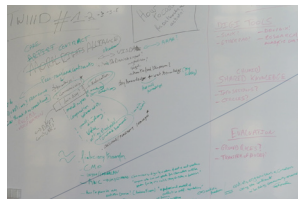
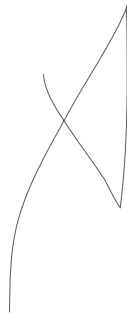


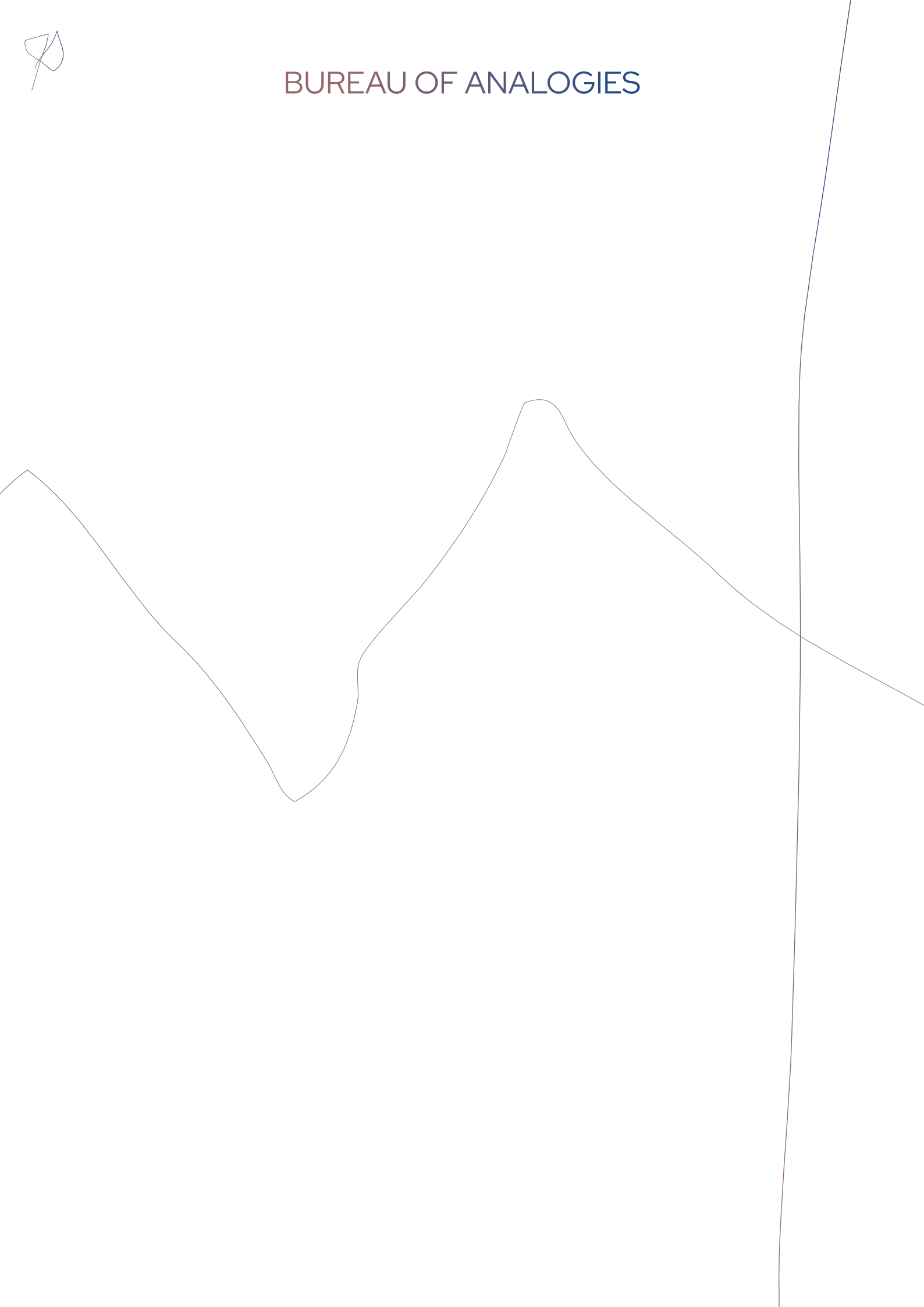
# BUREAU OF ANALOGIES



JENS VAN LATHEM, SCOTT WILLIAM RABY, TOBIAS VAN ROYEN




# BUREAU OF ANALOGIES



The Bureau of Analogies is an exploratory art and legal project laying the groundwork for a new interdisciplinary practice.

The Bureau of Analogies (or BOA) consists of lawyers and artists who are working across both disciplines to rethink law from the perspective of art, work within the art sector from a legal perspective, and develop hybrid practices from these combined interactions.

 In doing so, the normative notions of what constitutes a law firm, a legal practice, an arts interest organization, an artistic collaboration, a socially engaged work, a conceptual approach, and performative public practice are rethought, expanded, and questioned.

There are some key values, factors, and tendencies that underscore the Bureau of Analogies' current practice. At the core of the Bureau of Analogies is the interdisciplinary aspect of lawyers and artists coming together and working at the intersection of both disciplines. Stated differently, the Bureau of Analogies' aims are to:

- produce both real, functional legal documents, advice, and practice
- rethink the forms and formats for legal practice in relation to its aesthetic, social, spatial, contextual, and pedagogical qualities as an expanded form of artistic practice.

By critically and creatively engaging with “legal design” questions—aesthetic quality, collective authorship, site of production/reception, law as subject matter, mediation techniques, etc.—the Bureau of Analogies seeks to work in both art and legal contexts simultaneously.

