

Fees to artists for exhibiting – models of practice

**a-n The Artists
Information Company**

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Introduction

For this report – the sixth in the [Paying artists](#) research portfolio – we have drawn together some examples of how artists' fees for exhibiting are arrived at in other countries and the conditions and contexts that underpin their application.

In 2009, the Swedish government adopted a new agreement for remuneration to artists for the display of work. The MU agreement – a 'participation and exhibition remuneration agreement' – covers payment to artists for display of work as a kind of 'rent'. This payment is additional to other kinds of financial compensation for an exhibition, such as transport, installation, publication, etc. The agreement makes it clear that all work the artist undertakes at exhibitions – before, during and after the show – is to be governed by a written contract and remunerated outside the framework of the exhibition fee.

It was signed by the [Swedish Arts Council](#), as the representative of the Swedish state, and the [Swedish Artists Association](#) (KRO/KIF), Association of Swedish Illustrators and Swedish Photographers Association. It is binding on all public institutions with an exhibiting role, and provides guidance for all professional exhibition organisers in receipt of public funding. A revised and updated MU is due during 2014.

The Swedish MU model is now under examination by artists' organisations in Finland, Iceland, Norway, Lithuania and Scotland. It has also attracted interest in Australia where [NAVA](#) is advocating for fair remuneration levels for artists to the Australia Council.

The current situation in Norway is that artists receive two-fold 'compensation' for exhibition of their works of [NOK](#) 231 per artwork per month for exhibiting, and NOK 245 per artwork per month to compensate for their lack of access to using or selling the artwork whilst on public exhibition. [Arts Council Norway](#) is not involved in design of contracts nor level of exhibition fee. These are developed and negotiated by artists' organisations [BONO](#) (Norwegian Visual Artists Copyright Society), [Norwegian Visual Artists Association](#), [Norwegian Association for Arts and Crafts](#) and the Ministry of Culture.

In Canada, it is the [Copyright Act](#) that provides artists with the right to require compensation for the use of their works when exhibited publicly. In 1988, Canadian artists' association CARFAC lobbied for the inclusion of this right and succeeded. Whilst Canada Council funding requirements

made it easier for CARFAC to make artists' fees common practice, the Exhibition Right within the Copyright Act enshrines such fees in law.

The CARFAC scale takes into account a number of factors in determining the fee level, including the gallery's turnover on the basis that: "Operating budgets are a matter of public record, and provide a convenient indicator of the size of an exhibiting institution", the scope of the exhibition and the duration of a show. All rates are increased annually with inflation.

In Poland, the Agreement for Minimum Payment for Artists is a brand new (2014) initiative by Obywatelskie Forum Sztuki Współczesnej (Citizens' Forum for Contemporary Art) that was founded in 2009 to find solutions to the precarious status of artists there. Publicly-funded institutions are encouraged to sign the document that sets minimum fees, making the signatories obliged to pay exhibiting artists. Creating these regulations is seen as a route to creating a social contract that recognises the value of artists' work and highlights the role of institutions in supporting artists.

As with the other examples provided here, the exhibition fee in Poland is paid directly to the artist and must not be used for costs such as catalogue printing, transport or private view. Significantly, the minimum fee for a solo exhibition "will not be lower than the national average monthly wage in Poland", as provided by governmental data.

Whilst clearly our review of models for paying exhibition fees to artists is not comprehensive, the examples usefully show various ways of demonstrating and financially quantifying the value of the exchange between artists and publicly-funded galleries. Our report on the [history of payment of fees to artists for exhibitions](#) suggested another option, one that "relates the numbers of people enjoying or in other ways benefitting from the artworks on show to a reward or wage for the artist who produced them."

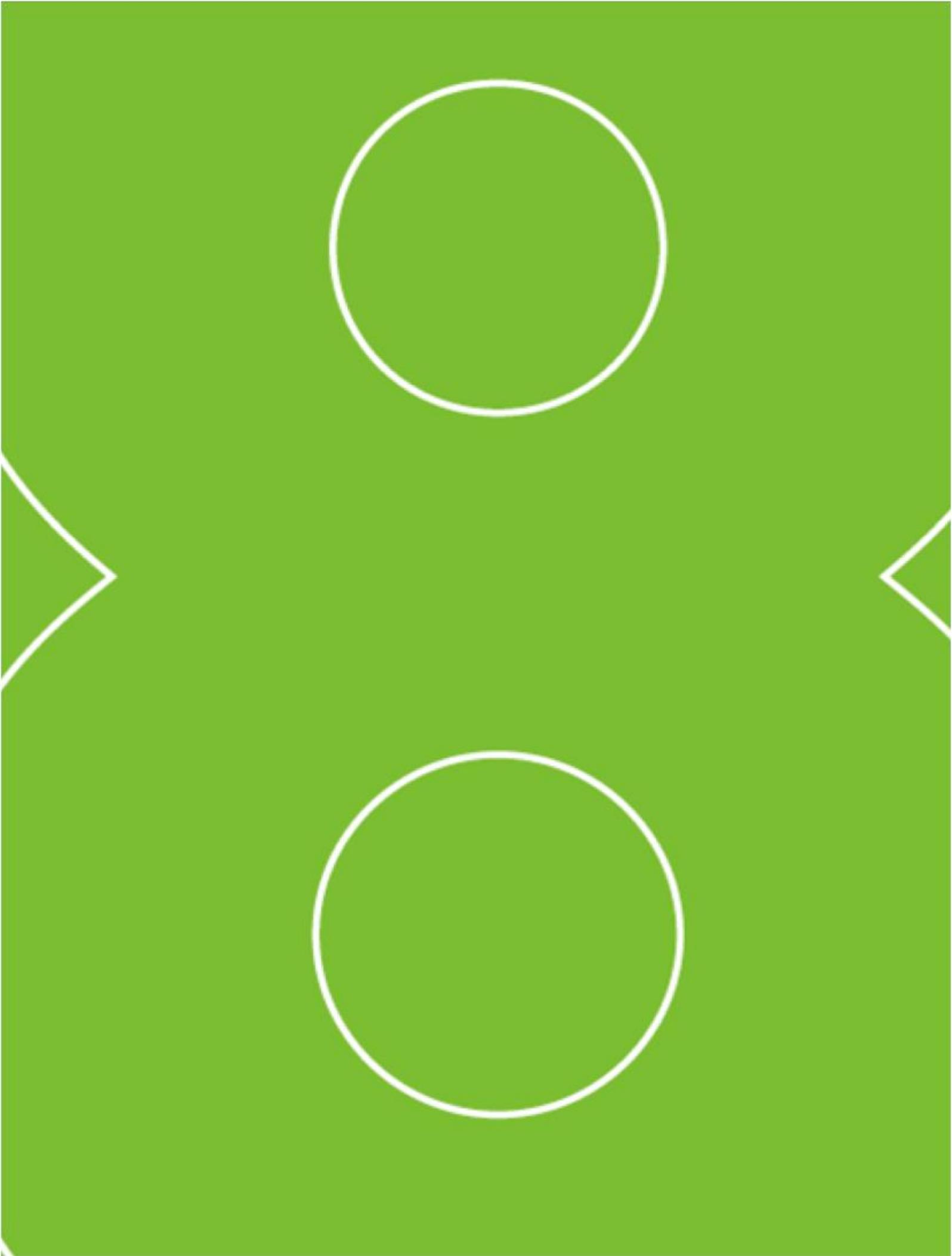
Within realisation of the Paying artists research and advocacy campaign, all these options are worthy of further examination, in order to achieve transparency and fairness within artists' pay in publicly-funded arts.

