

3 | NEGOTIATING THE DISTRIBUTIVE CONTRACT

Until recently, in India, governance of agriculture was primary left to state rather than federal regulation. Most states have enacted Agricultural Produce Marketing Committee ("APMC") Acts—initially colonial-era legislation designed to govern the first point of sale between farmers and traders that has now evolved through complex regulatory arrangements of taxes, license fees, and dispute resolution services (e.g., Harris, 1980). Despite reforms in a number of states to encourage the growth of agribusiness and corporate retail-led value chains, a significant proportion of food crops still make their way from producer to consumer through a network of public markets or *mandis* (some regulated by APMC rules, some not).[6] In these markets, farmers or trader-aggregators link up with brokers who make quick, tacit quality assessments and then auction or negotiate to sell commodities for a commission.

Large agribusiness firms require a reliable supply of raw material with particular qualities that is difficult to achieve through the *mandi* system. Hence, they desire to control and supervise production directly. Contract farming presents an alternative for agribusiness to vertical integration or corporate farming.[7] In 2000, the government elevated contract farming as an alternative to *mandis* as a policy priority in the first National Agricultural Policy, which it has since reaffirmed in all its subsequent five-year plans. In 2003, the central government released a Model Act for states to adopt to liberalize agricultural marketing that included for the first time provisions for contract farming (Government of India, 2003).[8] In 2012, the 12th Five-Year Plan discussed how various reforms could "improve [farmers'] ability to move up the value chain," signaling how value chain development had become a policy imperative (Planning Commission, 2013, p. 194).

In this part, our aim is twofold. We illustrate how Indian policymakers engaged with contract farming follow precisely the advice that development manuals proffer: namely, they encourage contract regulation and farmer aggregation. But we also illustrate how policymakers' own understandings of power asymmetries lead them to anticipate limitations in actually rearranging farmer-firm relations.

In 2018, the federal government published new model legislation for contract farming. The preface to the Model Act explains that it embraces liberal principles—for example, "facilitation in contrast to regulation" and "enabling in opposition to control" (Government of India, 2018, p. iii). As a policymaker involved in producing the Act explained,[9] the 2018 Model Act is part of a broader package of reforms advancing a "more liberalized environment for agriculture to grow as an enterprise." As such, our informant also stressed that "the incentives for the sponsoring companies [to benefit farmers] should come from the business model." This is a market-led case for contract farming: Agribusiness firms can use contracts to organize and standardize production while providing farmers an assured market as well as with seeds, inputs, and access to credit meant to improve the quality and thus the price of their product.

But even as the preface to the 2018 Model Act anticipates "a win-win framework for the two principal parties to the Agreement" (Government of India, 2018, p. ii), it disavows the liberal orthodoxy that everyone is made better off through formally uncoerced exchange. To the contrary, the preface explains that whereas existing legal frameworks for contract consider "the contracting parties as being on an equal footing" (p. ii),[10] the drafters "felt that farmers constitute the weaker of the two parties, and, therefore, needed relatively stronger legal support" (p. iii). For example, the Act creates a Contract Farming and Services Board (chapters II & III) that may propose benchmark prices for contracted produce that it categorizes as subject to price volatility (chapter V § 18 (2)) including by

[6]Although precise data are difficult to come by, it is commonly estimated that the "modern retail" sector accounts for no more than 10% of food and grocery sales. See, for example, India's food and grocery market to reach $790 billion by 2024m Consultancy.in, November 2, 2020, https://www.consultancy.in/news/3408/indias-food-grocery-market-to-reach-790-billion-by-2024.

[7]Land ceiling acts and regulations (legislated by individual states) disallowing foreign investment in farmland limit large-scale commercial agriculture in India. For example, Maharashtra's land ceiling act restricts possession of farmland to 18 acres for irrigated land capable of yielding two or more crops in a year, 27 acres for irrigated land capable of yielding only one crop, and 54 acres for dry land (Government of Maharashtra, 2013).