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Through a blend of different forms and formats: creative contracting, collaborative writing, public discussions, on-site investigations, performative interactions, and so on, the Bureau of Analogies utilizes collective knowledge of law for the art sector, specialized art historical understanding around legal cases, and expertise on artist contracts to produce new legal and artistic practices. An important underpinning of these merged artistic and legal aims is a humanistic approach to law, where law can be seen through the lenses of human or social sciences, organizational practices, activism, and more. The project takes the position that law can capture (r)evolutions in society as well as imagine a new society through legal frameworks. Therefore, working towards socio-political and economic amelioration—or stated differently, using the law to rearrange society toward better and fairer power imbalances is paramount—such as in the practice of labor law, author’s rights, social security law, and civil rights.

However, this is not done from a distance in either legal or artistic practice, but rather through producing research, interactions, engagement, conversation, and mapping on-site and in-context. Only in relation to these principles, and by taking locations, communities, case studies, and invitations as points of departure for discovery and investigation over time, can the ambition for interesting, relevant, and meaningful legal, artistic, and subsequent hybrid practices occur. Another crucial technique that relates to the Bureau of Analogies’ methodology is appropriation, in which aspects are borrowed from different legal and other realms and applied in creative, subversive, and novel ways elsewhere. This subsequently inspires the name the “Bureau of Analogies”.

The Bureau of Analogies utilizes analogies as a point of departure to recuperate, recontextualize, and re-imagine existing legal and socio-economic frameworks to transfer knowledge and practice into the art sector from elsewhere and vice versa. Furthermore, using legal analogies is not an ideological approach in this instance, but rather a starting point for interdisciplinary and hybrid approaches. For example, if the precarity of the art worker and the existing legal solutions instrumentalize the art sector as a laboratory for short-term contracts and unpredictable income profiles, why can't the art sector itself not recontextualize other existing legal frameworks to ameliorate art workers in a broader societal context?

As such, research into language mechanisms—whether from a legal, tax, socio-economic, or similar nature in the non-artistic sectors—can open up transferable models and inform new approaches. The Bureau of Analogies seeks to create new (legal) analogies that change narratives and bridge the gaps between these different sector specific language infrastructures. An example is the “football club analogy” for art institutions, where certain football clubs in Belgium are incentivized through their tax status to invest in youth players – why couldn't a similar tax structure be utilized for art institutions in relation to emerging artists? In the process of defining the BOA's methodology, analogies play a key role in creating a playing field to reimagine and recontextualize the researched frameworks and jargon. By creating paradigm shifts in hacking these analogies to rethink and reframe the institutional relationships in the art sector, the above mentioned tax proposal could be described in the analogy of *The Art Institution as a Football Club*.

The practice of using analogies varies greatly from the legal practice of comparative law. The analogy method is not primarily a comparative study of different legal systems, and thus differs in output from THE ARTIST'S RESERVED RIGHTS TRANSFER AND SALE AGREEMENT (ARRTSA) by Seth Siegelaub and Robert Projansky. Perhaps the most famous example of an artist contract, The ARRTSA re-used already existing legal frameworks from continental Europe (resale rights, moral rights, etc.) and applied them in an American context. However, the ARRTSA didn't bridge the gap between sectors and their prevailing language structures, nor did it open up an ongoing process of advocacy where art and other sectors find common ground on policy changes. Therefore, the study of comparative law alone doesn't allow us to come up with useful analogies such as: the art institution as a football club, the artist contract as a foster care agreement, or the **artist as a consultant or service provider**.



The Bureau of Analogies has its roots in the legal practice of TWIID (Tobias Van Royen, Jens Van Lathem, and Robin Goossens), the artistic research of Scott William Raby, and their collaborative practice and project-making which began in 2021. TWIID has primarily been working as a legal advisory within the art and cultural field in Belgium, with a.o. a focus on the contemporary art sector. Most notably, they authored a contract for the Endless Exhibition at Kunsthall Ghent in 2021, which took foster care as the primary legal analogy for rethinking the relations between artworks, artists, and institutions. By repurposing foster care as a working legal trajectory in relation to artworks, this allowed for a new set of considerations to be legislated putting care, social/personal responsibility of those in power positions, and institutional culpability more into focus in an artistic context as they are in traditional foster care agreements. Artist Scott William Raby has been working with law, legality, and legalese as part of his artistic practice for many years. He was previously working on an artistic PhD at Goldsmiths focusing on the artist-authored contract as a potential source for different forms of socio-economic and geo-political ameliorations, experiments, and performativity especially within the hegemonic framework of global capitalism.

CONTEXT



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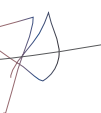
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These mutual experiences have laid the groundwork for their interdisciplinary collaborative work, most recently in different contexts in Denmark and Austria. In the project “A Foster Care Agreement for Artwork & the Search for New Legal Analogies” with f.eks., they conducted interviews, mapping, workshop based interactions, collective contract writing, and used TWIID’s “Foster Care Agreement for Artworks” to co-develop new legal analogies with artists and a public tailored to the concerns and interests relevant for the art sector in Aalborg, Denmark. The prep work for this interaction included interviewing lawyers in different arts organizations across Denmark such as VISDA (a CMO for intellectual property rights in the arts) and the Danish arts interest organizations BKF and UKK. This crucial prepwork was a stepping stone for, along with UKK, TWIID, and Scott William Raby, to also present their research in Copenhagen to collaboratively rethink with UKK the work of an arts interest organization more broadly in the Danish art sector. TWIID, artist and former UKK chairperson Maj Horn, and Scott William Raby have now initiated with BKF, a cooperative rethinking of the standard contracts used across the art sector in Denmark for the first time in nearly a decade taking inspiration from these previous practices.