Susan Jones

Director, a-n The Artists Information Company

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Sweden



MU Agreements

The MU Agreement comprises a framework agreement (MU Framework Agreement) and a standard agreement (MU Standard Agreement). The MU Framework Agreement is an agreement established between several national visual art organizations and the Swedish State. The MU Framework Agreement forms the basis for individual agreements to be made between organizers and artists and specifies which terms and conditions to include. The MU Standard Agreement is an agreement template which, in accordance with the MU Framework Agreement, is to be used when an organizer and an artist conclude an agreement concerning the artist's participation in an exhibition.

MU Framework Agreement

The MU Framework Agreement (agreement on artists' exhibition participation and remuneration) is a framework agreement concluded between The Swedish Artists' National Organization, The Association of Swedish Craftsmen and Industrial Designers, the Association of Swedish Professional Photographers and the Association of Swedish Illustrators and Graphic Designers on the one hand, and the Swedish State on the other hand, via the Swedish Arts Council.

The MU Framework Agreement determines the structure of the negotiation, the agreement content and the final contracting of the agreement between an exhibition organizer and an artist in conjunction with an exhibition. It furthermore prescribes that the organizer is to pay exhibition remuneration according to a tariff which is appended in an appendix to the MU Framework Agreement.

The Agreement is only directly binding for State institutions, but the intention is that the agreement shall also be applicable to exhibitions where the organizer is not a State institution.

MU Framework Agreement configuration

The MU Framework Agreement commences with several general provisions on the purpose and scope of the agreement. There follow stipulations governing how the artist and the organizer are to negotiate and which content is to be included in the individual agreement prior to each exhibition and dispute settlement. Subsequently provisions are included which both clarify exhibition remuneration and explain how it is to be administered, followed by certain provisions covering the

eventualities of a discontinued exhibition or of artwork theft or damage. Thereafter come some further provisions including follow-up work on agreement adherence. A final appendix contains a tariff listing the minimum applicable amount of exhibition remuneration.

MU Framework Agreement

- General provisions (agreement's purpose and scope)
- Individual agreement between artist and organizer (MU Standard Agreement)
- Exhibition remuneration
- Discontinuation, theft and damage
- Other provisions (administrative)
- Exhibition remuneration tariff

Individual agreements

According to the MU Framework Agreement, an individual written agreement is to be concluded between the organizer and the artist prior to every exhibition. The individual agreements shall be based on the MU Framework Agreement. It is the organizer's responsibility to raise the matter of an agreement with the artist as far in advance as possible of the commencement of the exhibition preparatory work, but the artist may of course take the first initiative. The individual agreement shall regulate the terms and conditions of the artist's participation in the exhibition.

If several artists are exhibiting together and are being presented as a group, then the group can collectively conclude the individual agreement with the organizer. In the case of a joint exhibition with several individual artists then the organizer shall conclude individual agreements with each respective artist.

As regards touring exhibitions, the individual agreement with the artist is to be concluded by the institution which has put together the exhibition, and not by the different organizers in the respective exhibition venues.

The MU Framework Agreement also specifies what the individual agreements should include. (Read more below about the content of the MU Standard Agreement).

Should a dispute arise between the organizer and the artist concerning the application of the individual agreement, then the dispute should be settled in the first instance by attempting to negotiate an accord on the interpretation. If the parties are unable to agree, then they must accept the ruling of a court of law. Thus, according to the MU Framework Agreement, it is not permissible for a court of arbitration to settle the dispute.

This type of procedure is normally much more expensive.

Exhibition remuneration

According to the MU Framework Agreement, the artist is always entitled to exhibition remuneration, under two conditions. Firstly, the artworks must still be in the artist's possession. Secondly, the artworks must be exhibited to the general public or to an extensive limited circle of people. Exhibiting to the "general public" means that anyone can visit the exhibition. What constitutes an "extensive limited circle" is not crystal clear, however in other contexts the interpretation has been that a group of less than 20 persons does not count whereas a group of more than 50 persons always fits the description. The boundary between the two alternatives is unclear.

Exhibition remuneration cannot be removed through negotiation, nor may remuneration be adapted to cover payment for the artist's work or for other costs incurred by the artist. In other words it is not permissible, for instance, to reach an agreement whereby exhibition remuneration is reduced in favour of increased payment for production costs.

The amount of exhibition remuneration is determined in a special tariff which is appended in an appendix to the MU Framework Agreement. In the case of a touring exhibition, exhibition remuneration is to be paid out for each respective exhibition event. However an exception to this rule occurs when the number of participating artists exceeds 20, in which case remuneration is regulated differently in the tariff.

Discontinuation, theft and damage

Should there be a forced discontinuation of the exhibition due to some eventuality during the time that the artworks are in the tenure of the organizer, as per the agreement, then full payment for work and for the exhibition remuneration shall nevertheless be made for the entire exhibition duration period as contracted.

The organizer shall reimburse the artist for incurred losses in the event of artworks being stolen, disappearing or being damaged either during the organizer's contracted tenure according to the individual agreement or during transport.

Exhibition remuneration tariff

A tariff itemizing different amounts of exhibition remuneration is included in an appendix to the MU Framework Agreement. The applicable amount in each individual case depends on which organizer is holding the exhibition (for example, the organizer's annual visitor numbers), the duration period of the exhibition and, in the case of joint exhibitions, the number of artists included in the group. For further information regarding exhibition remuneration, please refer to the section "Exhibition Remuneration".

