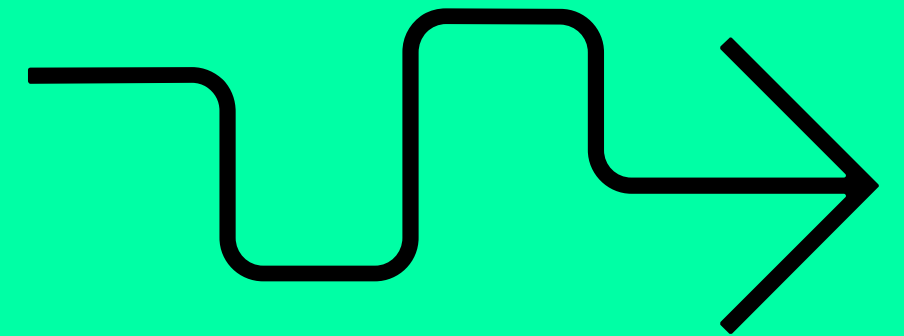

LEGAL LAB REPORT 1: ART + TECH/SCIENCE COLLABORATIONS

**SERPENTINE
LEGAL LAB**



PRODUCED BY

Serpentine R&D Platform Legal Lab

Victoria Ivanova - Serpentine R&D Platform Strategic Lead

Alana Kushnir - Legal Lab Principal Investigator

Jasper Salomonsz, Adelaide Dunn, David Jenal - Associate Researchers

Katy Beale, Estela Oliva - Strategic Communications

Marie Potel-Saville - Legal Innovation by Design

EDITED BY

Sarah Shin

DESIGNED BY

“ a m u r a b i

legal innovation by design

Published in July 2021

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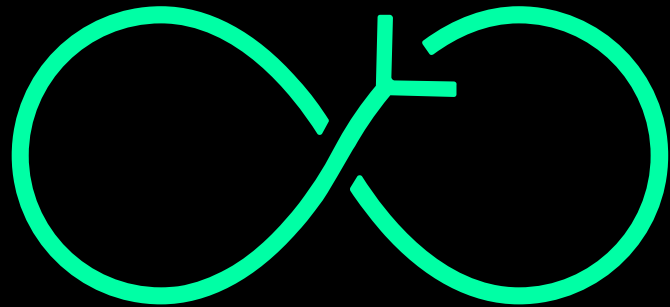
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FOREWORD



Over the last seven years, Serpentine has been supporting artists and art engaging with advanced technologies. These incredible projects continue to bring together artistic, scientific and technological communities for collaborative experimentation and innovation across disciplines.

Serpentine's Legal Lab launched in 2019 to support these pursuits. The Legal Lab seeks to strengthen the foundations of the future ecosystem for art, science and technology, through investigating legal issues and prototyping accessible legal solutions.

We are honoured to share this essential research with our wider communities.

We would like to thank Alana Kushnir, Legal Lab's Principal Investigator, for her tireless work leading the lab since its inception and Victoria Ivanova, Serpentine R&D Strategic Lead, for her support and guidance; Marie Potel-Saville and Amurabi for their contribution in shaping this report; and the Legal Lab Advisory Panel for their expertise and generosity in sharing their time. Many thanks to the Legal Lab Research Associates, David Jenal, Adelaide Dunn and Jasper Salomonsz, as well as Katie Beale and Estela Oliva for their development strategy and delivery of the Legal Lab Survey campaign.

We are immensely thankful to everyone who responded to the Legal Lab Survey, participated in interviews and took part in the wider research process.

Serpentine thanks its partners Bloomberg Philanthropies, advisors AECOM and Weil, as well as The Royal Parks for their ongoing support. The public funding that Serpentine receives through Arts Council England provides an essential contribution towards all of the organisation's work and Serpentine remains grateful for this continued commitment. We would also like to thank Arts Council England and the Department for Digital, Culture, Media and Sport for their support through the Culture Recovery Fund.

The Council of the Serpentine is an extraordinary group of individuals that provides ongoing assistance to deliver its ambitious programmes. We are sincerely appreciative, too, for the support from our Corporate Partners, Americas Foundation, Patrons, Future Contemporaries and Benefactors.

Finally, we would like to express our gratitude to Serpentine's Arts Technologies and R&D Platform team: Alex Boyes, Tamar Clarke-Brown, Victoria Ivanova, Eva Jäger, Ben Vickers and Kay Watson.

Bettina Korek, CEO

Hans Ulrich Obrist, Artistic Director

London, July 2021

SERPENTINE

SERPENTINE SUPPORTED BY



Supported using public funding by
**ARTS COUNCIL
ENGLAND**

**Bloomberg
Philanthropies**

WHY DID WE DO THIS?

WHY FOCUS ON ART + TECH/ SCIENCE COLLABORATIONS?

The concerns of the Legal Lab are especially pertinent to the **expanding realm of cross-disciplinary relationships between art actors and external fields, including technology and science.**

For those collaborating with artists, these relationships tend to provide **opportunities to access new artistic experiments, take greater risks and innovate.**

In collaborations across art and technology, and art and science, there are **numerous frictions or 'pain points' caused by the legal issues that collaborators may face.**

Such collaborations have also brought to the fore **new types of pain points for collaborators**, because of the cutting-edge nature of the technology involved.

In the past, legal issues have been difficult to learn from because the majority of resulting disputes are addressed privately and do not have their day in court, so to speak.

When it comes to art and tech, the law always plays catch-up.

WHY DID
WE DO
THIS?

WHAT IS 'USER RESEARCH'
AND WHAT IS A 'USER'?

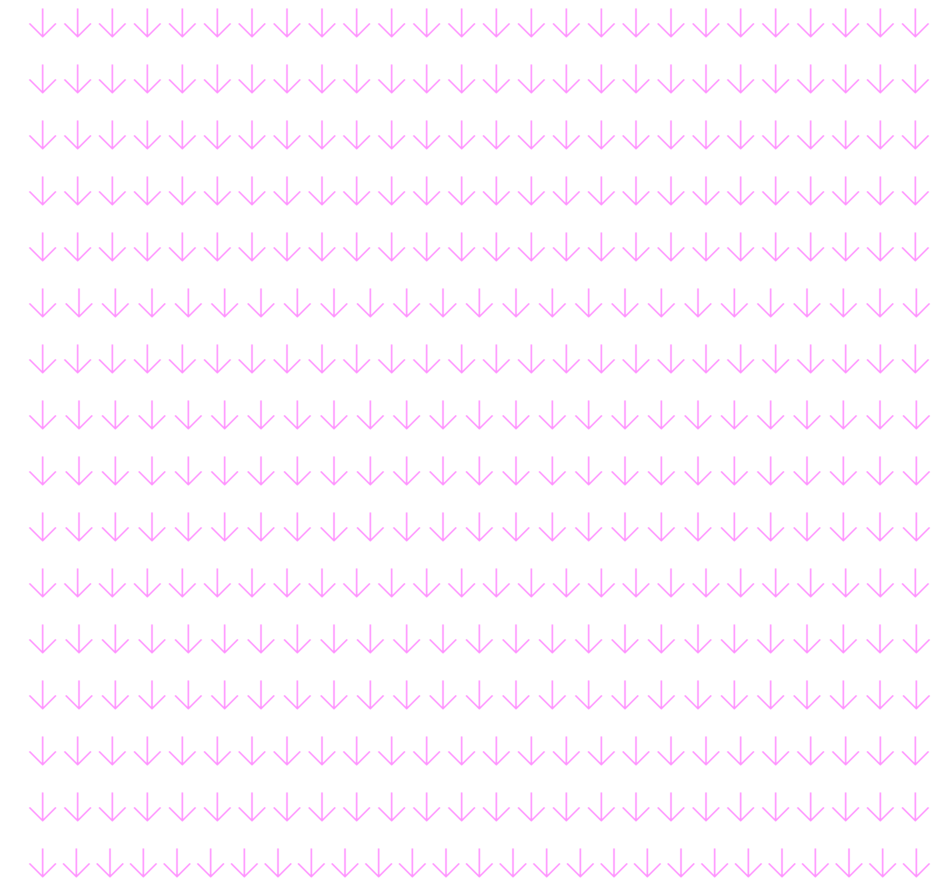
The research and the report are based on 'legal design' principles. Legal design is a multi-disciplinary approach that involves designers, lawyers, technologists and other experts exploring a set of issues in an interactive way.

This is why the Legal Lab started by identifying the various 'users' of art + tech/science collaborations:

- artists
- technologists
- scientists
- curators
- lawyers
- legal academics
- arts organisations
- galleries
- tech companies

We then tried to gain a deep understanding of their 'user journeys'—their needs, expectations and pain points when collaborating.

Legal design can be described as the mobilisation of design and design thinking methodologies to solve problems in the legal arena and innovate in a user-centric way.



WHY DID WE DO THIS?

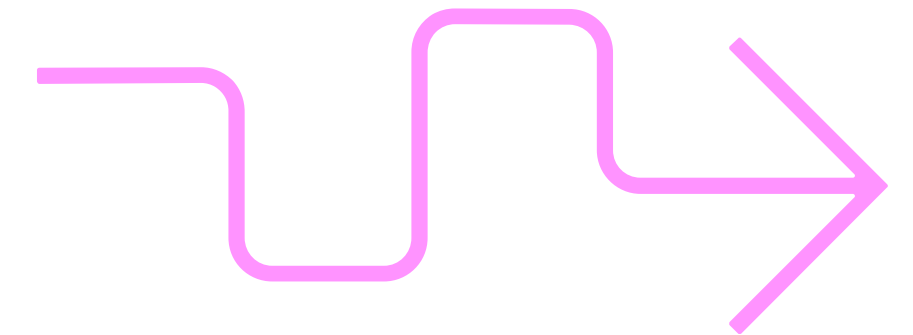
WHY HAS THIS REPORT BEEN PRODUCED?

The report aims to :

- Share knowledge on the current pain points for art + tech/science collaborations
- Catalyse and facilitate a common language of legal tools
- Identify opportunities for action that resonate with collaborators and empower them to make better use of legal tools

The report aims to catalyse the development of user-friendly contractual processes and legal education resources, as well as cross-disciplinary standards for best practice in collaboration.

We aim to strengthen the power and reach of collaborations across numerous sectors and industries.



HOW DID WE DO THIS?



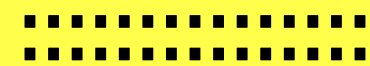
A long-form survey with qualitative objectives and

OVER 250 RESPONSES

*** **

A short-form social media questionnaire with quantitative objectives conducted via Serpentine's Twitter, LinkedIn and Instagram

THREE SOCIAL MEDIA PLATFORMS



Interviews to refine our understanding of who is involved in collaborations and dig into the specific issues they face when collaborating

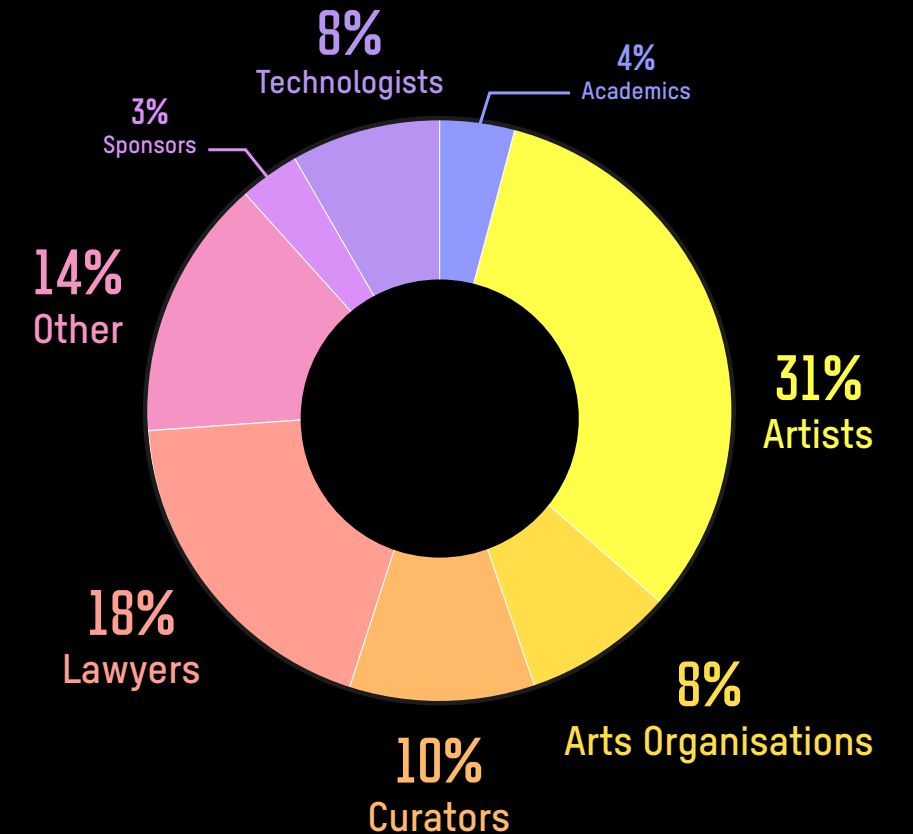
30 IN-DEPTH INTERVIEWS

Questions in the long-form survey and interviews were structured around user groups.