The Bureau of Analogies has been exploring the legal and organizational character of artistic work in Vienna since July 2022 as part of the project “What Would Artist’s Do?” The purpose of this research was to begin exploring the social, economic, and political terrain of the art sector to gain insight into its specific legal norms and values. This will inform their ability to work in a Viennese setting developing further practice, analogies, and tools in relation to artists as consultants. Their work across Belgium, Denmark, and now Austria has revealed the importance of gaining localized sensibilities, since although ultimately (in Vienna) the legal context is governed by EU law, every EU country has different municipal, regional, and national codes, norms, and language which necessitate working on-site, in context, and through collaboration with a wide variety of partners in order to produce sound legal practice. Therefore, the Bureau of Analogies’ work in “What Would Artist’s Do?” has been carried out by engaging in a series of public and private interactions with artists, curators, students, community organizers, galleries, museums, and other art actors to map their perspectives on artistic work and their working relations within the art sector.



The invitation to collaborate with the Artist Project Group on their development of artistic consultancies and service provision is quite fitting since it is easy to recognize the need to create new artistic legal tools for the continued development of artistic services and consultancy. The proposition of the artist as a consultant or as a service provider also motivates and inspires the creation of new legal infrastructure within the ambition to develop more frequent and familiar frames for artists to engage with traditionally non-art institutions in new ways. This was one primary conclusion taken away from the conference and symposium “Artist’s Have the Answers?” that Artist Project Group hosted in Vienna in late 2021—the need for a new set of infrastructures that would support the artist as a consultant.

This legal infrastructural “toolkit” might include, and is not limited to:

- NDA’s (non-disclosure agreements);
- royalty / loyalty, licensing agreements;
- general terms and conditions; service agreements,
- codes of conduct; codes of ethics;
- minimum artist fee standards;
- sensitivity training initiatives;
- diversity, race, and discrimination standards;
- human rights and care standards;
- on-call criminal defense and advisory (for activist practices);
- broader advocacy for improved legal structures in the field (e.g. standard agreements, codes of conduct, etc.);
- NIL (name, image, likeness) protection;
- and much more.

To understand the relationship between legal practice, analogies, and tools, the Bureau of Analogies has compiled an introductory list of questions that help frame and understand what an artist as consultant or service provider might need to consider. Furthermore, these questions are paired with an example of creative contracting or strategic legalese mostly from the contemporary art sector. This is to help facilitate the thinking of new analogies in relation to the previously described different legal tools.

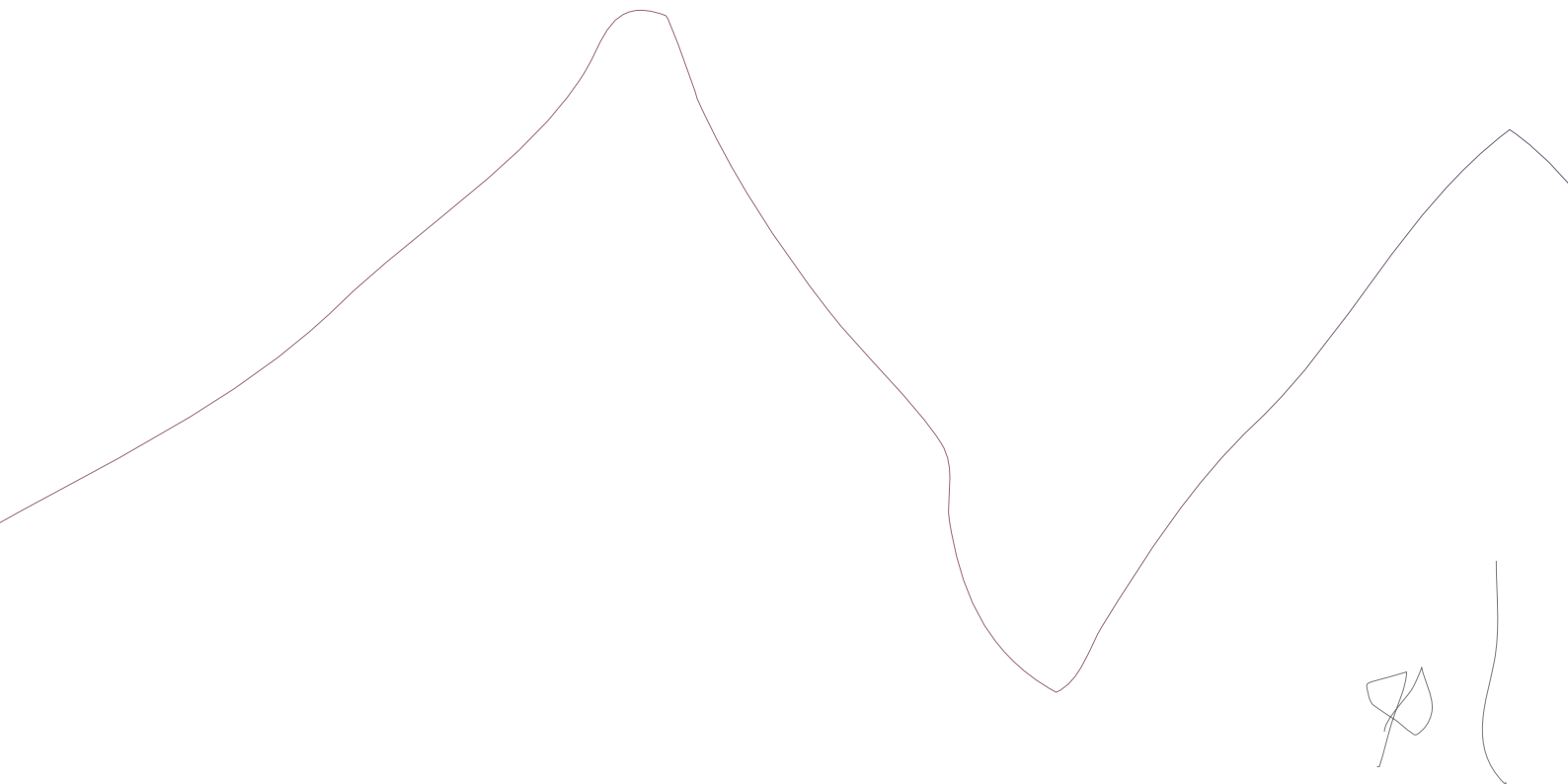




**How do we develop the necessary  
legal practices, analogies, and  
tools for artists as consultants  
and service providers without  
increasing unnecessary  
bureaucracy?**

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>

> -If you do use these documents, how long have you been using them? Do you find them effective, and useful? Are they overly burdensome? What are your thoughts about using such documents?

