

**MU STANDARD AGREEMENT** on costs and artists' commission and exhibition remuneration in accordance with the Framework Agreement between the Swedish State and the Swedish Artists' National Organization, the Association of Swedish Craftsmen and Industrial Designers, the Association of Swedish Illustrators and Graphic Designers and the Association of Swedish Professional Photographers, dated 1 January 2009.



## I. PARTIES

Organizer: [redacted]

Org.Reg.No: [redacted]

State institution  Other organizer

In the category: Larger museums and art galleries

Medium-sized museums, county museums

Larger art galleries and cultural centres

Smaller museums/medium-sized art galleries

Smaller art galleries and exhibition spaces, as well as independent venues

Responsible custodian/curator: [redacted]

Artist: [redacted]

Address: [redacted]

Civic registration number: [redacted]

(  For multiple artists, see attachment [redacted] )

have reached the following agreement which has been drawn up in two identical copies, one for each respective party:

Place/date: [redacted]

Organizer: [redacted]

Place/date: [redacted]

Artist: [redacted]

## 2. SUMMARY AND PAYMENT

### 2.1 Summary of payments

Total participation remuneration (p.5) excl. VAT [redacted] kr

Total costs (p.4) excl. VAT [redacted] kr

VAT 25 % [redacted] kr

Remuneration for copyright-compliant use (p.6) excl. VAT [redacted] kr

Exhibition remuneration (p.7) excl. VAT [redacted] kr

VAT 6% [redacted] kr

F-tax: total remuneration and costs incl. VAT to be paid by the Organizer: [redacted] kr

A-tax: total remuneration and costs to be paid by the Organizer. Unless otherwise stated, the fee is taxed at 30% [redacted] kr

### 2.2 Payment

Payment of the agreed remuneration is to be made as follows:

Date for payment 1: [redacted] Amount: [redacted] kr

Date for payment 2: [redacted] Amount: [redacted] kr

Date for payment 3: [redacted] Amount: [redacted] kr

To Bankgiro/Plusgiro: [redacted]

Or to bank account: [redacted]

Clear. no. [redacted] Account no. [redacted]

## 3. EXHIBITION DESCRIPTION

### 3.1 Exhibition title:

[redacted]

### 3.2 Artworks

The exhibition contains artworks owned by the artist which the Artist

places at the Organizer's disposition *and/or*

undertakes to produce

A list of the artworks, specifying insurance value, is contained in attachment [redacted]

### 3.3 Delivery time

The Artist undertakes to have the artwork(s) completed and ready for collection at the latest by [redacted] (date)

### 3.4. Exhibition duration

The exhibition will take place during the period:

[redacted] – [redacted]

Corresponding number of exhibition weeks: [redacted] (calculated in accordance with the Framework Agreement tariff p. 3)

Vernissage date and time: [redacted]

### 3.5 Exhibition type

The exhibition is a(n):

Individual exhibition

Joint exhibition, 2-3 participants

Joint exhibition, 4-8 participants

Joint exhibition, 9-20 participants

Joint exhibition, more than 20 participants

### 3.6 Sales exhibition

The exhibited artworks are available for sale during the exhibition

- Yes, in accordance with Appendix no.
- No

### 3.7 Exhibition places and venues

#### 3.7.1 Individual exhibition

The exhibition is to be show in the following premises/place:

#### 3.7.2 Touring exhibition

For touring exhibitions please refer to the attached tour schedule which specifies the exhibiting organizers and the exhibition duration.

The Organizer shall continuously update the Artist on any alterations to the tour schedule. Appendix no. [ ]

### 3.8 Promotion obligation

The Organizer shall ensure that the exhibition is properly promoted and marketed. The Organizer shall consult the Artist on the selection of marketing arrangements as well as on the design of marketing material.

## 4. EXHIBITION-RELATED COSTS

### 4.1 Freight

The Organizer is responsible for payment of all previously agreed freight costs.

### 4.2 Insurance

The Organizer is responsible for payment of all previously agreed insurance costs.

### 4.3 Travel etc.

Expenses incurred by the Artist in conjunction with the exhibition are to be paid by:

- The Organizer
- The Artist

Travel expenses in conjunction with the exhibition are estimated to amount to [ ] kr excl. VAT.

Living costs during the travelling period will be reimbursed at a daily rate of [ ] kr excl. VAT.

### 4.4 Technical equipment

The Organizer shall pay all costs for technical equipment which the Organizer authorised in advance (ancillary equipment, such as lighting, which is not included in the exhibited artworks).