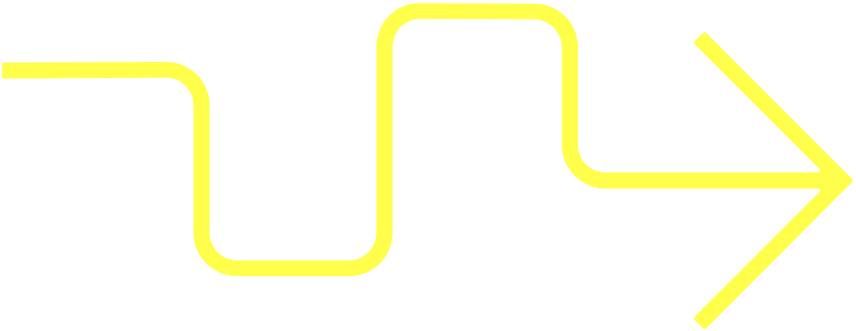
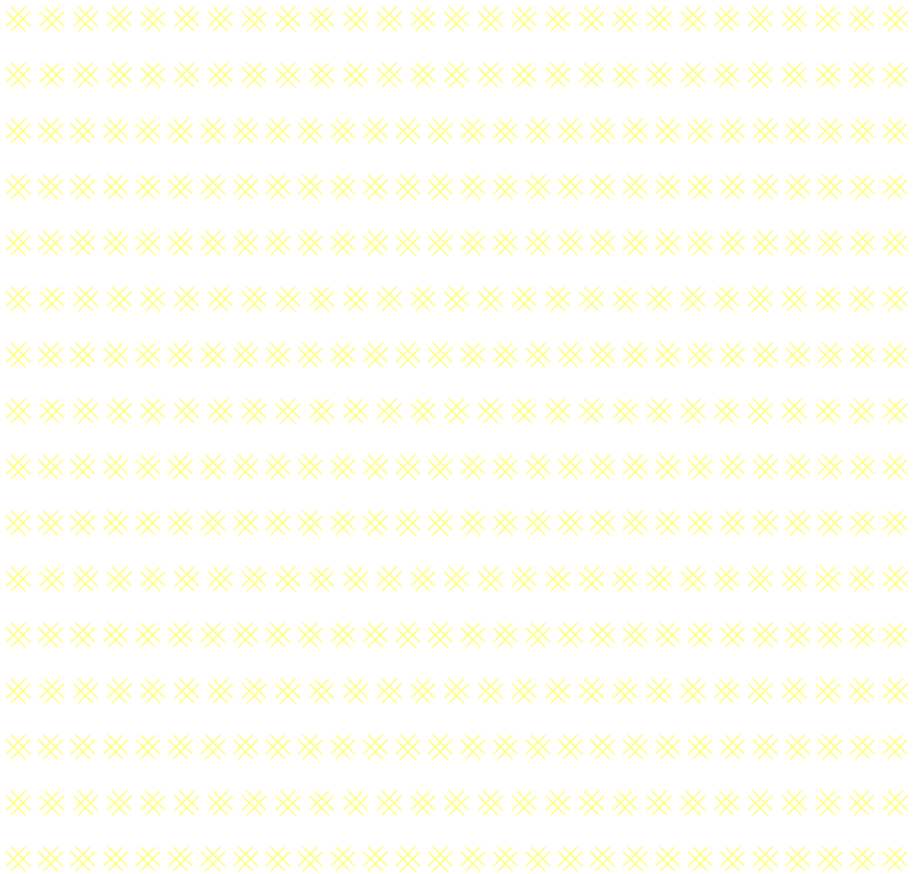
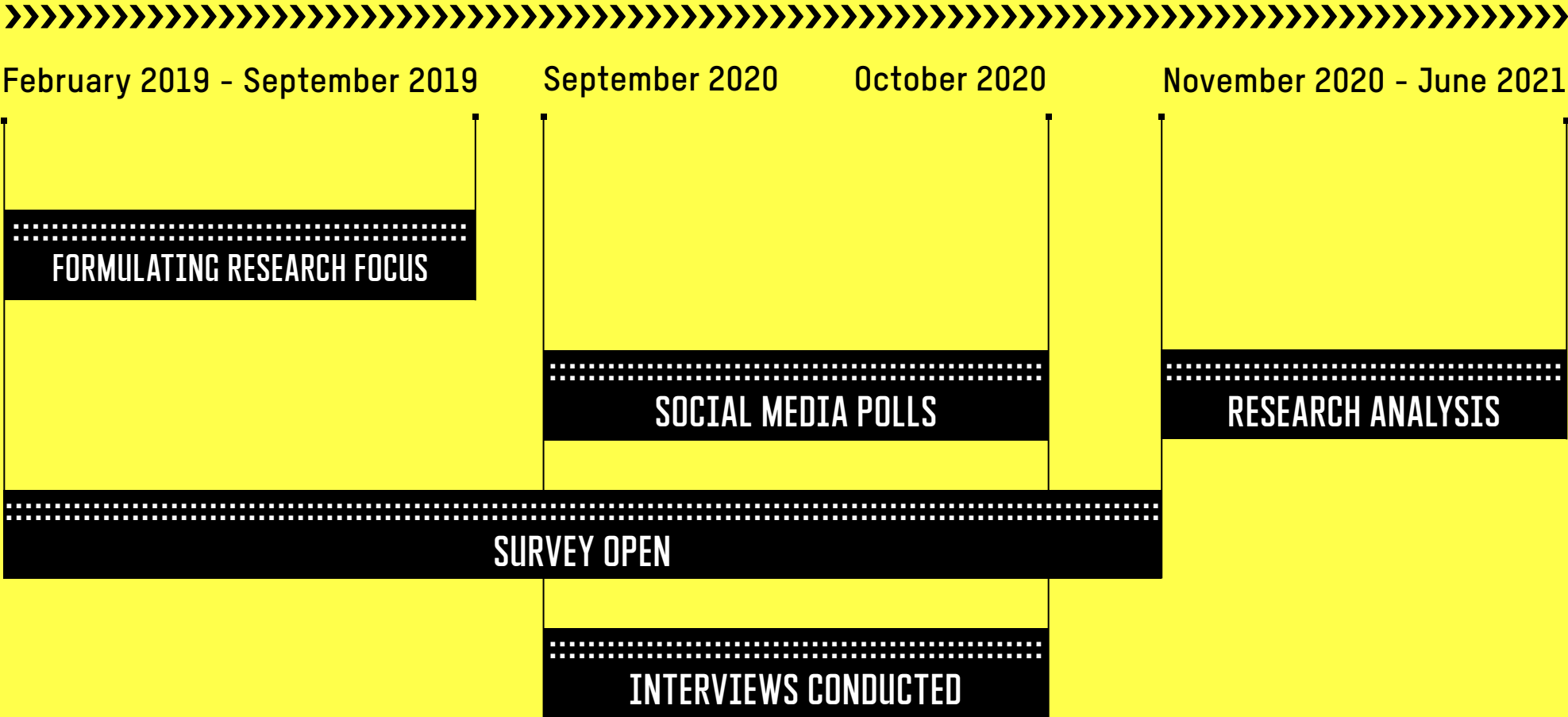
Since numerous participants wear multiple user hats, respondents were invited to answer questions on the basis of the user type they identified with the most.

Artists comprised the largest user group at 31%. Of all users involved in collaborations across art + tech/science, the artist is the key contributor without whom the project cannot occur.

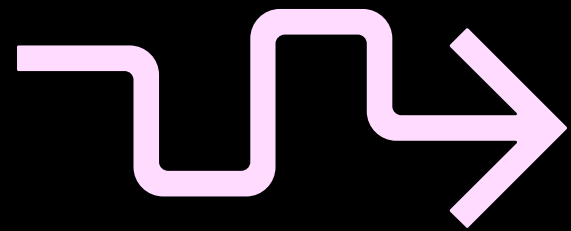
RESPONDENTS



TIMELINE OF RESEARCH AND ANALYSIS MORE THAN 2 YEARS



WHAT DO
CROSS-
DISCIPLINARY



COLLABORATIONS
LOOK LIKE?



ARTISTS IN THIS FIELD ARE
WORKING WITH:

- Simulation technologies like immersive installation, multi-channel animations at large scale, augmented reality apps, projection mapping, VR and social VR or XR, 3D printing
- Automated and code-based technologies like AI or machine learning, that use data, robotics, algorithms, software
- NFT, crypto and blockchain art
- Organic life and biology like DNA, chemicals, minerals

Artists reported deploying advanced technologies in ways such as:

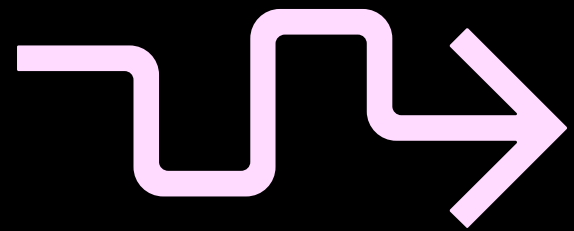
- tools
- mediums
- areas of investigation

To that end, artists reported collaborating with **programmers, animators, engineers, game developers, software developers, data scientists, chemists, mineralogists, physicists and astrophysicists**, to name a few. Artists also reported collaborating with technology companies and other sponsors, such as universities.



Serpentine is committed to challenging and reshaping the role of technologies in culture and society by supporting cross-disciplinary collaborations engaging with advanced technologies.

WHAT DO CROSS- DISCIPLINARY



COLLABORATIONS LOOK LIKE?

FOR ARTISTS, CURATORS AND PRODUCERS THE MOST COMMON MOTIVATIONS FOR COLLABORATING INCLUDED:

- Opportunities to access technologies, technical expertise and facilities
- Learning to develop their practices
- Funding

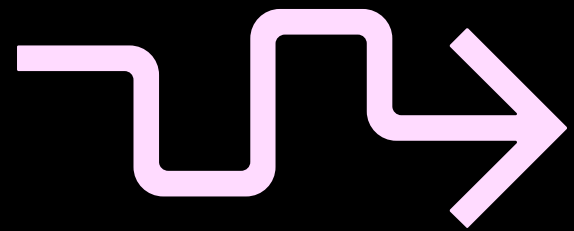
The traditional art system of creating is usually more oriented to one artist, a single production, whereas digital media multiplies and can be shown in different formats.

Artist

Institutions tend to underestimate the financial pressures for creatives working with AI or VR. It's a very expensive way of making.

Producer

WHAT DO CROSS- DISCIPLINARY



COLLABORATIONS LOOK LIKE?

FOR TECHNOLOGISTS AND SCIENTISTS, THE MOST COMMON MOTIVATIONS FOR COLLABORATING INCLUDED:

- Learning and developing their work
- An opportunity to work in a less pre-determined way
- Taking risks

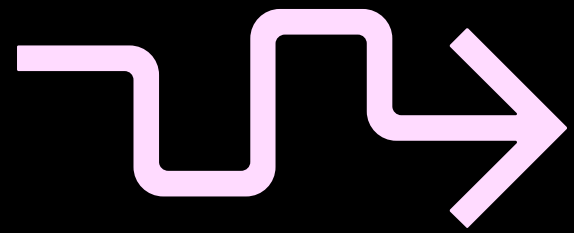
The projects and processes tend to feel freer and more egalitarian.

Technologist

In the commercial world, there are different stakes and protections. The notion of doing something new in AR or VR is a risk. In the arts, you can engage with risk-taking because artists are by definition risk takers.

Technologist

WHAT DO
CROSS-
DISCIPLINARY
COLLABORATIONS
LOOK LIKE?