I have been using this approach since my initial conversations with Daniel Buren in 1972. They are no more or less effective as the party[s] involved. Mine are simple, but contracts the likes of Seth Sigelaub's can be... one such example being Hans Haacke who's uses it to the extreme.

If you're asking whether I legally follow through, the answer is yes - I have had to sue for my rights... sometimes to successful ends, other times not.

>

> -If you don't use such documents, do you think they would be a good idea, interesting, or problematic, etc. for artists to use? What are your general thoughts on their speculative possibilities, if any?

Given the Marxist foundations of labor and exchange, which these contract are based upon, it is incumbent upon one's socio-political position to consider them...

>

> If you have used any such contract documents, if we discuss the terms of how it would be used, would you consider emailing/sending me a copy of one for research purposes?

The institutions I work with form 'contracts' with interesting legalese, but this would not be informative. What I can say, however, is that I find contracts the nature of Seth's not only burdensome but unnecessarily overreaching and, over controlling to the point of being shortsighted: controlling not only the present, as well as, the future conditions of a project, has the tendency to limit the ability of a work the open-up to certain complexities and contradictions that makes for richer results down the line. Once again, Haacke is a good-bad example of how to stifle a work.

>

> -Also, on another note, a question about if you know of Michael Asher's use of contracts. My research indicates that he has had to do some legal maneuvering or utilize legislation in the process of realizing works/projects. Do you know if Michael used a specific contract document to legislate the terms and conditions of his works? If so, do you know who would be an authority of such matters whom I might be able to discuss the implementation, terms/conditions, etc. about how he used contracts with?

Try the Michael Asher Foundation...



- Included provisions limiting and controlling the circumstances under which the work could be reconceived for another site
- Requirement for consent from Asher for assignment or transfer of the work
- Ownership by the artist of any drawings, documents relating to the work
- Paragraph outlining the degree to which Asher's other work might or might not resemble the commissioned work.<sup>88</sup>

- Contractual Agreement to serve as a template for all of his future negotiations concerning exhibition, transfer, and sale of work

- Why did he draft it?

- In response to Gallerist Heiner Friedrich's attempt to sell an installation work of Asher's to a number of different collectors (Guiseppe Panza di Biumo) in which Asher immediately terminated relations with Friedrich as a dealer of his work<sup>89</sup>

- Because of this, Asher realized that a further discourse was necessary to account for the specific material and temporal interests - (a contract was necessary)

- Writing the contract became a way for the artist to think through the parameters of his artistic practice<sup>90</sup>

- Also, began writing it in response to Guiseppe Panza di Biumo commissioning Asher to make a work for his Varese property and collection in 1975.<sup>91</sup>

- How did it work?

- The contract stipulated:<sup>92</sup>

① - Detailed fee structure, in excess of the materials to produce the project

② - All drawings descriptions, and ephemera remain the sole property of the artist

③ - The collector (di biumo) must recognize extent to which the commissioned work might be developed further in future works by Asher

④ - Artwork may be moved by reconstructing it at a new and different site, provided it is completely dismantled and rendered unrecognizable at its prior site

- If this occurs, Asher will consider Reauthenticating the work but he needs to be present and compensated to do so

⑤ - Owner shall have no rights to duplicate any of the installation of the work

\* Installations may be moved but only if it is dismantled first at its current site

- That is, it can't exist in two places at once

\* Removal and Duplication are not allowed in Asher's work

\* ASHER'S CONTRACT CRISIS FOR EXTRAORDINARY SHIFTS IN THE POSITION of ART  
\* ALSO, RAPIDLY ATTEMPTS TO SHIFT NATURE of ART PRODUCTION from THAT of PRODUCTS of COMMUNITIES to PRODUCTS of SERVICES

<sup>88</sup> Ibid, Pg. 53.

<sup>89</sup> Stone, Eric Golo. *A Document of Regulation and Reflexive Process: Michael Asher's Contractual Agreement Commissioning Works of Art (1975)*. Art&education, Art&education.net. Los Angeles, USA. August 12, 2011, Pgs. 1 - 2.

<sup>90</sup> Ibid, Pg. 2.

<sup>91</sup> Ibid, Pg. 2.

<sup>92</sup> Stone, Eric Golo. *A Document of Regulation and Reflexive Process: Michael Asher's Contractual Agreement Commissioning Works of Art (1975)*. Art&education, Art&education.net. Los Angeles, USA. August 12, 2011, Pg. 3.

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**How can we reimagine sales contracts  
when the artworks are consultancy  
services?**

How does the artist as consultant  
relate to fair pay for artists? Can  
creating consultancy formats  
increase artist's ability to be  
remunerated fairly for their work?

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## D R A F T

To:-

Dear Sir,

I am writing to confirm the arrangements agreed between  
Ltd. ("the Company") and APG at our meeting  
on .