MU Standard Agreement

The MU Standard Agreement is an agreement in which the main wording is predetermined and which, in accordance with the MU Framework Agreement, is to be used when an artist and an organizer conclude a contractual agreement prior to an exhibition. The MU Standard Agreement functions as a fillable form into which all the specific details of the exhibition are entered.

Structure of the Standard Agreement

The MU Standard Agreement adheres to the structure which is specified in the MU Framework, where the content of individual agreements is laid out.

The MU Standard Agreement opens by specifying the respective parties and also by presenting the size of the organizer, etc. This is followed by an exhibition description. Then comes distribution of costs incurred in conjunction with the exhibition, freight and insurance for example. Next come provisions regarding participation remuneration, in other words payment to the artist for the work that he or she has carried out in conjunction with the exhibition. Thereafter follow regulations governing the organizer's copyright-compliant use of the artist's work, for instance on postcards, on posters and on websites. There then ensues a calculation of exhibition remuneration in accordance with the MU Standard Agreement tariff, followed by provisions concerning the timing and forms of remuneration, including a stipulation covering work which is additional to the agreement. The last section features provisions for the

eventualities of a discontinued exhibition, of artworks disappearing, being stolen or being damaged or, finally, in the event of a dispute arising regarding the agreement.

MU Standard Agreement

- Parties
- Exhibition description
- Exhibition-related costs
- Participation remuneration
- Copyright-compliant use of artworks
- Exhibition remuneration
- Timing and forms of remuneration
- Other provisions (discontinuation; theft, damage or loss; dispute)

Parties

The MU Standard Agreement opens with a description of the respective parties. The category to which the organizer belongs is found under this heading; vital information for determining which tariff shall apply in the calculation of exhibition remuneration. The heading "Parties" also specifies the responsible custodian or curator of the exhibition. Should the agreement cover a touring exhibition, then the institution which has set up the exhibition is deemed to be the organizing party and not the institutions which display the exhibition.

Exhibition description

The Exhibition Description sets out the appearance of the exhibition. The artworks to be included are itemized and it is stated whether the artist is to produce new artworks specifically for the exhibition. This information is decisive in calculating participation remuneration because such payment is to be made for the artist's work in preparation for the exhibition. Also included is the scheduled time for the completed artworks to be ready for delivery to the organizer.

Clarification of whether the exhibition is individual or joint appears under this heading. This is important because exhibition remuneration varies depending on how many artists are participating in the exhibition.

Also stated here is whether the artworks are to be made available for sale during the course of the exhibition. This information can become

important for the calculation of participation remuneration inasmuch as the remuneration applies to the production of the actual artworks prior to the exhibition. Participation remuneration to cover, for instance, exhibition construction work or pre-exhibition meetings is not affected by the artworks being for sale.

Under the same headline appears the duration period of the exhibition as well as the premises in which the exhibition is to be displayed. The exhibition duration period is crucial for the calculation of exhibition remuneration in accordance with the MU Framework Agreement. The layout of the premises is important when planning the artistic configuration as well as for determining which artworks are to be exhibited. In the case of a touring exhibition, a special tour schedule must be compiled and appended in an appendix to the agreement.

The final point under this heading is a statement of the organizer's responsibility to promote and market the exhibition in an appropriate manner, the so-called promotion obligation. The organizer must consult the artist regarding the choice of marketing methods.

Exhibition-related costs

This headline covers the distribution of various exhibition-related costs between the organizer and the artist.

According to the MU Standard Agreement, the organizer is liable for freight and insurance costs in conjunction with the exhibition. If the parties want the artist to pay these costs, then a separate written agreement must be drawn up. This also applies to technical equipment (such as lighting) which is used in the exhibition.

The parties decide among themselves who is to pay for the artist's travel in conjunction with the exhibition.

Participation remuneration

Participation remuneration is the payment the artist receives for the exhibition assignment. Participation remuneration includes, for instance, work with artworks prior to the exhibition, meetings, hanging, vernissage, viewings, diverse marketing and PR activities, and so forth. This remuneration is based on the amount of time which the artist spends on work related to the exhibition.

Under this heading the parties decide the remuneration payable to the artist for the work he or she does to produce, arrange or modify artworks

for the exhibition. Also decided under this heading is the amount payable to the artist for materials and services which the artist requires in order to fulfill the exhibition assignment. According to the MU Standard Agreement, title to the artworks produced remains with the artist. If ownership of the artwork is to be transferred to the organizer then a separate written change of ownership agreement (purchase or gift) must be drawn up.

Other work in conjunction with the exhibition shall be reimbursed with participation remuneration in accordance with the MU Standard Agreement. The Standard Agreement pays particular attention to the time spent by the artist on meetings, hanging, assembly, vernissage, viewings, follow-up work and similar activities.

Marketing and PR work, including catalogue production, vernissage cards and so forth, is also reimbursed by participation remuneration. The parties also decide in this section the amount payable to the artist for costs and materials.

Further information regarding the calculation of participation remuneration can be found under the heading "Artist's finances".

Copyright-compliant use of artwork

Copyright-compliant artwork use is regulated under this heading. In other words, copying and providing access to the artwork subsequent to a completed exhibition.

If the artist is affiliated to a rights administration body which represents the artists in matters concerning copyright-compliant use of artworks, the parties shall specify that an agreement must be concluded between the organizer and the rights administration body (for example, BUS).

If the artist is not affiliated to a rights administration body, then the parties shall decide how long the artist's artwork can be shown on the organizer's website as well as the related fee due to the artist. The remuneration calculation is based on the number of artworks displayed and on the length of time they are to be made accessible. According to the MU Standard Agreement, information about the artist and the artworks shall be appended to the photographs and the photographs shall be protected from unauthorised copying as far as possible by means of modified image quality, copyright information, technical safeguards, and so forth.

In the case of printed reproductions of the artist's artwork on postcards and posters etc., the artist receives remuneration in the form of production royalties, which means that the artist's remuneration is based on the number of copies produced.

Exhibition remuneration

According to the MU Framework Agreement, exhibition remuneration is always payable for the organizer's exhibiting of artist-owned artworks to the general public or to an extensive limited circle of people. Exhibition remuneration cannot be removed through negotiation nor may the remuneration be adapted to cover payment for the artist's work or for other costs incurred by the artist in conjunction with the exhibition. Accordingly, exhibition remuneration is compulsory.

The minimum amount of exhibition remuneration payable for a specific exhibition is determined in a special tariff appended in an appendix to the MU Framework Agreement. The level of remuneration is determined by the duration period of the exhibition as well as the tariff category to which the organizer belongs. The category division depends on factors including the organizer's visitor numbers for the previous business year as well as other aspects of the organizer's operational activities. The tariff is increased once every three years in line with the consumer price index.