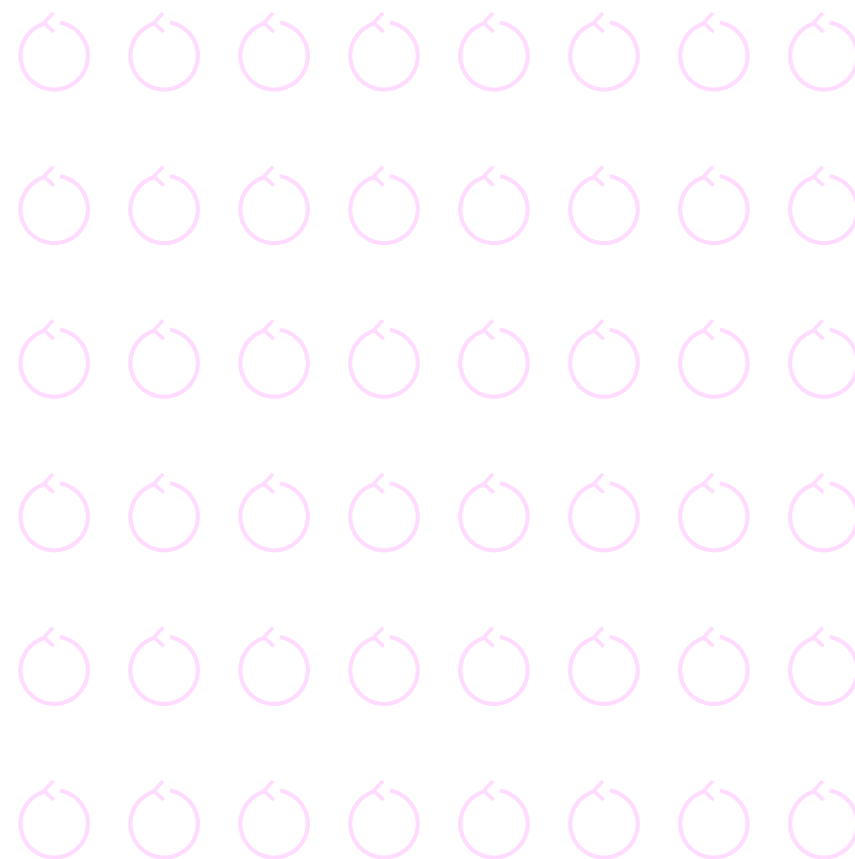


FOR TECH COMPANIES
AND SPONSORS THE MOST
COMMON MOTIVATIONS FOR
COLLABORATING INCLUDED:

- Sharing in the creative value that an artist can bring to a project
- Opportunities to generate revenue

Collaborating with artists means learning new skills, [and] making new connections.

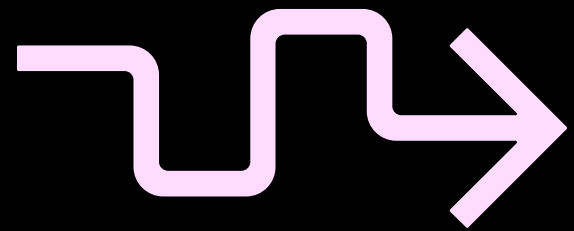
Tech Company



Digital visual art can be commissioned and created once but sold many times. It is our thesis for generating revenue.

Gaming Company

WHAT DO
CROSS-
DISCIPLINARY
COLLABORATIONS
LOOK LIKE?



WHAT BUSINESS
STRUCTURES DO ARTISTS
USE IN ART + TECH/
SCIENCE COLLABORATIONS?

When collaborating, artists tend to use the following business entity structures:

- Sole trader or sole proprietor
- Limited liability company

Joint ventures, partnerships new corporate and non-profit structures were rarely deployed. The research suggests that artists and curators tend to be unaware of the benefits of incorporating their business and how corporate structures can be used to protect their personal assets.

Many artists are unaware of what type of business entity they use for their practice.

It feels like there's a huge gap in legal structures available to record the relationship in a meaningful way with longevity in mind.

Art Tech Startup

WHAT ARE # # THE PAIN POINTS?

Some pain points are issues that are related to the informal relationships that typically govern the production and dissemination of art.

The most common of these include:

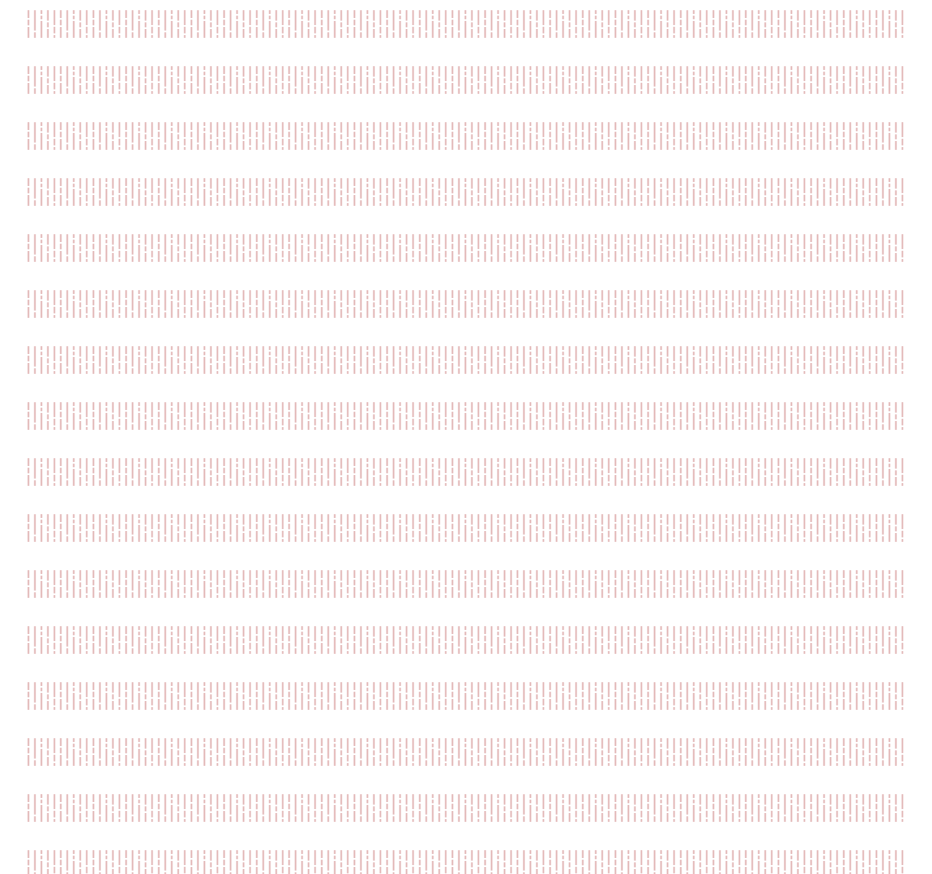
- ↗ Anti-contract mindset
- ↗ Lack of access to specialist legal advice
- ↗ Infrequent use of written contracts
- ↗ Written contracts usually initiated by the host institution or sponsor
- ↗ Lack of opportunities to negotiate a contract before signing

There are also pain points that arise specifically from art + tech/science collaborations:

- ↗ Finding a common language
- ↗ Different working expectations
- ↗ Prioritising different contract terms
- ↗ Use of prior intellectual property and open-source code
- ↗ Ownership of project IP
- ↗ Rights to use project IP
- ↗ Royalties
- ↗ Crediting entitlements

In collaborations across art + tech/science, there are numerous frictions or 'pain points' caused by legal issues that collaborators may face.

Art + tech/science pain points occur because of the novel legal issues surrounding advanced technologies and the involvement of collaborators who are unfamiliar with the norms of the art ecosystem.



WHAT ARE #
THE PAIN
POINTS? #

ANTI-CONTRACT MINDSET

In the field of art there is a tendency to shy away from legally onerous forms of arrangement.

The anti-contract mindset is partly the result of poor experiences when entering into contracts in the past.

The perspective is that lawyers aren't there for you, that the law is there to take advantage of you. Everybody's scared of that stuff because it's not written in the way that we talk. It's all about people fighting over loopholes.

Technologist

One of the pervading myths relating to contracts in the field of art is that one should not enter into a written contract because it is not useful.

A big problem with artists and the art scene generally is an almost pathological aversion to written agreements. There are a lot of 'gentleman's agreements'. I'm not sure how much thought artists give generally to the idea of legal obligations as opposed to moral ones.

Lawyer

WHAT ARE #
THE PAIN
POINTS? #



LACK OF ACCESS TO SPECIALIST LEGAL ADVICE

The anti-contract mindset is also partly caused by the **rarity of access to affordable legal advice and the rarity of lawyers who have in-depth knowledge** of how art + tech/science collaborations work in practice.

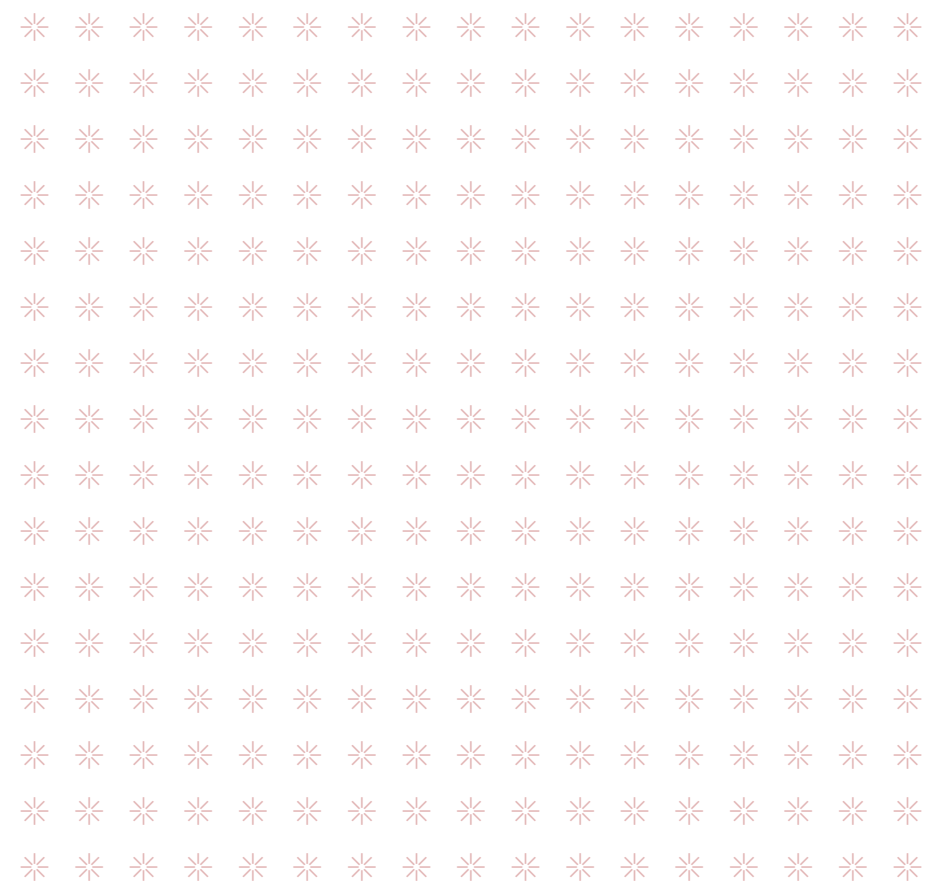
More established artists, such as those **operating studios with more than five staff members, usually engage a lawyer** to negotiate and manage contractual

arrangements on their behalf.

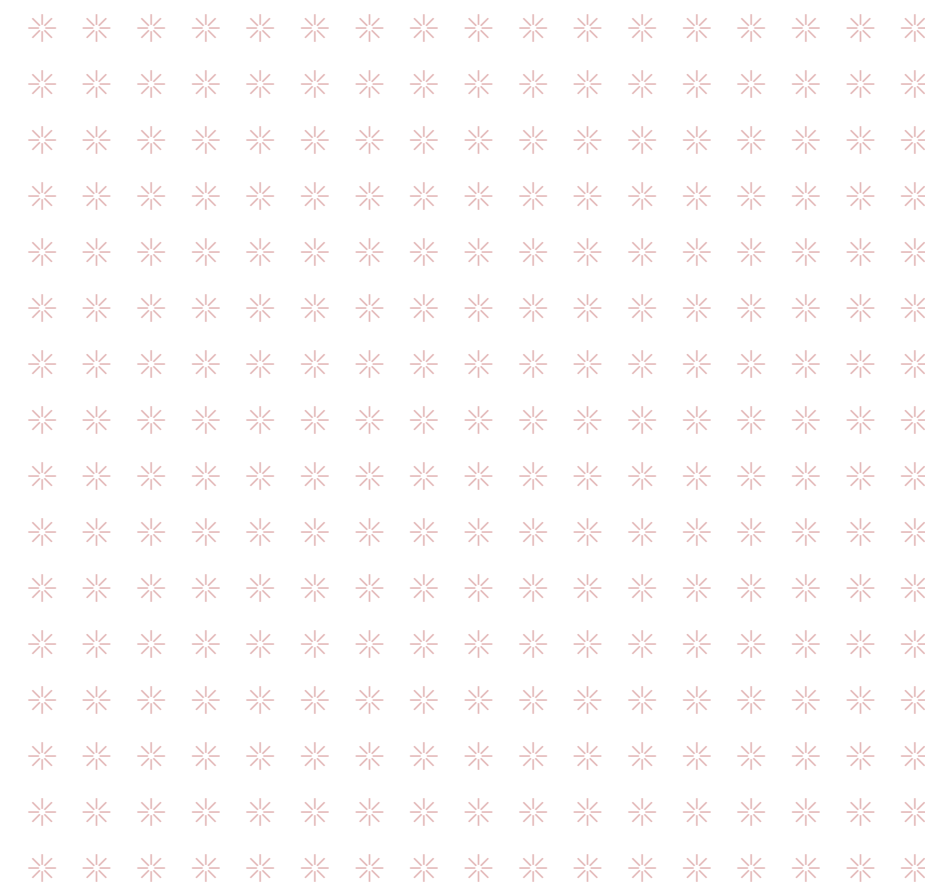
A number of artists and curators expressed the desire to have a lawyer advise them on a contract before signing.