1. The Company will grant a Fellowship to ("the Artist") to last for a period of one calendar year commencing
2. The Company will pay the Fellowship Award of £ in instalments as invoiced by the artist - the first instalment to be made at the commencement of the Fellowship.
3. The Company will pay to APG at the commencement of the Fellowship a commission of 15% on the Fellowship award.
4. The Company has nominated as a linkman who will look after the Artist's needs, making arrangements for
  - (a) the Artist's brief;
  - (b) insurance to cover the Artist's activities;
  - (c) technical advice and assistance;
  - (d) materials and facilities;
  - (e) any necessary travel; and
  - (f) any further matters thought desirable.
5. The Artist will work for the period of the Fellowship, and after, if necessary, preparing for the Hayward Gallery exhibition, within the terms of the brief agreed with APG - or any modification thereto arranged with the linkman after consultation with APG. It is understood that the artist is not committed to devising any work of art, product or idea.
6. It is agreed that all rights in any work of art, product or idea devised during the period of the Fellowship shall



THEREFORE :

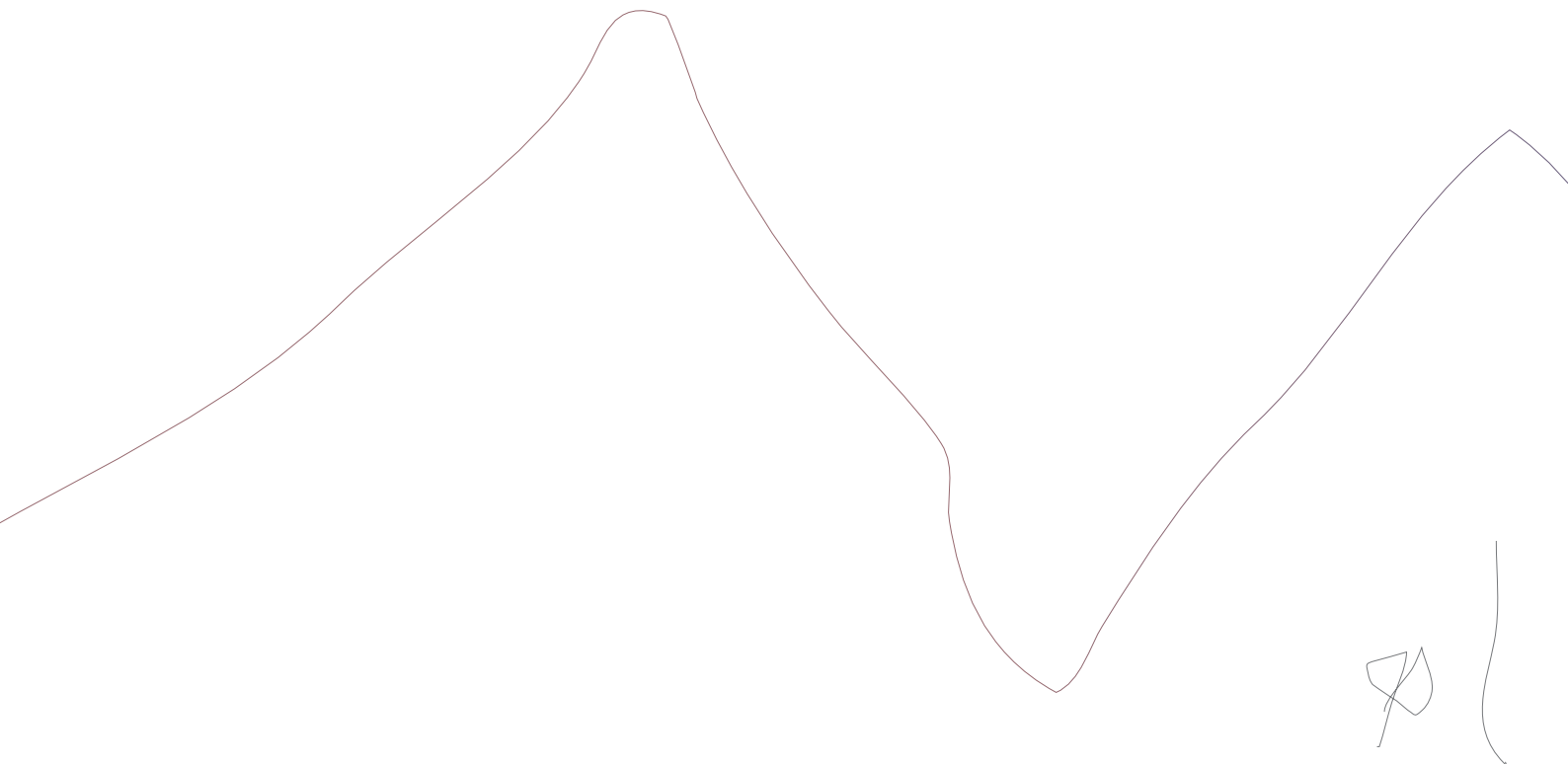
- a) The owner of the work to which this notice is attached will not reproduce or allow to be reproduced by any means, photographic, cinematographic or other, the work concerned without previous written authorization from Daniel Buren.
- b) Any public exhibition of the work described in this notice, in any context whatsoever, is forbidden without previous written authorization from Daniel Buren. This also applies to any public sale of the work.
- c) Any reproduction or exhibition, in any place whatsoever, of this notice, with or without the work to which it is attached, is forbidden without previous written authorization from Daniel Buren.
- d) The owner of this notice, in order to transfer the work described in it, must simultaneously declare to Daniel Buren the name and the address of the transferee so that the transferee can receive a new notice and sign the detachable coupon. Should these conditions fail to be met, the owner of this notice could not claim to have transferred a work attributed to Daniel Buren.
- e) In the event of the death of the owner of this notice, the latter's heirs will be bound to respect the terms of the notice and must inform Daniel Buren without delay, sending him the notice so that a new one may be issued; the new owner(s) must then sign the detachable coupon.
- f) The clauses of this notice will remain in force for a period extending to fifty years after the death of Daniel Buren. The direct successors of the latter will be entitled to control observation of the clauses. These terms, however, cannot in any way restrict the rights given to heirs by law, regulations or custom.
- g) After Daniel Buren's death, any transfer of the work described in this notice will require the payment to Daniel Buren's heirs a sum equal to fifteen percent of the agreed sales price at the expense of the seller.

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20  
Is it essential for the artist as consultant or service provider to protect the extra value they produce for a third party if their services are effective beyond the scope of an assignment? If so, how?