[8]These reforms were implemented by 22 states to varying extents, yet they inspired few officially registered contract farming schemes.

[9]Interview in 2020.

[10]The Act specifically references the colonial-era Indian Contract Act of 1872.

considering how "[t]o provide reasonable protection to the weaker party to the agreement, i.e., the producer" (chapter V § 24). Other clauses restrict how firms can reject contracted products based on quality standards (chapter V § 27 (2)), elaborate provisions for prompt payment and interest for late payments (chapter V § 27 (7 & 8)), and propose a dispute settlement infrastructure based on a principle of subsidiarity that our informant anticipated would therefore be attuned to the needs and interests of farmers (chapter VI).

Our informant described these provisions as an example of *new capitalism*. "These days," he explained, "we are all reading literature on market forces and new capitalism. The capitalism which was considered earlier as the panacea for everything … is now suddenly [seen as] creat[ing] discrimination, inequalities in the society." New capitalism means dispensing with a fiction of formal equality and providing measures to protect farmers' interests. It also means that law is patently understood as a tool to shape how actors can compete in the market. On the one hand, India's political climate is one where small farmers, although individually weak, function as a numerically powerful voting bloc, and this grants legislators a bargaining endowment in favor of redistribution (if you want to enact this new kind of reform, our informant explained, it is necessary to demonstrate support for farmers) (cf. Oya, 2012, p. 10). On the other hand, "we can't dis-incentivize companies," he cautioned, "we can't bare our kindness heart on the sleeve so much that the companies hesitate from coming. In order to help farmers, *we can only go so much and not beyond that. You have to see that*."[11] What we had to see is that even as the Model Act proposes to regulate some contract terms, it would not attempt to use state power to restructure basic economic relations.

Another official engaged in agricultural policy in Maharashtra[12] likewise described the antinomies of this developmental moment where contract farming is advanced to benefit farmers but appears to take hold only when firms hold nearly all the bargaining power. "I deliver many lectures on contract farming," he began. "It will boost processing, it will assure quality for exporters, it will boost infrastructure development … it will give fixed income to farmers." But contract farming is successful, he continued, "when there is no second option [for farmers] to sell their produce outside [of the contract]," for example, for exotics or commodities meant for export markets or capital-intensive processing where there are few robust local markets. "These are monopoly terms," he stressed. He therefore appreciated the regulatory provisions in the Model Act to make contracts less "one sided," but he simultaneously warned that "too much pampering and protecting the farmer" means that "on the actual field nothing happens."

To put this all another way, today in India, it is *proponents* of contract farming who describe it as a power-laden arrangement tending towards monopsony that can and should be disciplined by law—but, as it turns out in practice, policymakers feel only rather modestly. Policymakers therefore also recommend that farmers develop their own source of countervailing power, typically by combining to negotiate collectivity.[13]

When farmers combine into producer organizations, they reduce transaction costs for agribusiness firms, and they do so in a way that, unlike the current system of *mandi* aggregation, adds value for firms by enabling supply chain quality control and traceability.[14] But, as we have seen, contract farming proponents present farmer collectivization as a tool not only of efficiency but also redistribution. As the World Bank puts it: "the producer organization … is not simply an aggregator of produce but also a *negotiator* and manager [that] can *equalize the imbalance in power* between buyer and seller …." (World Bank, 2014, p. 6, emphasis added). As a distributive tool, farmer aggregation is also understood to ask less of the state than demands for contract regulation. As one state-level public official

[11]As the Act states: "The singular guiding factor that informed the Committee in formulating this law has been protecting and promoting the interests (land ownership, higher productivity, reduced costs, and higher price returns) of the farmers in general and small & marginal farmers in particular with a view to de-risking market unpredictability in particular. Parallelly, the Committee was guided by the necessity of incentivizing the sponsor, if the latter was to find it attractive enough to buy the market risks of a farmer" (Government of India, 2018, p. ii).

[12]Interview in 2020.

[13]The 2018 Model Act on contract farming likewise states that "Farmer-Producer Organizations … will be promoted among small and marginal farmers" (chapter V § 19 (4)).