In contrast, for a technology sponsor or university partner in a collaboration, the contract is generally drafted by an in-house or external lawyer.

Drafting and negotiating a collaboration contract between an artist and other stakeholder(s) is a **niche role**.



Legal representation of artists is still relatively niche compared to those working in other creative industries, such as musicians and actors.



WHAT ARE # # THE PAIN POINTS?

INFREQUENT USE OF WRITTEN CONTRACTS

Historically, written contracts have tended to be of more **conceptual interest to artists than as a tool for better structuring their own arrangements.**

For example, 'The Artist Reserved Rights Transfer and Sale Agreement', written by Seth Siegelaub and Bob Projansky, has been a common reference point for various conceptual artworks.

The Siegelaub contract has become a paradigmatic mythical kind of structure. It is brilliant in articulating artists' economic and authorial rights, but it's flawed and dated in other respects.

Lawyer

14% of user respondents don't use written contracts at all

42% use written contracts sometimes but not always

44% use written contracts

With artistic collaborations, relationships often evolve organically. Everyone goes into them with a handshake... No one thinks about the longer-term legal implications, so it all has to be done retrospectively, which becomes very difficult.

Lawyer

WHAT ARE THE PAIN POINTS?



WRITTEN CONTRACTS USUALLY INITIATED BY THE HOST INSTITUTION OR SPONSOR

A host institution for a collaboration, such as a university, museum, gallery or residency organisation generally drafts the collaboration contract using existing templates.

Some host institutions will draft a **MOU (memorandum of understanding)** as an

initial form of arrangement, seeing it as a pre-contractual phase that clarifies the expectations of the collaborators. According to one curator, host institutions take this approach 'because it's easier to understand and summarise for a non-legal audience'. Others think of it as being legally binding, depending on the circumstances.

Some survey respondents mentioned using **the Lambert toolkit** for complex multi-partner projects involving universities and other collaborators. ↗ **The Lambert toolkit** is a series of model agreements for collaborative research devised by the UK government together with universities, UK companies and professional organisations.

We've drafted agreements ourselves occasionally, but more typically they're drafted by the largest partners, usually the corporates.

Artist Group

WHAT ARE # # THE PAIN POINTS?

LACK OF OPPORTUNITIES TO NEGOTIATE A CONTRACT BEFORE SIGNING

The research suggests that the opportunity to negotiate contract terms was greater if the contract was drafted **prior to the collaboration process beginning**. However, opportunities to negotiate contract terms were significantly fewer if the contract was drafted **after the collaboration process had already begun**.

Those who do enter into written contracts are generally asked to enter into them **before the collaboration begins or during the collaboration process**.

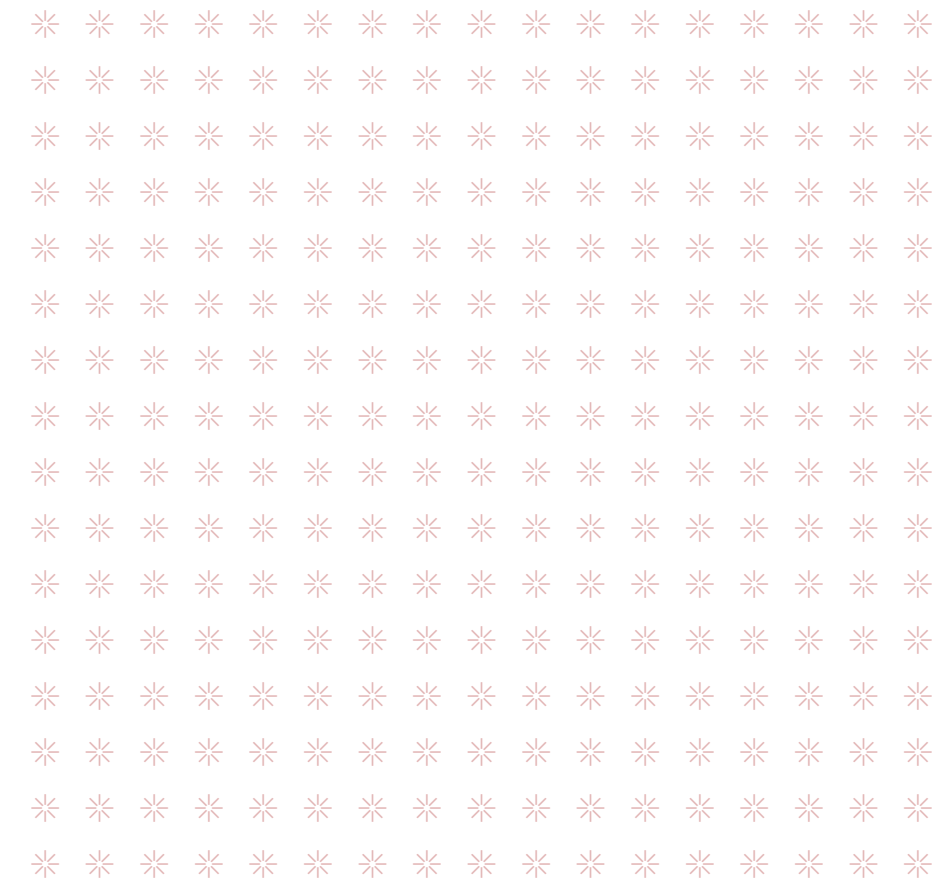
There is **little consistency** when it comes to opportunities to **ask for changes to a contract before entering into it**.

Sometimes when they ask you to sign [the contract] you know they mean 'sign this or you won't get the gig'. And even if you consider asking for something small to be changed they say 'oh we send this to everyone'.

Artist

Many curators wouldn't dare to ask for changes in the contract, or not all the changes. Institutions should make clear that the contracts they send out are drafts and negotiable because they want both sides to be happy.

Curator



WHAT ARE # # THE PAIN POINTS?

FINDING A COMMON LANGUAGE

Two of the most common words used by all users were 'communication' and 'time'.

Communicating ideas, messages and deadlines, or lack thereof, was a recurring concern. This was also expressed as a challenge in finding a common 'language' and 'differences in working cultures'.

The resource imbalance between contractual parties can likewise hinder finding a common language. This was a pain point expressed predominantly by artists.

The difference in vocabulary and unfamiliarity with external processes eventually results in delays.

Commercial Gallery

Artists want to be seen as more than 'work for hire'.

There's a mismatch in terms of economic incentives and privilege, and then you have technologists who think that everything is 'creative'.

Artist

WHAT ARE # # THE PAIN POINTS?

DIFFERENT WORKING EXPECTATIONS

Expectations of how a collaboration develops varied from user to user. For example, technology companies tend to set KPIs as part of the collaborative process, whereas artists do not.

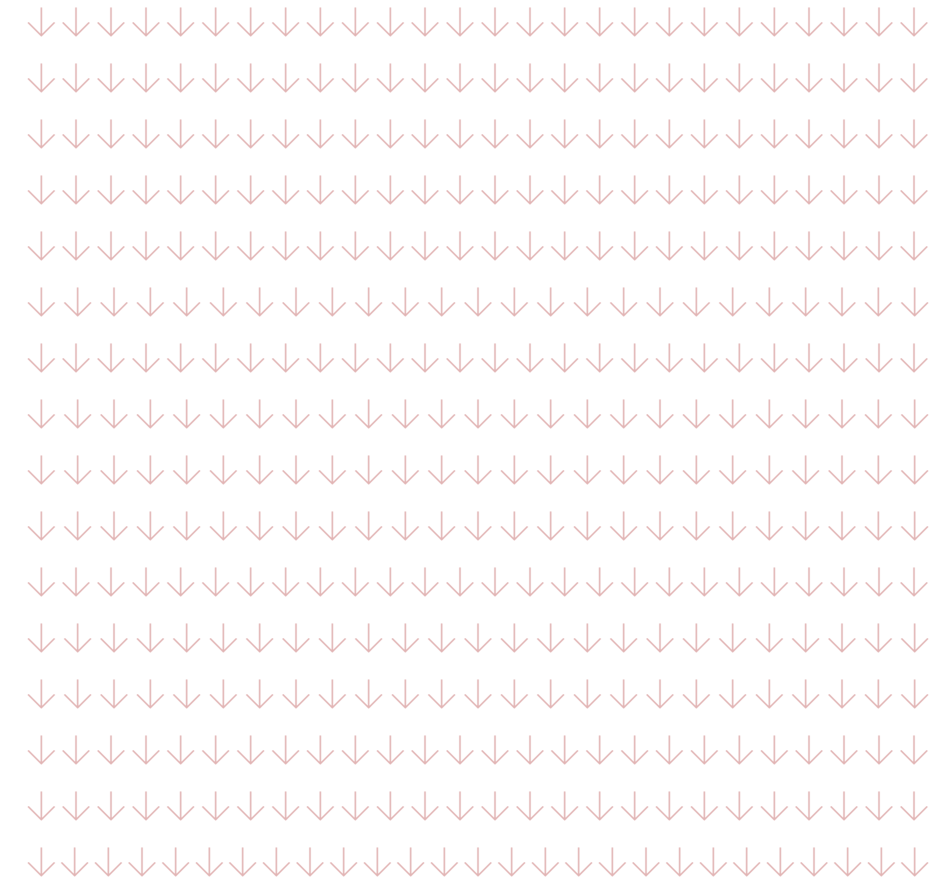
Motivations for collaborating also varied from user to user, in turn affecting the expectations of how a collaboration develops.

The most difficult thing is when a partner wants an idea right up front with a plan and a budget. They don't understand that making art is a process.

Technologist

For the art world, contracts generally end on the opening day of the exhibition but infrastructure is required for digital work to be maintained. It makes sense to keep a team together after launching the project.

Technologist



WHAT ARE # # THE PAIN POINTS?

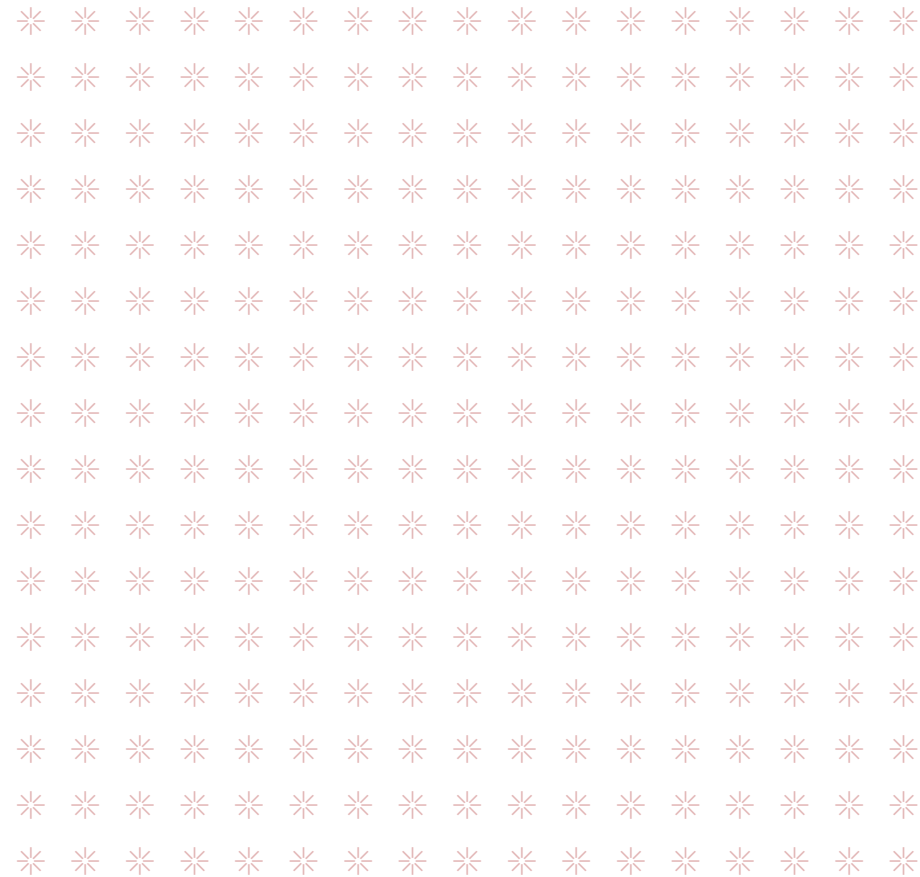
PRIORITISING DIFFERENT CONTRACT TERMS

Users more familiar with drafting and negotiating contracts prioritised:

- Ownership
- Liabilities
- Insurance
- Confidentiality

Users less familiar with drafting and negotiating contracts prioritised the practical components of the project:

- Deliverables
- Final form of the work
- Insurance
- Confidentiality



WHAT ARE # # THE PAIN POINTS?