In the case of touring exhibitions, remuneration is payable for each respective exhibition event. The amount of exhibition remuneration is here dependent on the category to which the exhibiting organizer belongs. The rule which states that each respective exhibition event is to be reimbursed as an individual exhibition does not apply to touring exhibitions with more than 20 participating artists. Instead, this type of touring exhibition is specifically regulated in the tariff.

Timing and forms of remuneration

This heading covers the total sum of remuneration payable to the artist and the related forms of accountancy. A payment plan is also drawn up here. Also under this heading appear provisions regarding payment to the artist for work that he or she carries out which is not included under any other point in the MU Standard Agreement. In order for remuneration to be payable for this kind of work, the work must be approved in advance by both parties.

Other provisions

Should a dispute arise between the organizer and the artist concerning the application of the MU Standard Agreement, the dispute should be

settled in the first instance by attempting to agree on which interpretation applies. If the parties are unable to agree then they must accept the ruling of a court of law, as clearly stated in both the MU Framework Agreement and in the MU Standard Agreement. Thus, according to the MU Framework Agreement it is not permissible for a court of arbitration to settle the dispute. This kind of procedure is normally much more expensive.

The content of the provisions listed under the heading "Other Provisions" in the MU Standard Agreement are stated in the MU Framework Agreement but are also included in the MU Standard Agreement. Accordingly, these provisions cannot be obviated by negotiation between the organizer and the artist.

Norway

The Arts Council Norway – briefing note

In Norway, artists receive a two-fold compensation for the exhibition of their works, NOK 231 per artwork per month for exhibiting, and NOK 245 per artwork per month to compensate their lack of own handling of their artwork during the time of exhibition.

The use of contracts is very common, this guided by the artist's organisations listed below:

www.bono.no

BONO (Norwegian Visual Artists Copyright Society)

www.billedkunst.no/nbk

Norwegian Visual Artists Association

www.norskekunsthandverkere.no

The Norwegian Association for Arts and Crafts

Arts Council Norway is not involved in design of contracts nor in fixing the size of the exhibition fee. It says: "Agreements for compensation and contract design are prepared and negotiated by the artist's own organisations and the Ministry of Culture.

Example of a Norwegian exhibition fee agreement¹

Note that this translation is imperfect and thus any details within it should be referred back to the organisations listed above.

Exhibition Consideration: Agreement with the State on rates for exhibition in 2012

Part I

The prevailing agreement on rules for negotiations between the government and art organizations forms part of this agreement.

Termination of the agreement will be based on rules negotiated under the provisions of that agreement before the expiry of the payment agreement.

¹ Note that as this document has been informally translated from Norwegian it should be checked at original source for accuracy.

The agreement rules still apply as part of the compensation agreement until the latter agreement expires.

Part II

§ 1 Following the provisions of this agreement the state shall provide exhibition compensation to artists, artisans and photographers who are Norwegian citizens or live permanently and work in Norway, or citizens of a country where the state provides exhibition consideration under similar principles to Norwegian artists when their works are used at state art exhibitions at home and abroad. Exhibition fees shall also be paid at other exhibitions where the state provides direct subsidies to individual exhibition organizers or to the general operation of exhibitions.

Participation in Government granted exhibitions are not eligible for this exhibition consideration.

Works that are filed in connection with art competitions organized by KORO - Public Art (formerly National Foundation for public buildings) may be exhibited for up to 8 days after the jury without the payment of exhibition fees.

Trade mediated by state institutions without direct state subsidies, does not constitute grounds for claims. At exhibitions abroad compensation is not paid when the Government's participation is limited to financial assistance in the practical arrangement or shipment, at the request of the artist.

For exhibitions abroad, the Exhibition organizer is responsible for the proper settlement at the rates applicable within the current contract period.

The agreement does not apply to amateur exhibitions, reproductions, series of manufactured objects of industrial or handicraft industrial grade or prototypes for the latter. The agreement does not cover ceramic tiles. For photographs, the agreement is limited to photographic art, ie photos that are obtained by a combination of technical skill and thematic treatment which together express the photographer's artistic intentions.

§ 2 Exhibition consideration shall include:

Part 1: Remuneration for presenting the work: kr [. ...]. pr. works date[]. months.

Part 2: Compensation for the artist who is unable to allocate work: kr [. ...]. pr. month for unique pieces. This compensation will lapse if the work is made in six or more copies or for textile fabric produced in lengths of 15 feet. When it comes to photographic art, the term covers unique works photographs numbered in an edition of less than six copies.

Part 3: Depending part: 1.5% per year. months of the part of the plant's market value exceeding kr[].

Part 4: Compensation for significant deterioration caused by natural use and service during the rental period and not covered by insurance may be paid in special cases at the request of the artist or organization on the basis of receipts or cost estimates for expert restoration.

Consideration must equal at least two months' rent. After an exhibition period of five months consideration is reduced the part 1 and 2 to 50% and after twelve months 10%.

This Agreement shall not preclude the use of certain artist run exhibition space which use fixed fee rates. Such rates shall be calculated from a normal average utilization of the premises, and shall be based on the rates in this agreement. For art, approval shall be granted by the NBK, the handicraft of Norwegian Craft and Design Association of Free Photographers. The Ministry may require that rates and rules are also presented to and approved by them.

In the context of the financial consideration, a service, a set or a group of jewelry, clothing, similar objects and samples etc. are assumed as one work..

An art exhibition will not to be considered as a new exhibit when it appears one or more locations in addition to the first presentation as long as the main body of the exhibition and the main organizer is the same.

§ 3 Exhibition fees should be paid for the time the artist hands over the work to the date of its return.

If a work is sold, compensation shall be paid for the entire exhibition period, provided that the work is not be removed from the show before it is finished.

For longer shipping and storage periods, eg. at exhibitions abroad and on tour or through loans in connection with the preparation of the catalogue, compensation is calculated by agreement in each case.

§ 4 Exhibition consideration will be paid within a month after a show finishes. During long-term exhibitions there will be a payment calculated from the exhibition opening and payment within one month period.

§ 5 Exhibition fees should be paid to the artist who has performed their own work. If two or more persons who together have made the work it cannot be considered as separate works, and the fee will be calculated as one work.

§ 6 If the artist and exhibition organizer and State fails to agree on the calculation of the exhibition fee, it will be referred to a specialist arts organisation.