**Contracts work best in the art sector if there is an infrastructure in place to facilitate their usage—how can arts organizations mediate extra institutional activities, such as consulting?**

2

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ore space needed to fill in / have discussion  
missing

## Exhibition Agreement UKK

- Add introductory section about working conditions, sustainability, care, transparency...
- Add an introductory “subject of agreement”
  - Give a very brief and clear summary about the agreement
  - “The subject of this agreement is to determine the rights and obligations of the parties in the context of the exhibition “.....” planned by the Organizer (hereinafter referred to as the Exhibition). “
  - Context of the exhibition
  - Which works will be included in the exhibition?
  - Will the artist create new work for this exhibition?
  - If more details need to be agreed on after the signing of the agreement, how will this happen? Through e-mail? Annexes to the contract? When at the latest will this happen?
- Exhibition description
  - A description of the exhibition location
  - What obligations does the organization impose regarding the use of the space?
  - What obligations does the artist impose on the organization concerning the installation of the work?
  - If it's a group exhibition:
    - A list of the artists, in annex?
    - When will the names of these other artists be known?
    - Which part of the space the artist is entitled to?
  - Add details on how the Installation period will be arranged – is the artist present? – what are the technical guidelines? – is there maybe a remuneration for the installation/ dismantling for the artist?
  - When can the artist visit? / when is the exhibition open?
  - How will the name of the artist and title of the work be presented in the exhibition?
- PR and communication
  - Which communication materials will the artist deliver to the organizer?
  - In what territory and for how long will the organizer use this material?
  - Will the artist have a final check on promotional materials / photo documentation being used?
  - Can the communication materials be licensed to third parties?
  - Is the artist allowed to use the promotional material made by the organizer?
  - Is there remuneration for the availability for promotion of the exhibition?
  - How will the name of the artist and title of the work be presented in the communication?
- Events and activities
  - Vernissage with costs paid by Organizer
    - Food and drinks
    - Dinner
- Economy
  - Is the remuneration linked to quantity of works shown, wage for work...
  - Accommodation costs
  - Are there instances where the artist receives payment before the exhibition closes?

Whereas the Artist and Foster Parent appoint a Family Council, and explicitly assign the Family Council the prerogative of exercising supervision over the tasks of the Foster Parent; acting in any matters of interpretation relating to the present agreement or intervening in a dispute between the Artist and the Foster Parent. The Family Council will at all times decide in the interests of the upbringing, maintenance, custody and care of the Artwork;

Whereas the deed of foster care will be submitted to the Family Council for affirmation, and will be reviewed against the option and intention of the Artist and the capacity of the Foster Parent to transfer and take on, respectively, the foster parentage in the interest of the Artwork;

Whereas the Artist and the Foster Parent acknowledge that the foster care can be ended or temporarily suspended whenever the interest of the Artwork so requires;

*agree as follows:*

#### **OBJECT OF THE CONTRACT**

##### ***Foster Care***

1. The object of this agreement is the transfer from the Artist to the Foster Parent of the custody, care, upbringing and maintenance obligation of and over the Artwork in the context of 'The Endless Exhibition'.

Foster care must be understood as the definition in article 475bis of the Belgian Civil Code (BCC), being:

*"maintenance, upbringing and enabling to earn a living"*

For the interpretation of this agreement, the Parties agree that upbringing and enabling to earn a living means including the Artwork and exhibiting it in the "Endless Exhibition" and, by way of the "Endless Exhibition", further presenting and promoting the Artwork, all in the interests of the Artwork.

##### ***Right of custody and maintenance obligation***

2. Pursuant to article 475quater, second paragraph, BCC, for the duration of the agreement, and limited to the Artwork's stay with the Foster Parent, the Foster Parent will exercise the 'right of custody'. The right of custody gives the Foster Parent the discretionary right:
  - To keep the Artwork with the intention of nurturing it.
  - To make choices (including fundamental choices) about the upbringing and exhibition of the Artwork.
  - To exert supervision of the relationship of the Artwork to the public, social media and other Artworks over which the Foster Parent exercises the right of custody.

The Foster Parent undertakes the obligation to, in the exercise of its right of custody, take due consideration of the principles and guidelines set out in articles 8 and 11 of the present agreement. The Foster Parent will also be held liable in the event of the loss or disappearance of the Artwork, and the costs associated therewith, excepting in cases of force majeure.

3. The upbringing and enabling to earn a living means that the Foster Parent undertakes the obligation to bring the Artwork into contact with visitors to The Endless Exhibition and in the context of The Endless Exhibition to make the Artwork known and to promote the Artwork, regardless of medium, without this being detrimental to the interests of the Artwork, the Artist, the Foster Parent or other Artworks.

With this obligation in mind, if so agreed by the Parties in article 8, all information to be provided, including promotional material and curatorial texts, will be reviewed with the Artist.

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How can artists as consultants or service providers reframe, rewrite, or expand the idea of consultancy and service providing to include more artists and practices into this notion?

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**How do we consider the ethics  
and values of artistic consultancy  
or service provision—who do we  
consult with and why?**





c. **Written material:** The Artist shall supply a bound publicity packet of selected articles and critical reviews at duplication cost. The Dealer may duplicate additional copies of this packet in the same bound format at his or her own expense, or purchase additional copies at duplication cost from the Artist.

d. **Visual reproductions:** The Dealer shall supply visual images of the Artist's Work(s) in the form of slides, photographs, or 4x5" transparencies to meet all of those requests from the public which are made directly to the Venue and shall pay duplication costs for this purpose.

i. **Previously exhibited Work(s):** The Artist shall supply to the Dealer one slide reproduction or 4x5" transparency of each previously exhibited Work at her own expense. The Dealer may make additional duplications and/or newly photographed images of said Work(s) (for example, in installation shots in the Venue) at his or her own expense, provided that he or she supplies one copy of each newly photographed image to the Artist.

ii. **Premiered Work(s):** This category includes both newly produced work and also older work which has not been exhibited previously. The Dealer shall pay the costs of photographing at least one image of each premiered Work, and of supplying to the Artist at least one slide reproduction or 4x5" transparency of each image photographed.

iii. **Artist's work(s) not exhibited at the Venue:** At the Dealer's request, the Artist shall supply to the Dealer at cost one visual image of each of any other of the Artist's work(s) not exhibited at the Venue. The Dealer shall duplicate these at his or her own expense as needed to meet requests from the public made directly to the Venue. Alternately, the Dealer may redirect such requests to the Artist.

e. **Advertisement:** The Dealer shall pay all costs of magazine, journal, newspaper, or other periodical advertisements.