USE OF PRIOR INTELLECTUAL PROPERTY AND SOURCE CODE

Use of prior intellectual property in a collaborative project varies. In almost all art + tech/science collaborations, **prior intellectual property created by one or more of the parties**, or open-source software code, is used in some way.

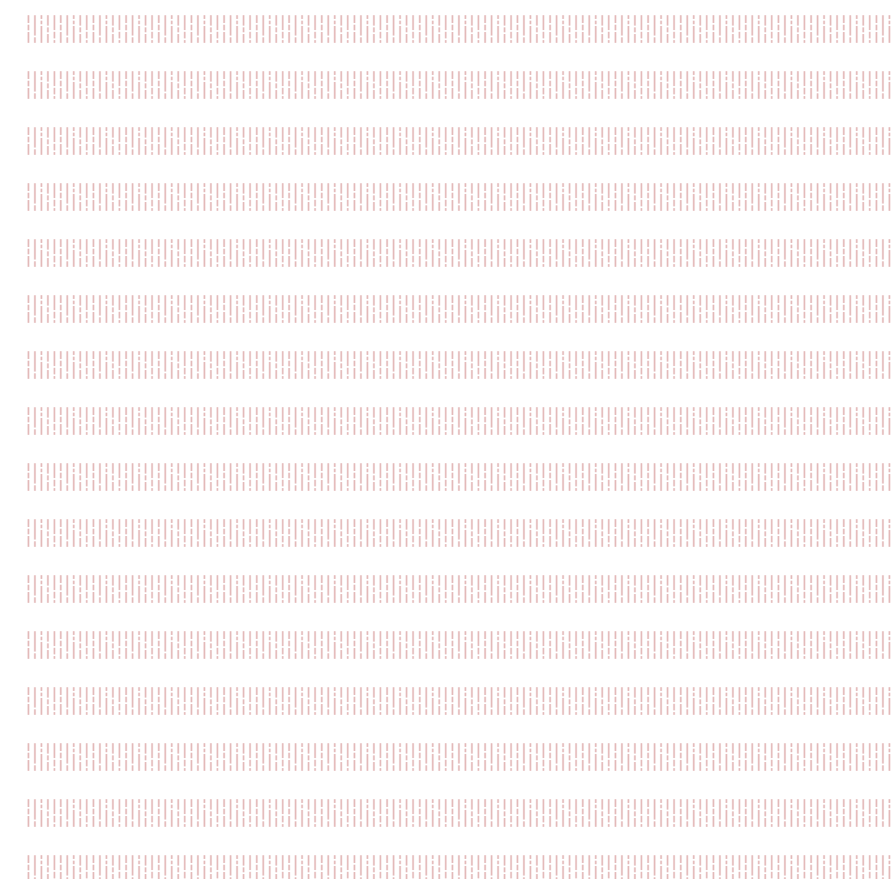
Technologists working with artists expressed an interest in **retaining the copyright in software code** that they have written for a specific project, and adapting it to other unrelated projects. Some technologists also explained that the ability to **negotiate the copyright terms is easier when collaborators understand what is involved for the technologist** in making the software for a project.

Every single programmer is pulling from p5.js [a JavaScript library for creative coding]. Every AI artist is running code from repositories on GitHub.

Artist

I am not just writing the software for [the] project, I'm writing myself a tool that's helping me write the software for [the] project, and that is something that I wrote for myself even though I was on the clock being paid for my time.

Technologist



WHAT ARE THE PAIN POINTS?

OWNERSHIP OF PROJECT INTELLECTUAL PROPERTY

As part of our survey, we asked artists, curators and technologists: Who owns the intellectual property created as a result of these collaborations?

The majority of responses to this question were that the artist owns the intellectual property.

However, the concept of authorship in intellectual property (IP) law doesn't necessarily reflect this presumption. For example, copyright law (a subset of IP law) may regard the person who puts the artwork into material form to be the author and first owner of the copyright.

Nevertheless, ownership of intellectual property by artists and even some technologists is strongly desired.

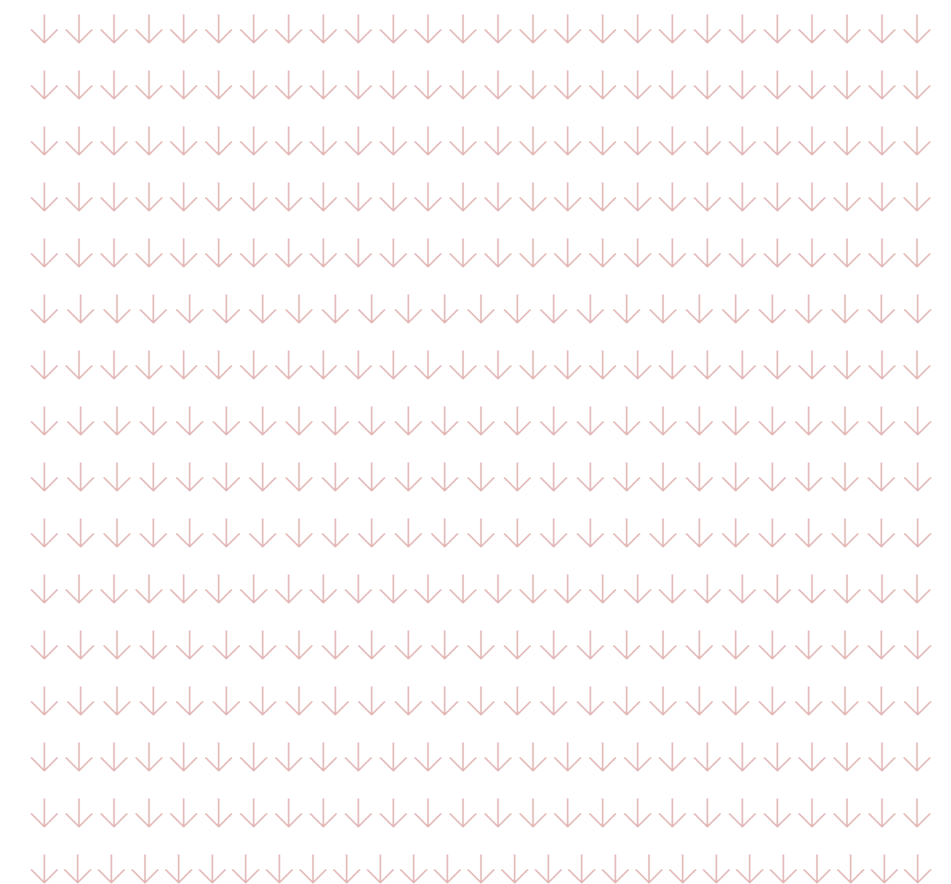
In our Instagram poll we asked @serpentineuk followers 'Do you know who owns intellectual property created when you collaborate with others?'

15% - YES

85% - NO

It's very important to me that I hold onto [copyright]. I make sure that it's clearly specified that the copyright returns to me at a point in time, or, in the event that the company closes, immediately.

Artist



WHAT ARE # # THE PAIN POINTS?

RIGHTS TO USE PROJECT IP

Users indicated being **confused about who has the rights to use the project IP and the protocols of such use**, especially once a project is completed. For example, in reference to the creation of a collaborative AI model, the following questions were raised by a respondent:

- Who owns the model when finished?
Is it jointly owned?
- How do we split future monetary proceeds?

- How is the work signed?
- When do I need to notify the collaborators if I reuse the model? What if we want to license the work at a later date?

Some users, especially artists, talked about operating in the spirit of **open-source culture** (and primarily being able to do so by relying on side jobs like academia for income). Other users, including artists, expressed an interest in **protecting and exploiting their IP**, and expressed uncertainty about it.

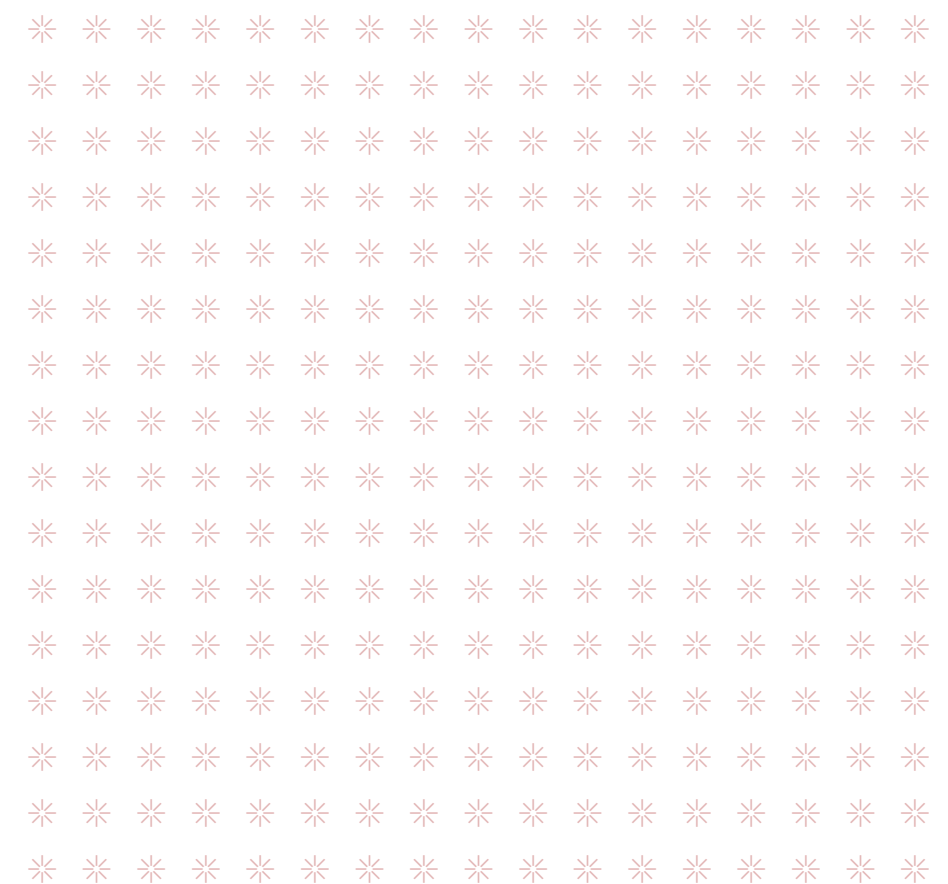
There are no standards regarding what material can be re-used for other projects.

This area of AI stuff is going to be more and more contested as machines can generate everything. Who owns that? Is it the person who trained the neural network? The person who designed the code? The person who executes it?

Artist

I try to very clearly define the 'output' of a collaboration as something separate from the 'tools' or 'process'. I frequently fight to make sure my tools and processes are specifically protected and remain my intellectual property, precisely so I can continue to use these tools in future projects.

Artist



WHAT ARE # # THE PAIN POINTS?



CREDITING

The right to be attributed as a collaborator for an art + tech/science project, and where such an attribution should appear, can become a pain point.

This is especially the case for **technologists and scientists** who may have contributed to the development of an art + tech/science project, but whose contribution is not visible to the public who experience the resulting work.

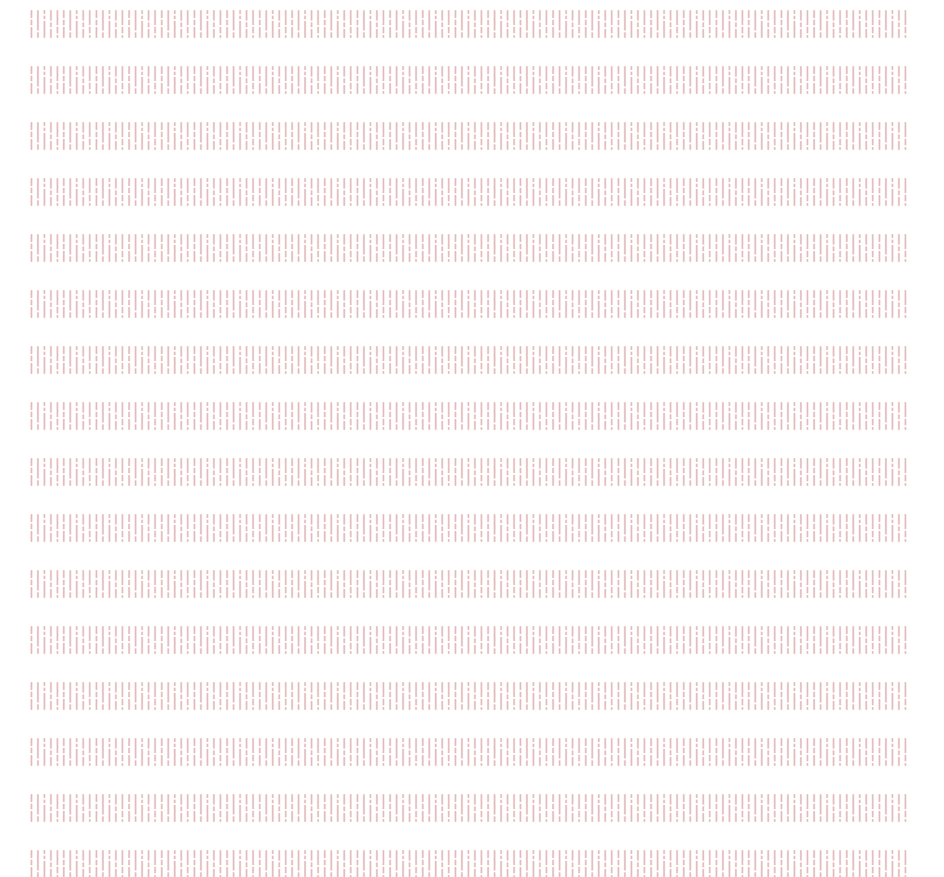
When you're working collaboratively on a project, there isn't really a language, and there isn't really an understanding or a space or an opportunity to talk about what it is you're doing and how you'd like to be credited.