[14]In India, farmer producer organizations can register as formal legal entities under the Indian Companies Act of 1956 and 2013 or under various state cooperative society laws. To do so, they must be comprised of and be administered by farmers and focused on activities in agriculture and allied sectors. For more detail, including a review of common challenges faced by farmer producer organizations, see Singh and Singh (2014).

engaged with agricultural policy reasoned,[15] organizing farmers into groups is a way of "negotiating with the market economy" that allows "farmers to get a better deal in terms of price" but with "less pressure on the government." An agribusiness consultant and former agricultural policy officer[16] echoed this point: rather than use law to defend farmers against industry, he argued, the farmer's "defense should come from his convening power, aggregation power. You build up his capacity, you make those farmer producer organizations strong, *let them negotiate*."

In sum, we have argued that under value chain development, contract farming proponents have assimilated what was once a radical structural critique of unequal power. Proponents of the distributive contract describe the differential capacities of farmers and firms to bargain for gains from trade, and they propose that these capacities can be influenced by the legal regulation of some contract terms and through farmer aggregation. To be sure, in a context with robust and robustly enforced welfarist state legislation and broad spread (even mandatory) farmer aggregation, observers could expect to see a different, more progressive configuration of commodity price and bargaining power. The problem, however, is that proposals for reform—meant to effectuate social change—too often conceptualize the bargaining inequalities they are designed to address rather narrowly. As the next section suggests, social and economic relations are often far less susceptible to deliberate interventions than development reformers envision because they are constrained by the very arrangements they seek to govern *and* because these existing arrangements function according to their own norms, power relations, and inequalities (Moore, 1973). Indian policymakers themselves articulated a version of this basic sociolegal insight when they doubted the practical efficacy of law-in-action, that is, of robust pro-farmer contract farming legislation. We thus use the following case to reconceptualize bargaining inequalities but through a lens motivated by core questions of agrarian political economy: Who owns what? Who does what? Who gets what? What do they do with it? (Bernstein, 2010).

4 | CONTRACT IN ACTION

Since the mid-2000s, Satara district, situated 120 km south of the major city of Pune in the state of Maharashtra has been an important site of potato contract farming.[17] The multinational agri-food firm PepsiCo established a major processing factory in Pune to supply processed snack foods to new domestic consumer markets, and several domestic firms followed suit. Satara district is now a key source of the varieties of raw potato material required for processed chips. We present data from a case study of three villages in Satara district. Between 2012 and 2014, Vicol conducted in-depth qualitative interviews with 54 rural households across three villages as well as 13 interviews with key informants and collected extensive observational data over numerous site visits. In two villages, potato contract farming is controlled by a domestic agribusiness consultancy firm headquartered in Pune. In the third village, the contract scheme is controlled by PepsiCo, which manufactures potato chips under the "Frito Lay" brand. We draw on Vicol's study (for detailed elaboration, see Vicol, 2017, 2018), supplemented with interviews with farmers involved in potato contract farming in Pune district in 2017 and with firm actors in 2020.[18]

In India, PepsiCo was an early adopter and important driver of contract farming. As one consultant explained,[19] "it was PepsiCo which [first] came to India saying we will do contract farming … they got entry into India with a promise of contract farming"—a promise, he explained, the government was soliciting. Or as a representative of a World Bank-assisted agribusiness and rural transformation project put it: "contract farming is not limited to selling and buying. It should be a package of various practices, economic support, mobile advisory message[s]."[20] It should be what farmers and development practitioners call a contract scheme.

[15]Interview in 2017.

[16]Interview in 2020.

[17]In 2006, the state government legalized contract farming by adopting a version of the 2003 Model Act (Government of Maharashtra, 2006).

[18]Unless otherwise noted, the quotes that follow from farmers are taken from the interviews conducted between 2012 and 2014. Interviews with farmers in 2017 were not from the villages in the 2012–2014 study.

[19]Interview in 2020.