6. **SALES:** The Dealer is nonexclusively entitled to promote and sell both Work(s) exhibited in the Dealer's Venue, and also other work by the Artist not so exhibited, at the appraised market value. All sales made by the Dealer are subject to the following conditions:

a. **Appraised market value:**

i. **Previously exhibited and older Work(s):** The appraised market value of previously exhibited and older Work(s) is that which is listed in the Artist's inventory. These amounts may be adjusted by agreement between the Artist and the Dealer in advance of the opening of the exhibition in the Dealer's Venue.

ii. **New Work(s):** The appraised market value of newly produced Work(s) is that decided upon by agreement between the Artist and the Dealer in advance of the opening of the exhibition in the Dealer's Venue, and henceforth recorded in the Artist's inventory.

b. **Discounts to Purchasers:** No single work by the Artist shall be sold by the Dealer at a percentage discount of its appraised market value under any circumstances, since it is already subject to the 50% Off Black Artists Discount and the 25% Off Women Artists Discount. The Dealer may offer a 15% discount on blockage sales of three or more works sold simultaneously to the same purchaser.

c. **Shares of Proceeds:** The Artist shall receive 60% of the appraised market value of any individual work by the Artist on the Dealer's sale of said work. The Dealer may subtract from this amount the cost of framing the work, if applicable. The Dealer shall receive 40% of the appraised market value on the sale of said individual work. The same formula applies to all work sold in blockage amounts of three or more.



### **OBLIGATIONS OF THE ARTIST**

- 3.1 The Artist shall use all reasonable endeavours to provide The Work/Research.
- 3.2 XXX (concept, documentation etc.)
- 3.3 XXX (public talk etc.)

### **OBLIGATIONS OF THE COMMISSIONER**

- 4.1 The Commissioner agrees to take reasonable steps to provide The Artist with:

- 4.1.1 A fully equipped office (suitable for XX artists) and has responsibility for its maintenance and running costs for the duration of the implementation on-site between XXX until XXX

#### *Office Equipment:*

- 1 Office at XXX with WiFi Broadband Internet access for XX
- Computers
- Desks and chairs for 4 people
- 1 Printer
- 2 Mobile phones with pre-paid phone cards

#### *Accommodation:*

A fully-equipped accommodation with XX separate bedrooms

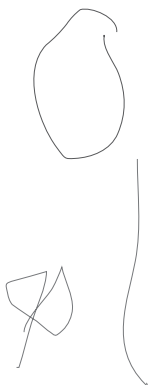
- 4.1.2 Contacts to an artist/co-worker on-site who will work with the group on-site.

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**What is the impact of the artist as a consultant or service provider—does it exist purely within an artistic context or can it have a broader social, political, or economic effect?**



**What form of contract instills the most trust in different artist consultancy and service providing practices—a formal written contract, informal written agreement, or a verbal contract?**



12.46



< Notes



## Notes on Andrea Fraser Contract at Generali Foundation - Salzburg - 19/7/2022:

Conversation with Generali staff -  
Stephanie Grünangerl and Doris  
Leitgeb:

- ☐ There are only contracts of installations Fraser made, not the time spent inside Generali and service provision
- ☐ Fewer contracts back then before email - small foundation back in 90's - not very much paperwork documentation
- ☐ No contract document for the collaboration itself with Fraser and Generali - negotiations conducted between Sabine Breitwieser, Fraser, and Generali
- ☐ Only thing bought were the installations



Many artists and artist groups ranging from APG (the Artist's Placement Group), Mierle Laderman Ukeles, Michael Asher, Andrea Fraser, Social Sensibility, Frederik De Wilde, and Diakron (to name just a few) have established projects and/or practices outside of the normative, established art sector by collaborating within, and to an extent "consulting" or "providing services" within non-art institutions or frameworks. Many of these practices are quite notable, innovative, and historically important in artistic circles. However, there is still no global industry wide standard or protocol for regular, normalized interactions on a significant scale for artists to interact as "consultants" or "service providers" in traditionally considered "non-art sectors".

Despite the success of these projects and/or practices, there is still a missing immaterial infrastructure in which consulting and service providing can grow, expand, and flourish more broadly.

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As part of the Bureau of Analogies project research in Vienna, a dialogue was started with an independent professional consultant with both a legal background and over 20 years experience in Austria across multiple businesses and industries including manufacturing, banking, food service, insurance, pharmaceutical, chemical, and consumer goods industries along with municipal institutions such as schools and kindergartens. On the one hand, the conversation informed the great potential for artists as consultants in different institutions that need and could benefit from artistic consultancy services. However, one of the other key takeaways from the conversation are the different social, economic, and political responsibilities to consider when artists shift into a consultancy context. Once artists enter a consultancy service framework new obligations such as management of confidential information, influence on employee status, new legal liabilities, input on institutional trajectories, various ethical considerations, and even requirements to report wrongdoings (e.g. money laundering, unacceptable behaviors, etc.) emerge. Therefore, a new question arises—are the norms and standards for consultants applicable to artists who enter consultancy and service providing frameworks?