If the parties fail to reach agreement after the specialist organization has given its opinion, a committee consisting of a representative of the organizer and the State, a representative appointed by the specialist organization for that art form and an arbitrator that the parties appoint the. If the parties can not agree on an arbitrator, the Chief Justice of the Oslo City Court will to consult with the parties' committee representatives before appointment of an arbitrator.

Dispute: Questions to do with refining the concept of artwork, reproductions, series of manufactured objects of industrial or handcraft industrial grade, amateur exhibition etc. and other disputed issues of technical specialism will be determined in the same manner.

Arts and technical specialist organizations are required to make a report as regards disputes with artists who are not members of the organization.

§ 7 Borrowed works should be securely insured by the organizer during transport, storage and exhibition without cost to the artist. The insurance should cover theft, damage, etc and be at least the same extent as the Norwegian transport insurance plan. Promoter must meet normal insurance and security requirements.

The organizers will be responsible for replacing losses if the exhibitor

- Has not taken out insurance

- Has a less comprehensive insurance, or
- The insurance company's liability ceases as a result of inadequate packaging, inadequate security or other deviations from the insurance conditions for which the organizer is responsible.

If the organizer because of insurance difficulties assumes responsibility for the works of certain materials or certain types, the exhibitor being made aware of this in advance.

Expenses in connection with the submission and return of artwork, is likewise not the responsibility of the artist.

§ 8 If the agreement expires the 01/01/1983 as regards parts 1 and 2 of the exhibition proceeds at year end, it is subsequently adjusted by the same percentage as the average national salary rise in the previous year. The new rate of remuneration determined will be to the nearest whole figure, although the exact amount will be used for new adjustments.

§ 9 This agreement applies 1 May 1982 31 December 1982. The agreement is automatically renewed from 1 January each year for one year unless it is terminated in writing with three months notice.

Separate entry from January 1982:

The parties agree that the changes made in § 7 with respect to consequences of inadequate or omitted insurance does not involve any changes in the the organizers mainly want under Norwegian law, but emphasizes and clarifies this.

State exhibition organizers will completely be obligated under this Agreement.

Other promoters under this Agreement shall pay remuneration against obligations arising from the agreement.

Separate entry from September 1982:

The parties assume that the new provision in Part II, § 1, paragraph 3, is, not used for an extended enterprise with special audience-oriented exhibitions within a payment free period.

Additional Protocol 22 December 1988:

1. The parties agree to renew the contract for 1989.
2. The parties disagree on the interpretation of Part II, § 1, with regard to the artistic centers covered by the last sentence before the first paragraph.

The parties will continue negotiations on exhibition consideration for artist centers' activities on the basis of previous discussions and put forward demands.

3. Consideration for showing installation art should, if possible, be agreed in advance.
4. The parties will continue negotiations on maximum/minimum for exhibition consideration

Canada

CARFAC, artist fees, and artist representation in Canada

Canadian Artists' Representation/Le Front des artistes canadiens (CARFAC) is the national association of professional visual and media artists in Canada. We are an artist-run organization working to improve artists' economic and legal rights. We believe that artists, like professionals in other fields, should be paid for their work and share equitably in profits from their work.

As the national voice of Canada's professional visual artists, CARFAC educates the government, exhibiting institutions, and the public on fair dealing with artists. In doing so, CARFAC promotes a socio-economic climate conducive to the production of visual arts. CARFAC engages actively in advocacy, lobbying, research and public education on behalf of artists in Canada. We have about 6000 members across the country, with 8 regional affiliate organizations, and 10 offices from coast to coast.

CARFAC has been recognized by the [Status of the Artist](#) legislation as the collective bargaining representative for visual and media artists in Canada. We negotiate working conditions and standards for artists, and have a recommended minimum schedule of fees that artists receive when their work is exhibited or reproduced, or for other services or consultations.

It all started in 1967 when the National Gallery wrote to artists who were participating in a major exhibition of Canadian art, and asked for permission to reproduce their work for free. Those reproductions would have been licensed and sold by the gallery for a profit. Artist fees did not yet exist and artist Jack Chambers recognized this power imbalance, and did something about it. He wrote to the other artists in the show to gain their support in a united refusal to work for free. It worked, and it started a major national debate between artists and galleries about fair payment and treatment. Before CAR (as we were known until 1971), galleries did not pay artists when they showed work. It was argued that a free show gives artists exposure, but that exposure rarely paid off in sales or other work.

By 1968, CAR was established, and several founding members attended a meeting with the National Gallery of Canada, the Canada Council for the Arts, the Professional Art Dealers Association, and the Canadian Art Museum Directors Organization (CAMDO), to discuss fees. There was slow acceptance from the galleries to paying artist fees, but in 1974 the Canada Council for the Arts required that fees must be paid in order for

museums to receive funding. In 1975, we started to boycott galleries that were not yet paying fees across the country. CARFAC began to develop [contracts for artists](#) as well, which were first published in 1977, and became known and duplicated world-wide. Our work on artist fees is established as the industry standard in Canada, and several other countries have used it as a model for developing their own exhibition fees.

Additionally, CARFAC regularly produces regional Gallery Surveys, which contain information about artist-run centres, public and commercial galleries. The guide provides useful info for artists to plan their marketing strategies and to decide where and how to submit their work for exhibition or sale. The survey is not a complete listing of all places where art is exhibited or sold in Canada, but is fairly comprehensive. It provides information on the gallery's submission process and exhibition terms (whether a contract is used, if framing is supplied, if insurance is provided, if shipping is covered, what the commission rate is, etc). It operates almost like a Tripadvisor for artists who want to know more about the professional standards of a particular gallery.

[Artist fees](#) are central to our mandate and all fees are considered minimum payments with yearly increases, and artists are welcome to negotiate higher fees than what we recommend. The basis of our fee schedule is the solo exhibition fee, which for museums with budgets under \$1/2 million, the current rate for 2012 is \$1688. For museums over \$1 million, it's \$2251. For international exhibitions at cultural centres, embassies or other locations under the auspices of a federal agency, the fee is \$8,279. For major international exhibitions, such as international biennials and surveys, or other exhibitions where the artist is selected to represent Canada, the fee is \$12,411. All other fees are based on the base solo exhibition fee, and are increased if it's a retrospective, divided amongst artists if it's a group show, reduced if it's a single work or project space, and so on. We also have minimum fees for performances, film festivals, online use, reproductions, artist talks, installations, and others. All fees are increased by 3% per year. CARFAC fees provide a general indication of what the minimal payments to artists should be, which the individual artist or their collective may follow or negotiate above.