[20]Interview in 2020.

In Satara district, farmers broadly described contract farming as a new way of doing agriculture entirely. The benefits of participation are offered in exchange for internalizing strict production requirements and market discipline. As the CEO of the domestic firm (a former PepsiCo manager) elaborated, "The quality standards that we are looking for is high solids of 18%+, low sugars of less than 20%, [and] less than 10% [of sugars] is high quality, a size of 40 mm+, and less than 3% of the produce should be green potato." Potatoes that do not meet these requirements are rejected by the firm. For many farmers interviewed in this study, this was the first time they engaged in such a capital-intensive, credit-based, and standardized form of commodity production, and the first time they had grown the chipping potato crop. Most had formally grown produce to sell in local markets for local consumers, and/or produced to meet their own household's consumption needs.

Contract farming thus introduces new relations of production based on credit as well as new hierarchies of knowledge. As one farmer observed: "The company fully regulates the contract scheme. They tell farmers everything to do, when to plant, how to fertilize, when to harvest, and farmers have to follow this." Many farmers linked these requirements to progress and modernization. As another observed: "There have been major changes in the way people farm in the village. People farm in a more progressive way these days. This includes using chemical inputs and having access to new information about new crops and ways of farming." Thus, rather than arms-length exchange among autonomous actors, contract farming is understood as a development scheme meant to transform agricultural practices, knowledge, and self and social relations in a moment when value chain agriculture is increasingly encouraged as a path out of poverty.

As a development scheme, however, contract farming does not "touch down" onto a social order comprised of a mass of undifferentiated "smallholders" as is often conjured in a value chain imaginary. New development projects instead confront existing patterns of differentiation and inequalities—not only between farmers and firms but also among rural households in a village. To illustrate this point, we briefly summarize Vicol et al. (2018) who used wealth ranking exercises and a household livelihood survey to construct locally grounded agrarian class categories, which are presented in Table 1.[21] The "lower group" includes those identified by Ramachandran et al. (2010) as manual workers and poor peasants, while the "best off" category is comprised of emerging and established capitalist farmers.[22] Contracts were not typically offered to the poorest households in each village and their lack of assets, including land, meant they were unable to participate even if they wished to. In fact, most households in this group reported either no knowledge of the contract scheme or not having been approached by the contract agent. These households are risk-averse and often engage subsistence-oriented production supplemented by poorly remunerated and insecure nonfarm activities.

Conversely, the best off households in each village tended to express little interest in the contract scheme. Some have experimented with the contract crop from year to year; however, they would quickly end their participation if they did not receive a good return on investment. The accumulation strategies of these households were instead focused on capital-intensive agricultural and nonfarm opportunities that they leverage through their own assets and connections, maintaining independence from contractual relations. For example, one best off farmer explained that he was only motivated to enter a contract when he had limited working capital because he could purchase the firm's inputs on credit through the arrangements provided in the contract. But with enough capital, he preferred to exit contract farming. If he wished to sell chipping potatoes to processors, buying inputs himself on the open market was cheaper.

In each village, then, it was a group of "middle farmer" households that sustained the contract farming scheme. Comprised of Ramachandran et al.'s (2010) middle and rich peasants, this group is best conceptualized as petty

[21]Agrarian class relations vary across states and regions in India—for example, in the case study villages there was no visible landlord class. The categories presented in Table 1 reflect those identified in a series of in-depth village studies conducted by the Foundation for Agrarian Studies (fas.org.in). For example, Ramachandran et al. (2010) identify four main classes in their study of three villages in Andhra Pradesh; landlords, capitalist farmers, the peasantry, and landless manual workers. The authors divide the peasantry into rich, upper middle, lower middle, and poor, based on their combination of ownership of the means of production and participation in the labour process.

[22]The category names given to each 'wealth group' reflect the names decided on by the focus group participants.