Technologist

There are no standards when it comes to artists and host institutions crediting technologists and scientists who have worked on collaborative projects.

In science, if someone just reads over your paper their name will go onto it, whereas in art the idea of the lone creator remains upheld, and that's also what galleries, collectors and auction houses feel comfortable with.

Scientist



WHAT ARE # # THE PAIN POINTS?

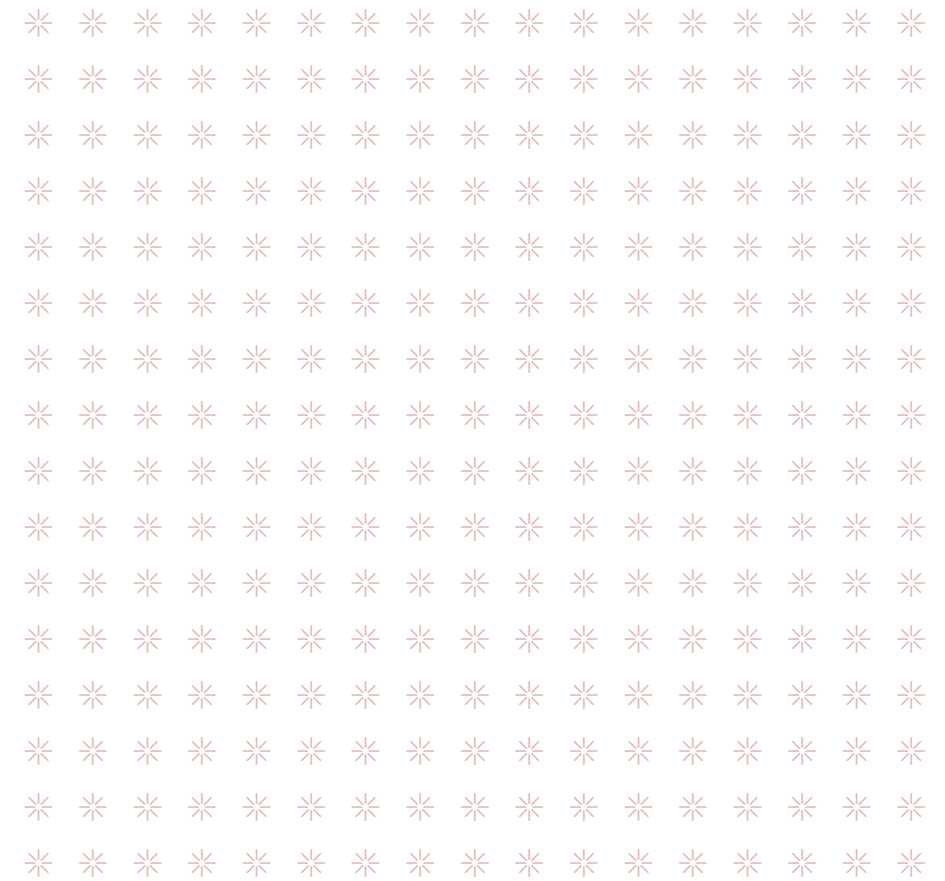


ROYALTIES ENTITLEMENTS

The research shows that in art + tech/ science collaborations, the primary form of remuneration of contributors is a **flat fee**. **In the art field, this is the equivalent of an artist fee.**

Other types of payment structures and incentives, like royalties and equity ownership, are **rarely used**.

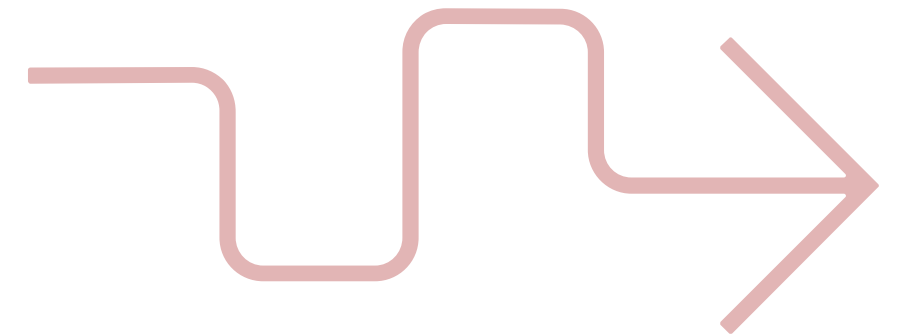
These alternative forms of payment are considered under **Wants & Needs**.



On the question of royalties, few respondents used alternative forms of payment structures to flat fees.

The tricky thing with artist [royalties] is that the only times that art is monetised is the moment that it is sold. When it's on someone's wall there are very limited ways to generate revenue from it.

Lawyer



WANTS & NEEDS

The research indicates that collaborators have **specific wants and needs** when it comes to the legal issues that they may face.

Some of these wants and needs are **related to the informal relationships** that typically govern the production and dissemination of art.

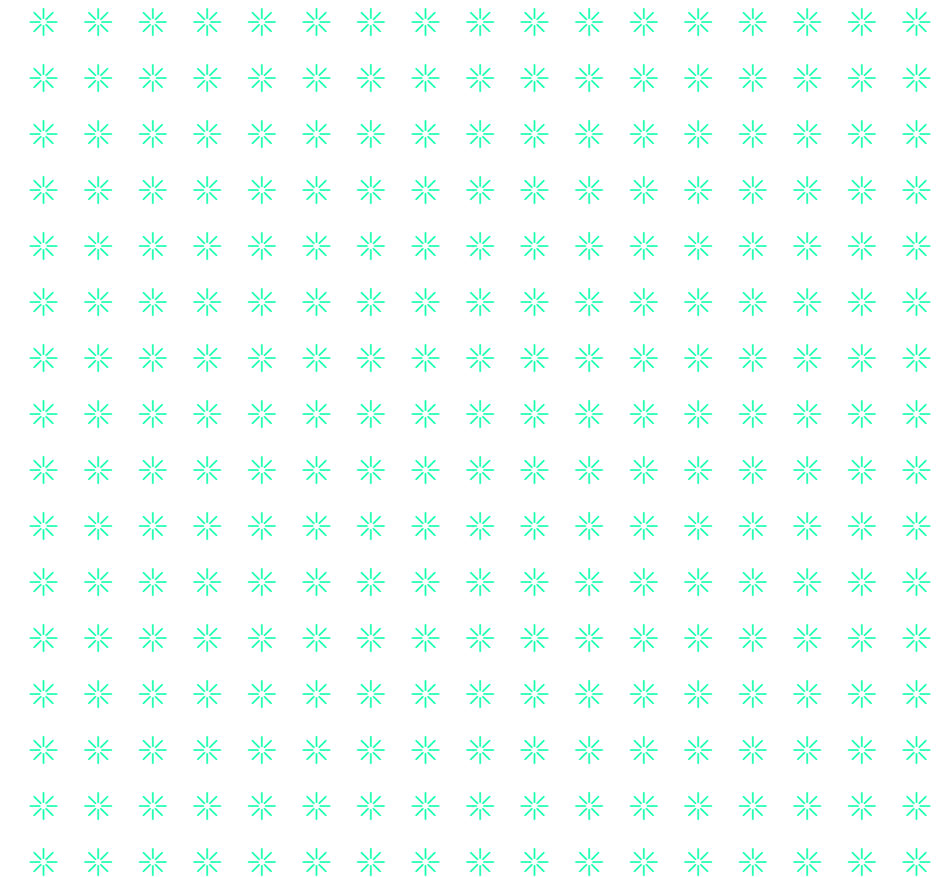
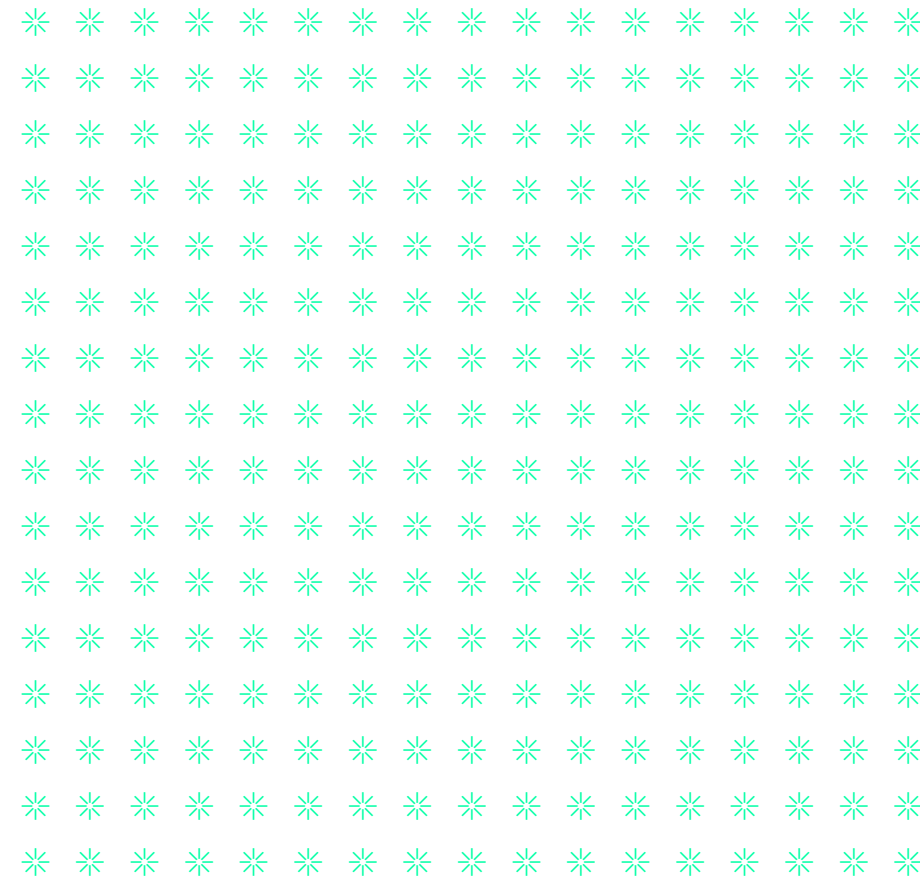
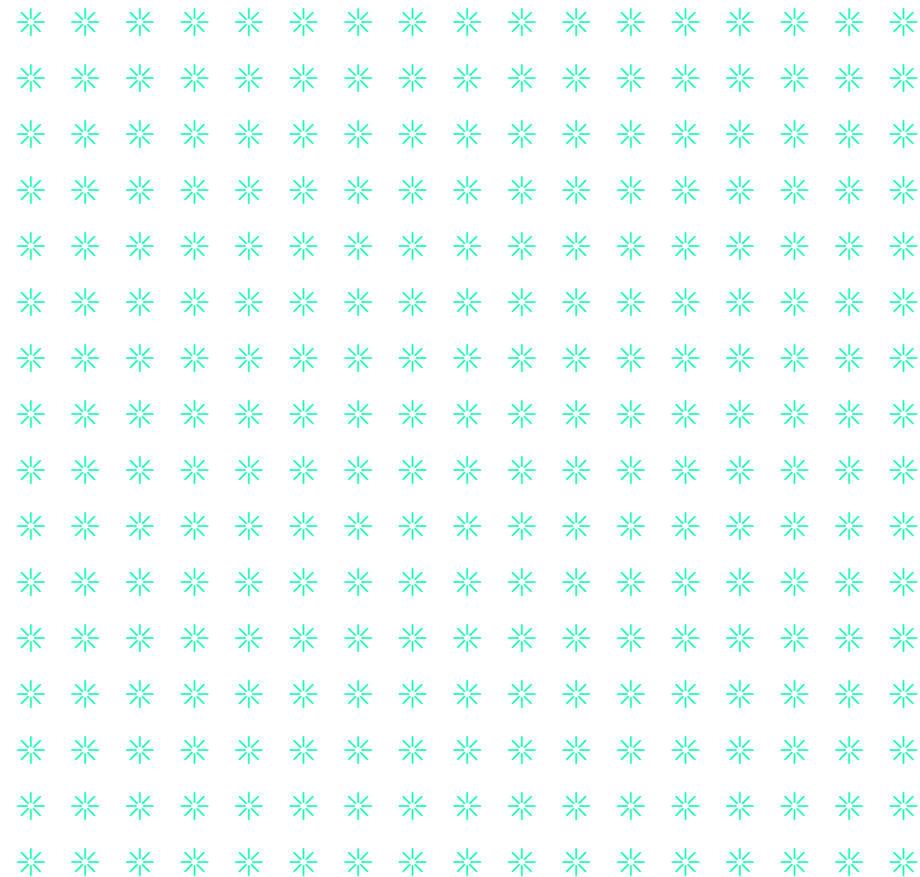
These include:

- ↗ Legal education at the tertiary level
- ↗ User-friendly contracts upfront

Other wants and needs of users are related to **pain points that arise specifically in relation to art + tech/science collaborations.**

These include:

- ↗ Access to lawyers with art and tech expertise
- ↗ Formation of other business models
- ↗ Building a common language across disciplines
- ↗ More communication



* WANTS & NEEDS *

LEGAL EDUCATION AT THE TERTIARY LEVEL

There is an urgent need for artists, curators and technologists to **better understand their legal rights and how collaborations can be structured more optimally for their benefit.**

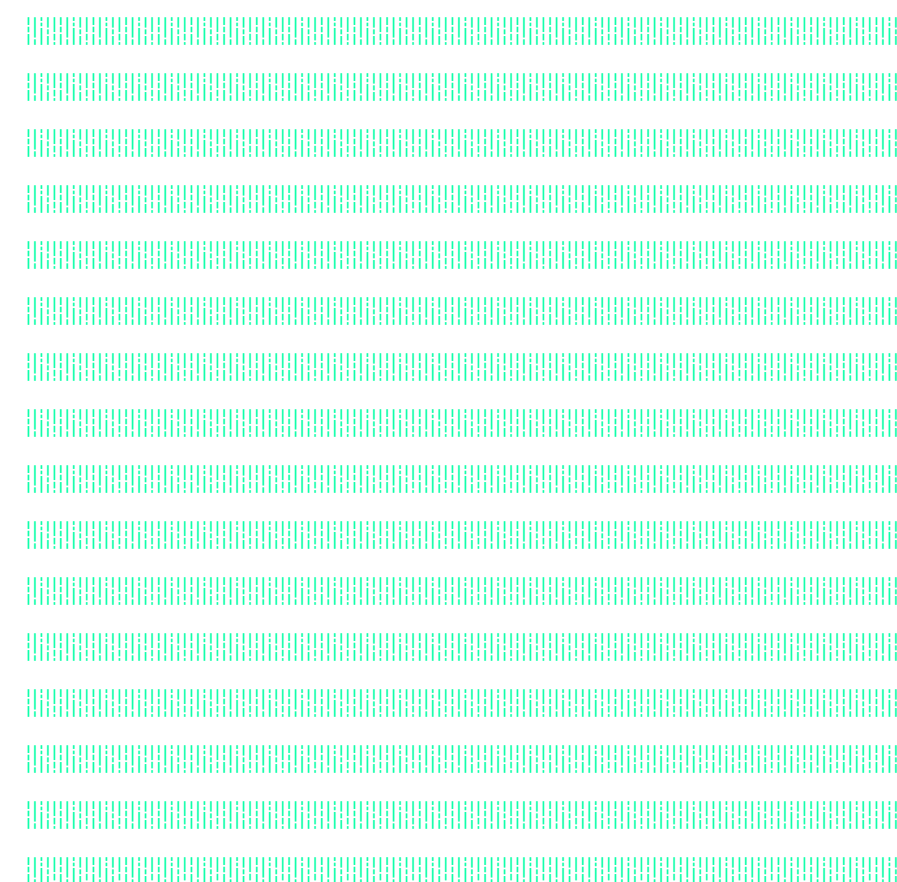
We found that lawyers and academics had concerns around **how little artists understood their legal rights.**

Non-tertiary bodies such as the ↗ [Center for Art Law](#) and ↗ [Institute for Art and Law](#) offer reputable resources when it comes to education in the field of art law.

However, the research suggests that the direct integration of legal education into tertiary studies (whether in art, science, engineering or other) is **critical for a foundational understanding of legal rights.**

I think art schools should have a mandatory business and law class. Young artists have so little understanding of the business of the art world and its legalities, and this is the one place you could teach them; you could provide an overview that will grant greater agency whatever they decide to do next.
Lawyer

Lack of legal education comes up as an issue time and again. To hear that it's so consistent of a gap across different schools and international contexts is endlessly dismaying.
Art Historian / Lawyer



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* WANTS & NEEDS *

↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓

USER-FRIENDLY CONTRACTS UPFRONT

Artists, curators and technologists rarely enter into formal agreements.

Such users complained of a **lack of capacity to enforce a contract if there was a breach**, due to a lack of legal resources vis-à-vis the other parties to the contract.

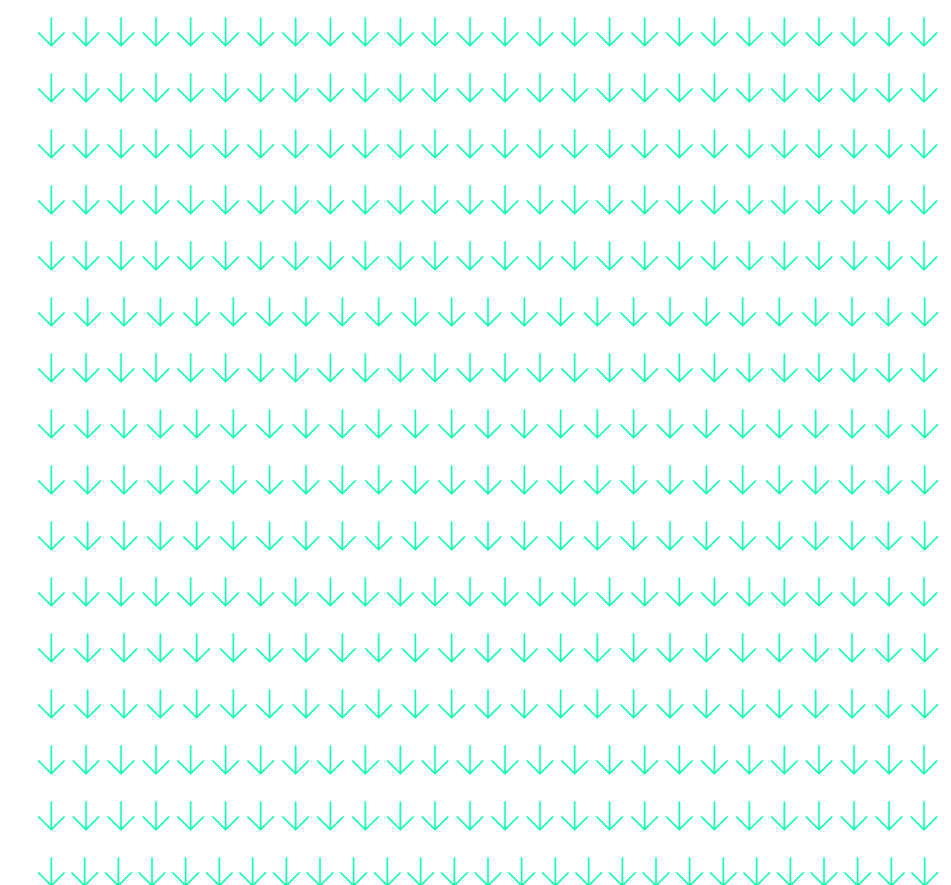
I think that there should always be a contract, so that everyone knows what's expected of them and what the parameters of any given project are. It's just good practice.

Curator/Creative Producer

Artists, curators and technologists expressed a strong desire to enter into contractual arrangements with more clarity upfront.

A simple contract upfront would help.

Artist



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* WANTS & NEEDS *

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ACCESS TO LAWYERS WITH ART AND TECH EXPERTISE

A number of artists, technologists and curators expressed a desire to **have a lawyer advise them on a contract before entering into it.**

Many users also expressed a desire to engage a lawyer who **understands the varied nature of contemporary art practice, and the ways in which the art, tech and science fields are converging.**

There's a lack of brokerage for relationships with other industries.

Curator

It's interesting working with a lawyer from another industry: they have a completely different framework of thinking and interpretation. It could be a different scenario if the lawyer had more sophisticated knowledge of the art world, for example.

Art Lawyer



* WANTS & NEEDS *

FORMATION OF OTHER BUSINESS MODELS

Some artists expressed an interest in re-thinking business models for collaborative practice beyond traditional employment or sub-contractor relationships.

Some artists also expressed an interest in diversifying their income streams beyond commissioning and artwork sales.

Such interests are underpinned by a desire to shift the balance of power in favour of the artist.

Some artists operating as sole traders expressed an interest in changing their business model into a company, for liability and tax reasons.

Negotiate less from the collaborator as in-kind support and instead demand more generous fees/production budgets. Give some of this production budget to the artist upfront, so the artist isn't held hostage to the collaborator and has the freedom to find help with the production elsewhere, if the collaborator isn't putting the effort in.

Artist

My studio is driven by large commissions. When the commission ends, there's no alternative revenue model. The work could be published on commercial platforms, where each artist involved has a percentage of the revenue.

Artist

* WANTS & NEEDS *

BUILD A COMMON LANGUAGE ACROSS DISCIPLINES

The research suggests that in order to build a common language across art + tech/science, collaborators need to recognise the varied expectations of their counterparts in collaboration.

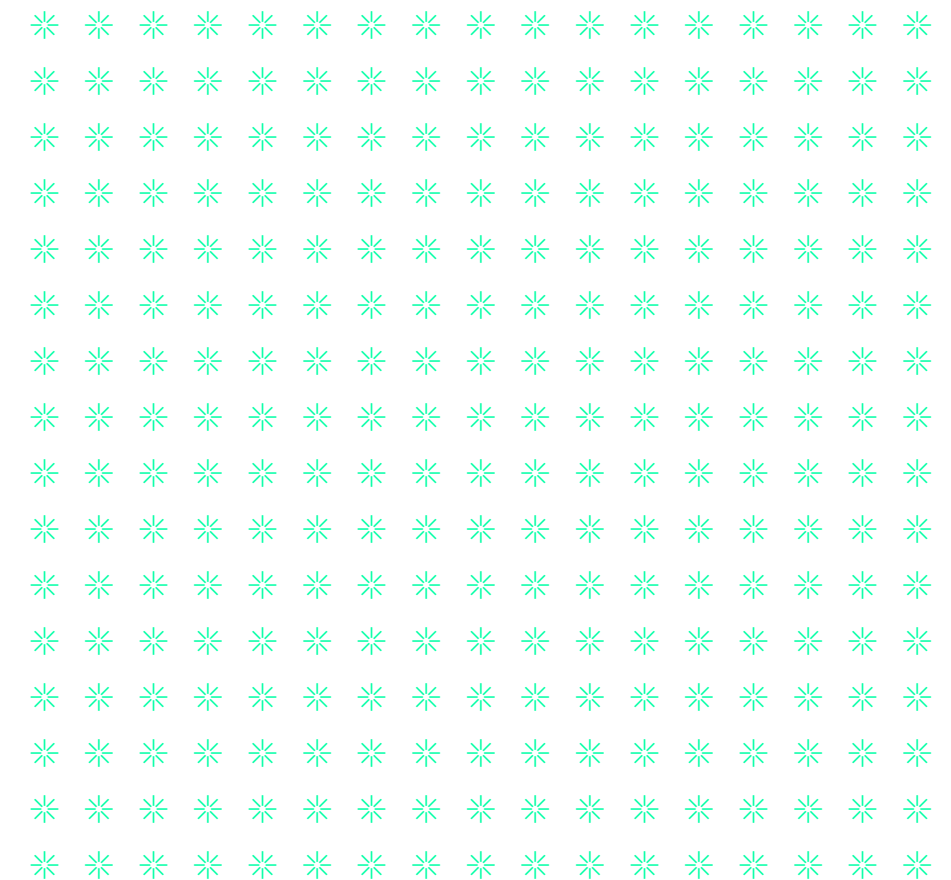
Recognising the shared aims of collaborators was also identified as a way to build a common language.

It would be useful to have a primer document that can be shared with the collaborators' legal team so that they understand some of the specific issues involved in collaborating with artists, and don't think the reason why we're pushing back is because we're trying to get a better deal.

Curator

There is a need to level the playing field between large and small entities in negotiations, where size often tries to dominate. A greater recognition of shared/collective enterprise and proportional benefit would make negotiating agreements much easier.