Our fees are voted on by our membership at our Annual General Meeting. In 2007, we reached an agreement with CAMDO and the Canadian Museums' Association, on temporary exhibition fees. This is a five year agreement, which has just been renewed for the next three years. The Artist-Run Centres and Collectives Conference will also be at the table, and although most of them fall under the lowest category of fees, most

artist-run centres pay above our minimums. Artist-run centres are artist-initiated and managed organizations, which are usually smaller exhibition spaces showing more emerging and experimental work, performance, media arts, etc.

According to our agreement with museums, we also agreed to pursue the establishment of a new Public Exhibition Right Fund, similar to the [Public Lending Right Fund](#), which provides compensation to authors of books used in public libraries. If a new Public Exhibition Right Fund is established, the fee schedule would be renegotiated, but the benefit from such a fund is that it would provide financial relief to museums who could receive dedicated federal assistance to pay the Exhibition Right. According to our MOU, our associations would advocate for the proposed Public Exhibition Right Fund, as well as develop standardized contracts for exhibitions and acquisitions, and address other areas of mutual interest.

Early on, CARFAC tried to introduce a closed shop union model, where you could only show (and get paid) in publicly funded galleries if you were a member of CARFAC. However, our founder was adamant that we never unionize – that we work for all artists, whether members or not, and this principle has stuck. Others felt that we would have more power and more members if we became a formal union. Even though we're not a true union, we were the first organization of creative artists in English Canada to make the connection between economic conditions of artists and other arts professionals, and to define ourselves as a purely professional association with a political mandate. Most of the work that we engage in is typical of union labour representation.

While we are not formally registered as a trade union, we are recognized as such in other ways. Instead, we work closely with two pieces of legislation that give us similar powers – the Copyright Act and the Status of the Artist Act. With these Acts, we have very powerful tools at our disposal. While the Canada Council funding requirement made it easier for us to entrench artist fees, these two laws made our work that much more forceful.

The Exhibition Right in the [Copyright Act](#) provides artists with the right to require compensation for the use of their works when they are exhibited publicly, other than for sale or hire. We lobbied for the inclusion of this right in 1988, and succeeded. It enshrined exhibition fees in law. While the Canada Council funding requirement made it easier for CARFAC to make artist fees common practice, the Copyright Act made our work that

much more forceful. The Exhibition Right in the Copyright Act provides artists with the right to require compensation for the use of their works. The Status of the Artist Act provides artists with the right to join an association in order to bargain collectively, and through it the Canadian Artists and Producers Professional Relations Tribunal chose us as the sole collective bargaining unit which negotiates contracts and fees with the federal government, its agencies and institutions, eg the National Gallery – with whom we are currently negotiating with. We are able to charge working dues on negotiated agreements under this Act.

The work of CARFAC is to improve working conditions for artists, through standard contracts and development of best practices guidelines, and by providing professional development opportunities for artists. We are an artist-run organization, with over 100 dedicated artists serving in board or staff positions, and voicing artists' concerns from all regions of Canada. As member Jane Martin once said: "CAR[FAC]'s history is full of voices, full of passionate, intelligent and informed voices."

CARFAC Exhibition Fee Schedule 2014²

1.0 Guiding Principles

- **Recognizing the size of a museum or gallery**

The fee schedule reflects the fact that there are institutions of different sizes and means in Canada. **Operating budgets** are a matter of public record, and provide a convenient indicator of the size of an exhibiting institution. Calculation of a gallery's operating budget would include such items as salaries, expenses related to organizing exhibitions such as shipping, insurance, crating and framing; exhibition-related education programs; rent; utilities; research expenses; publication programs; revenue-generating programs like boutiques, restaurants and parking lots. An operating budget is related to the operation of the museum or gallery only – if the museum or gallery is part of larger institution like a city administration, university or multi-purpose cultural centre, only the operating expenses of the museum or gallery need be counted to determine the fee category. Acquisition funds or capital funds raised for say, a new building, are not counted either. The size categories have been intentionally been made broad.

² Downloaded and republished from http://carcc.ca/fee_schedule_2014_1_exhibition.html March 2014

- **Standard galleries**
 - **Galleries 1** - For galleries with operating budgets up to \$500K
 - **Galleries 2** - For galleries with operating budgets over \$500K

- **International Exhibitions**

This category is reserved for international exhibitions that are funded by multiple major funding bodies and/or sponsors, which may or may not include museums. The International category includes two sections:

- **International I** - this category includes exhibitions held in cultural centres, embassies or other locations under the auspices of a federal agency.
- **International II** - this category includes major international exhibitions, such as international biennials and surveys, or other exhibitions where the artist is selected to represent Canada and which are funded by several funding bodies and/or sponsors.

- **Recognizing the scope of an exhibition**

The basis of the fee schedule is the listed solo exhibition fee. Many types of exhibitions vary from this norm. Retrospectives, group shows, small projects, or installations, for example, have different parameters and costs. A percentage calculation has been adopted for these different types of exhibitions.

- A **solo exhibition**, for the purposes of the fee schedule, is defined as an exhibition that features a body of work by a single artist that spans less than 10 years of his or her production.
- For **retrospectives**, or solo exhibitions that feature more than 10 years of an artist's production, the rate is the listed solo rate plus 15%.
- For **projects, small exhibitions, or installations** - exhibitions with a very narrow focus on a small body of work and occupying one room or a single space - the rate is the listed solo rate minus 15% for all categories.

- The **single works** category applies to specific cases of exhibition of single works, such as very small sites associated with artist-run galleries or the like, ie: windows or foyers. It also serves as a benchmark for calculating permanent collection exhibition fees, and performance presentations. The rate for such exhibitions is 20% of the appropriate solo rate.
- For group exhibitions, the total rate for an exhibition including 2-5 artists must not be less than the solo exhibition rate. The solo exhibition rate is divided by the number of artists to determine the amount each artist is to receive. For group exhibitions with 6 to 10 artists, the fee is 19% of the solo rate for each artist. For group exhibitions with 11 or more artists, the fee for each artist is 17% of the solo rate.
- For touring exhibitions, the originating gallery and each venue pay 100% of the appropriate exhibition rate, determined by the Exhibiting Institution Category of each gallery and the scope of the particular exhibition (solo, retrospective, group, etc.). The artist is thus paid each time the exhibition is shown.

- **Duration**

As for the duration of exhibitions, all exhibition rates generally apply to exhibitions of up to three months duration. For longer exhibitions, the fees are pro-rated on a monthly basis – the fee for each month an exhibition is extended is therefore 1/3 of the rate determined for the three-month period.