TABLE 1 Class categories in the case study villages

	"Lower group"	"Middle farmers"	"Best off"
Land holding	Landless or 1–2 acres	3–10 acres	10+ acres
Caste	SC[a] and OBC[b]	Predominantly Maratha[c]	Maratha
Dominant income source	Cereal crops (landowners). Unskilled nonfarm laboring. Limited agriculture laboring.	Agriculture. Low-skilled nonfarm activities and migration/ remittances increasingly important	Nonfarm income dominates. Some high-value agriculture. Remittances are important.
Nonfarming income sources	Casual laboring, farm laboring, and caste-based occupations	House painting, construction, truck driving, and low paid professions such as teaching.	Gold and silver shops, drug stores, professional salaried work, and government positions
Employ farm labor	No	Employ seasonal labor but struggle to access this. Labor sharing and family labor important	Yes
Estimated percentage of village households	25%	Majority	5%–15%

[a]Scheduled caste: the official designation given to the historically most disadvantaged castes in India.
[b]Other backward class: a term used to classify other socially and educationally disadvantaged castes.
[c]The politically and socially dominant landowning caste in Maharashtra.
Source: Adapted from Vicol et al. (2018).

commodity producers (PCP), those that "combine[] the class 'places,' or locations, of both capital and labor" in various configurations of assets and livelihood activities (Bernstein, 2010, p. 103; see also Basole & Basu, 2011; Harriss, 1992; Harriss-White, 2012). Such households fit the profile that the contracting firm is looking for: they have the right mix of livelihood assets and capabilities to meet the quality requirement the firm is looking for. Yet, PCP households' "'contradictory unity' of class places" (Bernstein, 2010, p. 103) mean they are subject to the pressures of both reproducing themselves as capital (through agriculture) *and* labor (typically through nonfarm activities), with many often struggling to reproduce themselves as either. In this case, middle farmers' struggle to reproduce themselves as either capital or labor means they are likely to continue to participate in the contract scheme even if it provides only marginal benefits in any one season, provided they do not face exclusion due to indebtedness and can continue to afford the necessary inputs.

Middle farmer participants were thus most likely to describe contract farming as a progressive, modern, and potentially remunerative form of agriculture, yet still *rife* with risks and inequalities. Before joining the contract scheme, many middle farmer households in each village had limited engagement with formal credit markets. Once a PCP household purchases seeds and other inputs on credit according to the terms and prices established in the contract, it is compelled to engage in competitive commodity production in order to service the debt, thereby introducing new pressures on farming as a livelihood activity. Households must prioritize production and profit rather than other livelihood goals (such as food security and education) in order to repay their loan (Vicol, 2017). As a former contract farmer explained, "If you don't achieve enough production to repay the loan, then you don't get any benefit."

Benefits, moreover, are often marginal. This is because contract prices are set in the shadow of commodity markets. According to a PepsiCo executive, the contract price is announced by the firm at the beginning of the growing season "based on the average of market sentiments" and then is discounted to reflect the transaction costs farmers are likely to save by selling to the firm rather than by bringing their goods to market. If commodity market prices rise over the course of the season, the firm will adjust the contract price upwards to track market price and prevent "side-selling." If the market price has dropped below the initial contract price at harvest, the firm honors the contract price, yet their price determination mechanism ("the average of market sentiments") ensures the contract price is closely matched to market prices. As one farmer put it: "PepsiCo controls the contract. Farmers don't have any negotiating power. PepsiCo will give a fixed price that is around market price or a bit better."

To be sure, some farmers appreciated this "bit better"—the chance to improve their material situation is why they joined the scheme in the first place. But farmers also found that the benefits did not necessarily stay stable over time. In each case study village, contract terms declined over time (what Singh, 2002 has called "agribusiness normalization"—namely, the practice of scaling back generous contract terms once the firm recruits a critical mass of growers).[23] Yields also declined over time when farmers grew the same contract crop on their land. In this case, only a select few individual middle farmer participants in each village had been able to accumulate benefits that they viewed as significant to their livelihoods. These tended to be more successful petty commodity producing households (Ramachandran et al.'s "rich" or "upper middle" peasants), typically with access to more capital, owning more land or having more extensive nonfarm income sources, and who incorporated contract farming opportunistically into their livelihood strategies. Contract farming also sent other middle farmer households backwards through processes of indebtedness bought on by increasingly arduous quality standards and rejection rates and crop failures due to adverse weather events. For the remaining participants, contract farming simply reproduced their position as petty commodity producing middle farmers.