Artist



* WANTS & NEEDS *



MORE COMMUNICATION

A common response from users was the desire for **more communication between collaborators.**

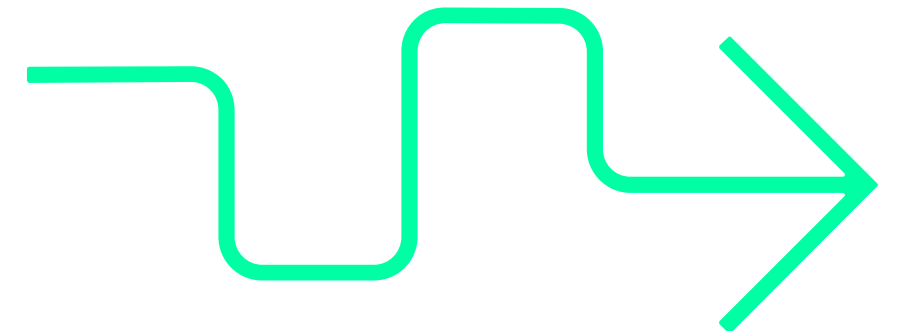
More communication was seen as **the key to successful collaboration.** This view was underpinned by desires for **greater transparency, openness, clarity, staff resources and better time management** around the collaborative project.

There should be a designated staff member with experience in the field as the main point of contact between the gallery/artist/third parties.

Gallery

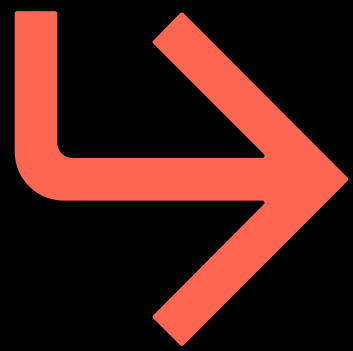
There needs to be a clearly defined structure and communication scheme. Everyone should be aware who's responsible for what tasks. This should also be documented.

Technologist





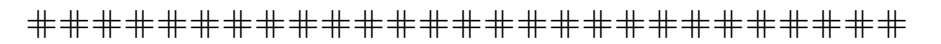
ACTION POINTS



With these findings the Legal Lab has identified multiple action points, some in the short-medium term, others in the long term.

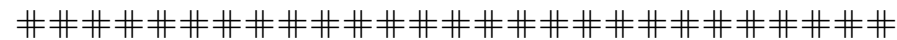


SHORT-MEDIUM-TERM ACTION POINTS



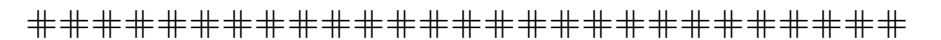
FOR USERS COLLABORATING WITH THE ART INDUSTRY

- How-to guide on collaborating with artists
- Policy on collaborating with artists
- Glossary of art collaboration terms and roles



FOR USERS FROM THE ART INDUSTRY

- Glossary of legal terms
- Legal issues checklist
- How-to guide on negotiation and managing pain points
- Specialist art/tech lawyer referral directory

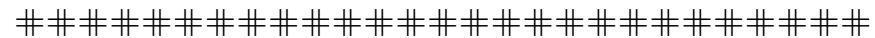


FOR USERS FROM THE ART INDUSTRY AND THOSE COLLABORATING WITH THE ART INDUSTRY

- Example collaboration structures
- Example fee/compensation structures for collaborations
- Example collaboration contracts with explainers

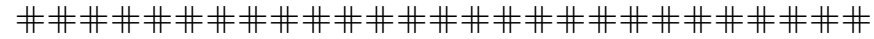


LONG-TERM ACTION POINTS



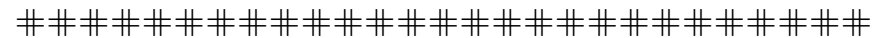
KNOWLEDGE DISSEMINATION

- One-way dissemination – educational modules
- Two-way dissemination – game design



CONTRACT AUTOMATION

- Building a base from which the parties can work
- Contract builds itself



MODEL CODE AND MEMBERSHIP BODY

- A support structure for all collaborator types
- A body that sets standards for all collaborator types
- A code of practice designed to shift the power (im)balance



WHAT NEXT?

We are looking for partners and supporters to make each of these action points a reality.



WOULD YOU LIKE TO JOIN US?

Express your interest by contacting us at ↓

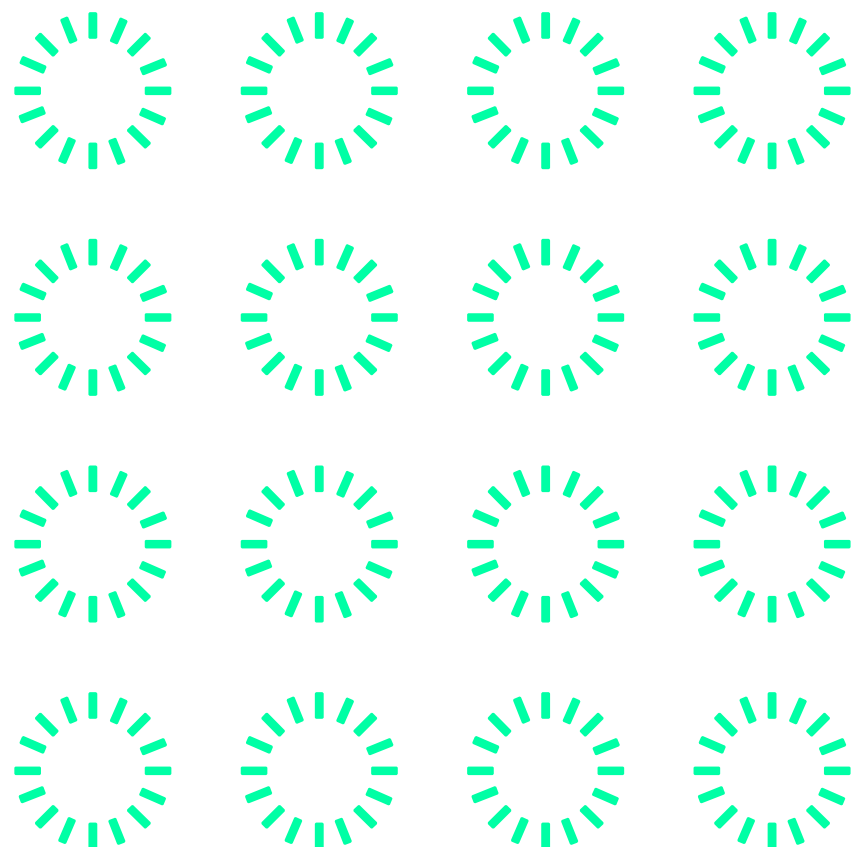
↗ legallab@serpentinegalleries.org

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- RIVAL STRATEGY
- ROYAL OPERA HOUSE
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- STANFORD LEGAL DESIGN LAB
- MARIA TERESA TAVARES

LEGAL LAB ADVISORY PANEL

- SAFIYA AHMED
- RITA ARRIGO
- IVAYLO GETOV
- LAUREN VAN HAAFTEN-SCHICK
- KATHLEEN E. KIM
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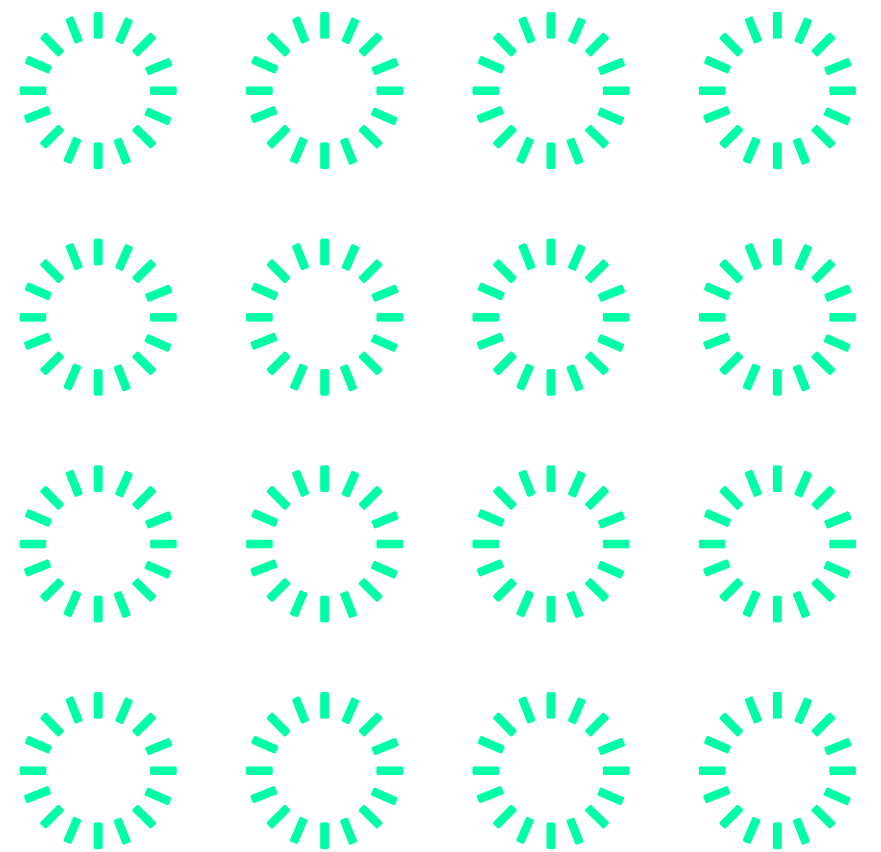
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SURVEY AND INTERVIEW CONTRIBUTORS*

*Excluding those who wish to remain
anonymous

- [AAAJIAQ](#)
- [ASLAK AAMOT KJÆRULFF](#)
- [MATT ADAMS](#)
- [SAFIYA AHMED](#)
- [DOREEN ALESSANDRA RÍOS QUIJANO](#)
- [MIRIAM ARBUS](#)
- [RITA ARRIGO](#)
- [KEITH ARROWSMITH](#)
- [ALEKSANDRA ARTAMONOVSKAJA](#)
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- [MARINA BARBER](#)
- [KATHY BATTISTA](#)
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- [JULIETTE BIBASSE](#)
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- [CHÉ ZARA BLOMFIELD](#)
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- [ANDREJ BOLES LAVSKY](#)
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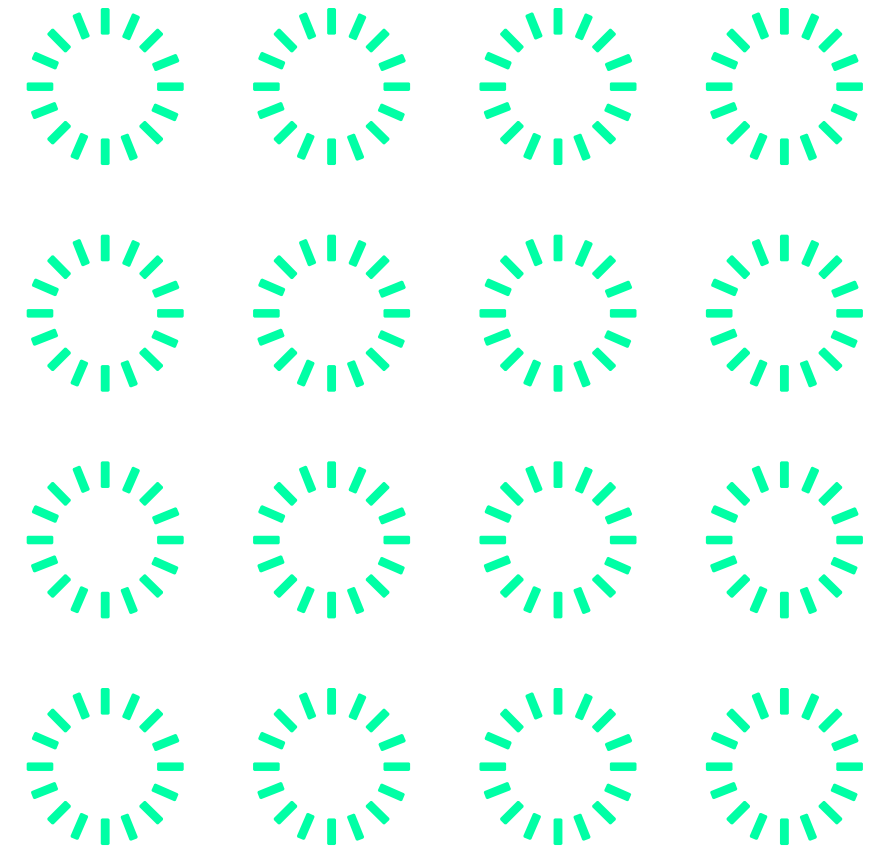
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- [RUTH CATLOW](#)
- [VALENTINO CATRICALÀ](#)
- [DRON CATTS](#)
- [YOUNGKAK CHO](#)
- [STEPHANIE CLARKE](#)
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- [SARAH DERAT](#)
- [HEATHER DEWEY-HAGBORG](#)
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↗ legallab@serpentinegalleries.org

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