- **CARCC Administration fees for exhibition licenses**

For exhibition licenses, an administration fee of \$25 is charged for institutions in Category 1, and/or for exhibition licenses worth up to \$500. For all others the administration fee is \$100. Administration fees for exhibition licenses are added to the fees listed. Exhibition fees are subject to HST.

1.1 Solo Exhibition Fees

| Exhibiting Institution Categories | Exhibiting Institution Operating Budget | Solo | Retrospective (+15% of solo fee) | Project (-15% of solo fee) | Single Work (20% of solo fee) |
|-----------------------------------|---|-------|----------------------------------|----------------------------|-------------------------------|
| International II | Multiple funders | 13166 | 15141 | 11193 | 2632 |
| International I | Embassies, etc. | 8783 | 10101 | 7468 | 1756 |
| Category II | Over \$500K | 2389 | 2747 | 2030 | 478 |
| Category I | Up to \$500K | 1791 | 2059 | 1529 | 357 |

1.2 Touring Exhibitions

For **touring exhibitions**, the originating gallery and each venue pay 100% of the appropriate exhibition rate, determined by the Exhibiting Institution Category of each gallery and the scope of the particular exhibition (solo, retrospective, group, etc.). The artist is thus paid each time the exhibition is shown.

1.3 Group Exhibitions

For group exhibitions, the total rate for an exhibition including 2-5 artists must not be less than the solo exhibition rate. The solo exhibition rate is divided by the number of artists to determine the amount each artist is to receive. For group exhibitions with 6 to 10 artists, the fee is 19% of solo rate for each artist. For group exhibitions with 11 or more artists, the fee for each artist is 17% of the solo rate.

Group Exhibition Fees:

| Exhibiting Institution Categories | Solo | Two Person Show per artist | Three Person Show per artist | Four Person Show per artist | Five Person Show per artist | Group Show 6-10 Artists per artist | Group Show 11+ Artists per artist |
|--|-------------|-----------------------------------|-------------------------------------|------------------------------------|------------------------------------|---|--|
| International II | 13166 | 6583 | 4390 | 3292 | 2632 | 2502 | 2238 |
| International I | 8783 | 4392 | 2928 | 2196 | 1756 | 1669 | 1481 |
| Category II | 2389 | 1195 | 797 | 596 | 478 | 454 | 406 |
| Category I | 1791 | 895 | 596 | 448 | 357 | 341 | 306 |

1.4 Permanent Collection Exhibitions

Permanent Collection Exhibition Fees are calculated using the Single Work rate as a base for works under \$10,000 in value. For works above \$10,000 in value, the fee is calculated as a percentage of the purchase price.

Rates apply to both purchased and donated works created after June 7, 1988. Fees are one-time for a ten-year license.

Fees are for exhibition at the owner’s premises only. Temporary exhibition fees apply to any touring exhibition or loan for exhibition.

Where a large number of works are purchased at one time from the same artist, a percentage reduction of the total fees may be considered.

Where a portfolio or series of prints is purchased, one print can be licensed provided that only one print is exhibited at any one time at the owner’s location. When more than one is exhibited, Temporary Exhibition Fees at the appropriate Window rate applies to each extra print exhibited.

If it is decided that a Permanent Collection License is not desirable, temporary exhibition fees apply to any exhibition of the work on the owner’s premises.

The CARCC administrative fees for Permanent Collections Licenses are \$25 for Category I institutions and/or for licenses worth up to \$500, and \$100 for all others. HST is charged on the fees.

Permanent Collection Exhibition Fees:

| Exhibiting Institution Categories | Exhibiting Institution Operating Budget | Works up to \$5k value (50% single work rate) | Works over \$5k and up to £10k value (Single work rate) | Works over \$10k value (percentage of work's value) |
|--|--|--|--|--|
| Embassies, government departments, corporations | n/a | 880 | 1756 | 7% |
| Category II | Over \$500k | 239 | 478 | 5% |
| Category I | Up to \$500k | 180 | 357 | 3% |

1.5 Performance Presentation Fees

For major solo performances and / or the inclusion of performance artworks in exhibitions, use Exhibition Fee Schedule.

Festival: A single performance within an ongoing showcase or event. The fee for a first performance is equivalent to the Single Work Rate appropriate to the organizing institution, with a fee of 30% of the appropriate Single Work Rate added for each additional performance.

Cabaret: Works under 15 mins in length in a setting of multiple performances in a single evening with single ticket prices. Fee equivalent to 50% of Single Work Rate appropriate to the organizing institution.

Fees don't include general equipment (ie lights, projectors, video, audio) that should be provided by gallery/host. Special equipment integral to the work is the artist's responsibility. Fees do not include artists' travel costs.

Fees are per performance. Additional performances are of the same work at the same venue or project.

The CARCC administrative fees for Performance Licenses are \$25 for Category I institutions and/or for licenses worth up to \$500, and \$100 for all others. HST is charged on the fees.

Performance Presentation Fees:

| Exhibiting Institution Categories | Exhibiting Institution Operating Budget | Festival: First Performance (single work rate) | Festival: Each Additional Performance (30% single work rate) | Cabaret (50% of single work rate) |
|--|--|---|---|--|
| International II | Multiple funders | 2632 | 790 | 1316 |
| International I | Embassies, etc. | 1756 | 527 | 880 |
| Category I | Over \$500k | 478 | 144 | 239 |
| Category II | Up to \$500k | 357 | 107 | 180 |

1.6 Exhibitions in Other Public Places

Rates are applicable only to exhibition in a location (ie public business or institution, hotel, restaurant, etc.) where the mandate or activity of the business or organization does not include the exhibition of visual artworks.

Related reproductions: see the relevant category of the reproduction fee schedule. Each exhibition may be up to three months in duration. For each additional month or portion thereof, add 10%. For exhibitions under 10days in duration, fees are 25% of those listed.

The CARCC administrative fees for Exhibitions in Other Public Places are \$25 for licenses worth up to \$500, and \$100 for all others. HST is charged on the fees.

| | Per artist per exhibition | Exhibition under 10 days |
|--------------------------|----------------------------------|---------------------------------|
| Solo | 414 | 106 |
| 2 artists | 207 | 47 |
| 3 artists | 137 | 36 |
| 4 or more artists | 131 | 34 |

1.7 Exhibition of a Reproduction

Use this category when a reproduction of an original work is exhibited.

The CARCC administrative fees for licenses related to the exhibition of reproductions are \$25 for licenses worth up to \$500, and \$100 for all others. HST is charged on the fees.

| | Per work |
|---|-----------------|
| Temporary exhibition, up to three months | 156 |
| Permanent exhibition, up to five years | 294 |

1.8 Creation of a Work in Public

When a work is created in public, the organizer of the event must include in the amount of compensation to the artist:

- Relevant exhibition fees.
- An appropriate professional fee that considers time and other requirements such as materials or travel. See Section 4.