Given these dynamics—an agrarian landscape characterized by class differentiation and, in particular, the ways in which contract price is closely benchmarked to commodity market price—what could development planners expect from the new distributive contract should its logics of increased state regulation and farmer aggregation be superimposed onto this context? First, farmers themselves doubted they could receive any contract term that was not in the company's interest. Farmers could "take it or leave it," as one described contract negotiations, explaining that there were plenty of other sellers willing to accept an even short-term marginal benefit over what they could fetch in the market. One farmer who reported that his yields had declined over several years so that his earnings had in fact begun to equal his costs, nevertheless also reported that he would advise a new farmer to accept a contract: "when the company came to the village, people were so poor." When he began contract farming, his earnings from the chipping potato enhanced his household's income.[24]

None spoke to us about state regulation of contract terms even as some did hope for more broadscale transformation. In 2017, we conversed with potato contract farmers in a moment when the arguments that precipitated the 2018 Kisan Long March mass movement were circulating locally. In 2018, roughly 50,000 farmers and landless peasants joined a march that began in Nasik and concluded nearly 200 km later in Mumbai in Maharashtra (see Dhawale et al., 2018). These marchers helped introduce a bill to Parliament that demanded that all farmers recover their "comprehensive" costs of production (including imputed costs such as family labor) "with minimum fifty percent" as an equitable profit margin.[25] The bill also demanded that this calculation be enforceable against "any trader, including a trader in any contract farming arrangement."[26] In 2017, one farmer suggested to others: "Instead of deciding over market price, [the company] should consider cost of production and their rate should be based on that … [with] some

[23]Most notably, firms tightened quality requirements, leaving farmers with increasing quantities of rejected potatoes they found difficult to sell through other channels.

[24]Interview in 2017.

[25]The Farmers' Right to Guaranteed Remunerative Minimum Support Prices for Agricultural Commodities, Bill No. 115 of 2018, p. 1, available at http://164.100.47.4/billstexts/lsbilltexts/asintroduced/533%20as.pdf.

[26]Dhawale et al. (2018) at chapter V § 17 (3). The march was led and organized by the All India Kisan Sabha, the peasants front of the Communist Party of India (Marxist). The marchers' demands centered on the full implementation of the recommendations of the National Commission for Farmers, which under the chairmanship of M. S. Swaminathan published a series of five reports from 2004 to 2006, culminating in a draft National Policy for Farmers that was presented to the Indian Parliament in October 2007. The Kisan march, through then member of parliament Raju Shetti (2018), also proposed a second bill called The Famers Freedom from Indebtedness Bill 2018. It called for a one-time and full loan waiver, reliable access to institutional credit, and debt relief for farmers affected by natural disasters. For more detail on the march, see Dhawale et al., 2018.

profit." Or to put this another way, farmers doubted that contract farming could transform livelihoods so long as commodity market price remained the principle benchmark for determining farmer renumeration.

Second, and for similar reasons, farmers doubted that voluntary collective negotiations could meaningfully change a company's alternatives and hence increase a contract farmer's bargaining power. "The company has a lot of options of where they can buy potato or recruit farmers," one farmer elaborated. "If the farmers agitate for higher prices the company will just go elsewhere." The spatial mobility of firms and large numbers of alternative sellers willing to pursue that "bit better" than the market-led farmers to anticipate that village-level collectivization would have little effect on contract negotiations.