Ultimately, consultancy and service providing is not a utopia—artists working as consultants or service providers in non-art sectors will face many new obligations, conditions, and considerations. It is not enough to simply state the artist is a consultant or service provider—this brings up the need to analyze and create new models, protocols, and practices. One implication that creative legalese applied to artistic practice as consulting/service providing can do is put into focus the boundaries between industry and the imagined aspects of an artistic consultancy framework. For example, there are real implications in relation to artistic autonomy and the problematic instrumentalization of artwork when artists enter new consulting or service providing contexts. Also, the artist consultant/service provider is potentially entering a new business-to-business framework, which also creates new power balances. Legal approaches and practices can provide generative starting points for considering these and many other questions.

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The Bureau of Analogies project signals new ways of working between art and law, and in this instance towards supporting the creation of new infrastructures needed for artists to enter consultancy and service providing contexts. Hopefully, this dossier will serve as an initial guide or mapping device to help identify some of the possible challenges, pitfalls, and struggles that might present themselves in defining and implementing an artist as consultancy and service provision practice. The Bureau of Analogies' initial research indicates that only through industry wide collaboration focusing on meeting the collective needs of the art sector, through long term commitment, and with locally tailored or site and context-specific ways of working will any significant progress be made towards establishing the necessary infrastructure artists as “consultants” or “service providers” will require. From a legal perspective new analogies can be a vessel to inspire the development of new tools and practices to meet these abstract and concrete needs of artistic consulting and service providing. Ultimately, the Bureau of Analogies intends to—along with Artist Project group—continue co-developing the future dimension of the artist as consultant and service provider idea by shaping new interrelated tools, analogies, and practices in relation to the everchanging social, economic, political, and cultural questions that arise and are unforeseen as the development of consultancy services for artists continues.

This dossier contains clauses, texts, or other works protected by authors' rights. Reproduction of this material is made only within the framework of scientific research. The dossier has been conceived as a proposal to a hybrid methodology at the intersection of law, art, economics, and other domains to create new practices, analogies, and tools in which the art and law sectors can benefit in shifting their positions and narratives in a broader legal, political, and societal context.



The Bureau of Analogies acknowledges the importance of authors' rights and wishes to thank all writers, artists, researchers, lawyers, and consultants for the available source materials, which we have credited to the best of our ability. We are aware that material errors can occur for which we apologize. The Bureau of Analogies has no commercial intentions for this text.

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(Artist Bio) TWIIID, or Twee-eiige Drieling (or the Two-Egged Triplets) is a legal sounding board in the arts based in Belgium. The collective is the initiative of Tobias Van Royen, and Jens Van Lathem. By experimenting with different media, methodologies, and pedagogical strategies, TWIIID seeks to find fair and sustainable solutions for legal issues within contemporary art practices, and provide the cultural sector as well as its advocacy organizations with inspiration and rationale for building solid artist's statutes. Tobias Van Royen has a Master's Degree in Law, Tax Law, and Cultural Management, and an MA in Cultural Management from the University of Antwerp and is a visiting professor at the University of Antwerp. Jens Van Lathem has a Masters Degree in Law from the University of Ghent.

Scott William Raby is an artist, arts organizer, and researcher based in Denmark. His practice explores the terrain between art, architecture, infrastructure, and public spaces towards critical, experimental, and discursive interventions. Often socio-economic, geo-political, spatial, ecological, legal, and other cultural questions, conflicts, and processes are crucial to his practice towards reconfiguring operations of power and institutional dynamics. He co-organizes various platforms and projects including f.eks. and is the co-leader of the Danish art's interest organization UKK. Previously, he was studying within the PhD art department at Goldsmiths in London, and completed an MFA in Fine Arts from Otis College of Art and Design, in Los Angeles in 2012.

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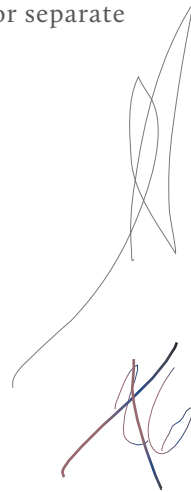
**(About - Artist Project Group)** The curatorial collective Artist Project Group (Bernhard Garnicnig, Lukas Heistingner, and Andrea Steves) interrogates phenomena of capitalism through curatorial and artistic methods, in an attempt to build platforms for resilient aesthetic and artistic practices. In our project for curated\_ by with Galerie Elisabeth & Klaus Thoman and within the framing of Kelet, we continue to investigate the capitalist overproduction of meaning, including the recuperation of crisis phenomena into the market, and ask “What Can Artists Do Now?”

Following the workshop “Artists Have The Answers?” and the online festival “What Would Artists Do?”, the exhibition integrates recently developed works—developed from the vantage point of the Artist-as-Consultant and/or offered as services—into the context of a contemporary art gallery. The exhibition troubles notions of audience, participant, material, and impact. In presenting what these artists are doing now, the works connect to a multitude of current crises— both acute and wide-ranging—that are inherent in capitalism and continuously producing its resultant conditions and intensifications. The works hook together and offer an overall landscape of the present phenomenon and epiphenomenon of capitalism.

The Cybernetics-based model of business consultancy services is one of the most pervasive yet invisible global exports from the incipient Western Cold War information industry. Today, consultative industry continues its expansion into increasingly differentiated services, with its methods and services pervasively influencing decision making processes that govern public life.

In the 90s, artists started to critically affirm their transforming role as service providers to institutions, yet their collective movement towards self-regulating their practice was often sidelined by discourses of critique and politics, putting an end to emancipatory initiatives to improve working conditions of artists. Artist Project Group is interested in replacing the concept of innovation with practices of maintenance, that is, maintaining practices through crisis by developing projects in which artists extend their performative knowledge practices as services to institutions, organizations and businesses.

Artists are purported to hold an important role in a changing society, yet their expertise is often undervalued, and their practices are rarely integrated with the processes where change happens. The constant expansion of capitalism continues even through war and crisis, an expansion that doesn’t exist outside of or separate from crisis and war, but rather intensifies through these periods.



# WHAT CAN ARTISTS DO NOW?

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