1.9 Film and Video Festivals

Film festivals should develop policies related to payment of copyright fees for public presentation. They should decide in the context of their activity to either pay exhibition fees (either solo or group, as applicable), or fees recommended in [Section 2 - A.2.2.2 Projection of Video, Film or Electronic Art](#). The exhibition fee option allows payment of the same fee to all participants, while fees in Section 2 are scaled to single or multiple presentations, and length of the work.

Poland

Obywatelskie Forum Sztuki Współczesnej (Citizens' Forum for Contemporary Art)

Obywatelskie Forum Sztuki Współczesnej (Citizens' Forum for Contemporary Art) is an open initiative of various organisations and individuals in Poland. It was founded in 2009 to consolidate efforts and find solutions to the precarious status of artists in Poland, many of whom have no health insurance, social security or regular income, and are under constant financial and psychological pressures in an unstable market.

At present the activities of the Forum focus on:

1. Campaigning towards introducing artist fees paid by art institutions
2. Including artist fees in the budget as one of the conditions of awarding Ministry of Culture grants
3. Formulation of labour rights for artists
4. Including artists in the pension and health insurance systems
5. Devising and publishing *The Black Book of Artists in Poland* defining the status of artists in Poland and the conditions of creative work

In May 2012 OFSW organised a nationwide Art Strike developed to highlight the issues and fight for a relevant and fair taxation system and national insurance provision for artists. About 80 cultural institutions took part in the strike, also called A Day Without Culture, closing their doors for the day (24 May 2012) as a gesture of solidarity with artists. Amongst participating institutions were: Galeria Miejska Arsenał in Białystok, Contemporary Art Centre Łaźnia in Gdańsk, National Museum in Kraków, Centre of Contemporary Art Zamek Ujazdowski in Warsaw and The National Museum in Warsaw.

The Agreement for Minimum Payment for Artists is a new initiative by OFSW. Publicly-funded institutions are encouraged to sign the document that sets minimum fees, making the signatories obliged to pay exhibiting artists. The fees cannot be waived or lowered, but the artists can negotiate higher fees on an individual basis. This is so that the cultural institution or the curator acting on its behalf is not able to suggest to the artist a change of use for their fee. The fee is paid directly to the artist and not used for printing the catalogue, buying wine, private view costs or other purposes. The purpose of the regulation is exactly so that the artist doesn't have to be faced with a 'fee or other gains' dilemma.

On 17 February 2014 the first few Polish cultural institutions signed the Agreement for Minimum Payment for Artists prepared by Citizens' Forum for Contemporary Art.

The agreement guaranteeing a minimum fee of 800 PLN gross for participation in a group exhibition, a minimum fee of 1200 PLN gross for participation in a small solo exhibition (so called 'project room') and a minimum fee of 3700 PLN gross for participation in a solo exhibition was signed by: Hanna Wróblewska, the director of Zachęta Narodowa Galeria Sztuki, Joanna Mytkowska, the director of Museum of Modern Art in Warsaw and Małgorzata Ludwisiak, the deputy director of Muzeum Sztuki in Łódź. On behalf of Arsenał Gallery in Poznań the deputy director Karolina Sikorska signed a similar agreement guaranteeing minimum fees of 1200, 1500 (in case of a two-person exhibition) and 3500 PLN. Artists Katarzyna Górna i Zuzanna Janin signed the agreements on behalf of the Citizen's Forum for Contemporary Art.

OFSW is campaigning and encouraging other galleries and museums to sign similar agreements. Galeria Kronika in Bytom, Museum of Modern Art MOCAK in Kraków, Galeria Arsenał in Białystok, BWA in Tarnów and Galeria Labirynt in Lublin all expressed an interest in signing the agreement. The agreements are valid in the year 2014 and in the case of their extension, will be negotiated on a yearly basis. The hope is that institutions will want to continue with the agreement and that the fees will increase along with extending the list of jobs the artists are paid for.

The agreement is the first step towards wider regulations regarding the working conditions of artists and their position in the job market in Poland. The next step will be the negotiation, signing and implementing of a Pact for Artists, which would become a new social contract between artists and the state. The new regulations would mostly concern the social and economic situation of artists - including regulations concerning health care provision, income tax, pensions, disability, unemployment and parental benefits, altering the Trade Union Law to allow independent artists to associate and regulation of copyright issues, etc. OFSW is currently collaborating with the Ministry of Culture and National Heritage, the Ministry of Finance and government experts to devise the content of the Pact.

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Agreement for Minimum Payment for Artists

Preamble

Cultural institutions and artists are interested in regulating the conditions of mutual cooperation – part of that regulation is the payment of fees to artists by cultural institutions. Both sides: Citizen's Forum for Contemporary Art, representing the artist community and the directors of cultural institutions, representing the institutional side, are acting for the common good of culture and its creators.

They agree that the regulations will have a positive impact on recognising the value of artists' work and highlighting the role of institutions in supporting their work. The sides formulated the content of the declaration (below) hoping that it is a prelude to a new social contract between the State and artists. The new social contract called Pact for Artists will develop the regulations of the arts and culture started by Pact for Culture.

The content of the agreement

Institutions pledge to remunerate artists, both for their participation in individual and group exhibitions as well as art projects in the year 2014.

Minimum fee for the participation in a group exhibition in the year 2014 will not be lower than **800 PLN** gross. It concerns artworks loaned directly from the artist. The above fee does not include other costs such as production and transport costs, accommodation, travel, etc.

Minimum fee for the participation in a small solo exhibition (so called 'project room') in the year 2014 will not be lower than **1200 PLN** gross. This does not include other costs such as production and transport costs, accommodation, travel, etc.

Minimum fee for the participation in a solo exhibition will not be lower than **3700 PLN** gross, which is the equivalent of the national average monthly wage in the first quarter of the year 2013³. This does not include other costs such as production and transport costs, accommodation, travel, etc.

If the agreement is extended to the year 2015 and beyond, the above minimum fees for artists will increase to a newly renegotiated fee taking into account the budget abilities of the institutions.

³ Bureau of Statistics Director's report, 13 May 2013 regarding the average monthly wage in the first quarter of the year 2013

All the production costs and costs relating to production of an exhibition or an artistic project and making it available, ie fees, travel and accommodation expenses, production costs and partial reimbursement of production costs, are dependent on the budget held by the institutions guaranteed by the organizer.