Village-level collectivization is further complicated in practice by the agrarian class arrangements described above. Even among PCP households there are those who are more like capital and those that are more like labor. These household confront new quality standards (e.g., "high solids of 18%+, low sugars of less than 20%, … a size of 40 mm+") with different capacities and appetites for risk-taking.[27] To be sure, policymakers often point to India's successful milk cooperatives for inspiration. But much of what enables these cooperatives to redistribute price to farmers is commodity specific. Individual farmers can sell milk to a village-based cooperative and be compensated based on the quality (fat content) they provide (Baviskar & Attwood, 1984, pp. 90–91). Cooperatives can then combine qualities to create a standardized product because of homogenization and pasteurization technology. Moreover, because milk is both highly perishable and requires capital-intensive processing, farmers have incentivizes to remain loyal to a cooperative that provides cost-effective bulk processing and a reliable market (Baviskar & Attwood, 1984, p. 89). And because processing machinery must be used close to capacity to yield good profits, large and small farmers share a common interest. As Baviskar and Attwood explain: "Small farmers selling their milk to the co-ops benefit the large farmers, because they increase capacity utilization, and raise profits" (pp. 94 & 96–97).

By contrast, in contract farming for chipping potatoes—where lead firms own all of the value-added processing and marketing functions—farmers have no similar technical incentives to collectivize. The specific asset base of different farmers combined with the technical specifications of chipping potatoes make, we would venture, collective organizing very difficult. As Isager et al. (2018, p. 197) recently argued, despite idealized development imaginaries of farmer cooperation, scholars lack empirical evidence of whether and how cooperatives are actually advancing "the expansion of a benign and rewarding rural capitalism in developing countries." Isager et al.'s empirical case connects to a broader literature in India and elsewhere that points out that voluntary cooperatives under value chain agriculture are subject to their own internal politics and patterns of differentiation that cast doubt on their role as agents of redistribution (see, e.g., Day & Schneider, 2018; Ebrahim, 2000; Gray et al., 2018; Hu et al., 2017; Vicol et al., 2018; Wedig & Wiegratz, 2018).

Our case likewise anticipates why proposals for legal and social reform all too often fail to induce the specific salutary changes planners envision because these proposals function within a larger social and economic setting. More specifically, we suggested that the effects of commodity market price on contract negotiations and the class distinctions among rural households in a village make laws promoting greater contract regulation and policies promoting farmer aggregation likely more anemic than we suspect they appear to value chain development proponents at first glance. We remind readers of Weber's observation:

> In an economy based on all-embracing interdependence on the market the possible and unintended repercussions of a legal measure must to a large extent escape the foresight of the legislator simply because they depend upon private interested parties. It is those private interested parties who are in

[27]Likewise, a horticulture farmer in Cohen's (2013, p. 69) study in West Bengal summarized (at least part of) the challenge, observing how farmers with different resources and capabilities—who have long sold different quality commodities to local markets—would need to produce the same standardized products to negotiate collectively:

> Say that Reliance [a large domestic retail corporation] comes to our [village]. And, out of ten families, maybe five families produced good vegetables of good quality … and they agreed [to contract] …. But the others will say I do not have that good quality produce. We'll sell it in the [local market], we are not interested in going for Reliance. So you cannot expect unity among them, no? It's very difficult to get.

> a position to distort the intended meaning of a legal norm to the point of turning it into its very opposite, as has often happened in the past (Weber, 1954, p. 38; see Moore, 1973, p. 721).

But whereas Weber described legislators as holding an "ideal" interest that may lead them to misapprehend the effects of their regulatory interventions in the economy (Weber, 1954, p. 38), the Indian policymakers we encountered were themselves critical analysts of "[t]he limits of the actual success of legal coercion in the economic sphere" (p. 37): "we can't bare our kindness heart on the sleeve so much that the companies hesitate from coming," recall our informant's caution.

5 | CONCLUSION: ARGUMENTS ABOUT UNEQUAL BARGAINING POWER

Dan Danielsen and Jennifer Bair recently expressed "deep skepticism" about "an emerging consensus among mainstream GVC scholars and policymakers that the most promising (and perhaps only) path to development today is via participating in, and ideally moving up the value chain." They called for critical scholars to reveal how legal arrangements enable and sustain "the current asymmetrical distributions of resources, rents, and power" so that "new strategies for resistance, solidarity, and distribution intervention" may follow.[28]

Today, however, all sides describe contract farming not as a voluntary relation among juridical equals as much as an asymmetrical legal relation shaped by unequal bargaining power. Hence, we think Bair and Danielsen's crucial call should be pulled apart and intensified. It no longer suffices for critical scholars to argue "that the contract as a legal form is an attempt to naturalize an unequal social relation and to represent that inequality as just" (Clapp, 1988, p. 33). Mainstream GVC perspectives have already restructured this familiar reproach of neoclassical contract theory, wilting a dependable left critique of contract farming. Indeed, beyond India, we see proposals to address unequal bargaining power among states pursuing contract farming in Africa,[29] Latin America,[30] and Asia.[31] In these contexts too, critical analysts may find that arguments about bargaining inequalities function as strategically deployed shifters—enabling proponents and critics of contract farming to advance different normative and practical reforms by invoking a similar problem. Or at least we have argued that critical scholars must now also unpack the varieties of meanings that reformers intend when they speak, rather than deny, the problem of unequal bargaining power.

And yet we wish to conclude by observing that in India, the moment of the new distributive contract appears already to have come and gone. In 2021, what we have is not a partnership among the central Indian government, farmers, and agribusiness corporations where everyone is participating in a chastened form of capitalism. Rather, we are witnessing unrelenting farmer-led mass mobilization against a trio of laws enacted in 2020—laws understood by many farmers to reflect an alliance between the Hindu nationalist Bhartiya Janta Party (BJB)-led Indian government and large corporations against their interests. These 2020 laws remove caps on the amounts of commodities market actors can hold; facilitate direct sales between farmers and corporations outside of the regulated *mandi* system; and streamline rules for contract farming—now largely without the distributive language of the 2018 Model Act describing farmers as the weaker party (see Government of India, 2020). Farmers read these rules as together part of a broader state retreat from the principle of public price supports—a principle many wish to radicalize and expand. They have organized a sustained campaign of long marches and protests, declaring they will remain on the streets "until Modi repeals his agricultural reforms or until he loses his 2024 reelection bid, whichever comes first" (Patel, 2021).

[28]Dan Danielsen & Jennifer Bair, The Role of Law in Global Value Chains: A Window into Law and Global Political Economy, LPEProject.org, December 16, 2019. See also The IGLP Law and Global Production Working Group (2016).

[29]For example, Ethiopia (Government of Ethiopia, 2003), Ghana (Ministry of Food and Agriculture, 2018), Kenya (Parliament of Kenya, 2018), and Malawi (Government of Malawi, 2016).

[30]For example, Panama (National Assembly of Panama, 2011).

[31]For example, Cambodia (Royal Government of Cambodia, 2008) and the Philippines (Congress of the Philippines, 2017).

The new distributive contract envisions harmonious social and economic relations. Its proponents describe a rewarding and developmental form of capitalism based on principles of fairness and inclusion. And yet this potential for value chain collaboration hardly characterizes India's political present. On the one hand, state actors have enacted laws promoting greater market liberalization. On the other hand, farmers have organized mass political mobilizations. That value chain collaboration does not now appear capable of mediating these two antagonisms is, to us, unsurprising. The new distributive contract responds to what was once a radical, structural critique of contract farming through under-specified means. It invites actors with disparate interests to converge on a project to manage bargaining inequalities. Yet it keeps the meaning of this phrase sufficiently flexible so that these actors can proceed without necessarily needing to confront the underlying relations, background rules, and forms of social and economic organization that create and sustain these inequalities. Hence, however well-meaning the distributive turn may be among value chain development proponents who have read their Little and Watts, it strikes us as enabling a different kind of obfuscation.

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DATA AVAILABILITY STATEMENT

The data that support the findings of this study are available on request from the corresponding author. The data are not publicly available due to privacy or ethical restrictions.

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