### 4.5 Other costs

Costs listed in Appendix [ ] shall be paid by:

- The Organizer
- The Artist

Certified outlay as per p.4 is to be reimbursed on a running basis against invoice and/or receipt.

## 5. PARTICIPATION REMUNERATION

The Artist is in possession of an F-tax card

- Yes
- No

### 5.1 Pre-exhibition preparation of the artwork

Prior to the exhibition the Artist shall assemble and/or modify artwork(s), according to the specification in Appendix [ ]

*The work below shall be reimbursed by the Organizer as follows:*

#### 5.1.1 Artist's work

The Artist's work with the artwork prior to the exhibition, including preparation, is estimated to be:

- [ ] hours à [ ] kr
- [ ] days à [ ] kr

Total [ ] kr

#### 5.1.2 Artist's costs for materials

Costs for materials and services incurred by the Artist which are liable for reimbursement by the Organizer are estimated to amount to [ ] kr excl. VAT.

#### 5.1.3 Renewed exhibiting

Renewed exhibiting necessitates the direct participation of the Artist

- Yes
- No

### 5.2 Other work

Reimbursement for other work includes work carried out by the Artist(s) prior to, during and after the exhibition.

#### 5.2.1 Meetings, hanging, assembly, vernissage, viewings etc.

The Artist shall participate in the following meetings, hanging/assembly, vernissage, viewings, follow-up work and similar activities

- According to Appendix [ ]

The Artist's work with meetings, hanging, vernissage and viewings etc. is estimated to be:

- [ ] hours à [ ] kr
- [ ] days à [ ] kr

Total [ ] kr

The Artist is accountable for the following:

- According to Appendix [ ]

## 5.2.2 Marketing and PR

For example, catalogue production, vernissage cards etc.  
The Artist shall participate in the following marketing and/or PR activities:

[Redacted]

According to Appendix: [Redacted]

The Artist's work with marketing and PR in conjunction with the exhibition is estimated to amount to:

[Redacted] hours à [Redacted] kr

[Redacted] full days à [Redacted] kr

Total [Redacted] kr

Costs for the Artist's materials and services which are to be paid by the Organizer are estimated to amount to [Redacted] kr excl. VAT  
The Organizer is accountable for:

[Redacted]

According to Annex: [Redacted]

## 6. USE OF COPYRIGHTED MATERIAL

The Organizer has an agreement with The Visual Arts Copyright Society in Sweden (BUS), or equivalent organization, which regulates various categories of use of the Artist's copyrighted material.

The Artist is not affiliated to BUS nor to any equivalent organization which represents him/her in matters of copyright, hence the following terms shall apply:

### 6.1 Accessibility of the Artist's work on the Organizer's website or equivalent

The Artist's work may be available on the Organizer's website  
www. [Redacted]

during the period [Redacted] / [Redacted] - [Redacted] / [Redacted] (dates)

for a fee of [Redacted] kr excl. VAT (6%)

per commenced calendar month and per artwork.

Number of artworks to be published on the website: [Redacted]

The photographs shall be accompanied by information about the Artist and the artwork and shall be protected as far as possible from unauthorised copying, e.g. by adjusting the image quality, by including copyright information and by using technical protection measures.

### 6.2 Printed reproductions of the Artist's work

When the Artist's work is reproduced on printed material such as postcards and posters, the Artist is to receive remuneration in the form of a production royalty, which means that the Artist's remuneration is calculated based on the number of copies produced.

The total print run for the reproduction material(s) is estimated to amount to [Redacted] copies.

The Artist's royalty is [Redacted] % of the selling price of the

copies, excl. eventual discounts and excl. VAT (6%).

The royalty amount is estimated to amount to [Redacted] kr

The reproduction product(s) are specified in Appendix [Redacted]

## 7. EXHIBITION REMUNERATION

Remuneration for exhibiting to the general public (exhibition remuneration), according to the tariff calculation in the Framework Agreement, amounts to [Redacted] kr  
VAT total: [Redacted] kr

## 8. OTHER CONDITIONS

### 8.1 Copyright

The artwork copyright resides with the Artist unless another agreement exists in writing or has been documented.

### 8.2 Discontinuation of the exhibition

In the event of the organizer being unable to continue exhibiting the artworks as the result of theft, damage, or other circumstance occurring during the Artist's tenure, remuneration shall be payable for the entire exhibition duration, as specifically regulated in the Standard Agreement.

### 8.2 Theft, damage or other loss

The Organizer is liable to reimburse the Artist for any loss resulting from artwork(s) being stolen, or disappearing or being damaged or destroyed during the Artist's agreed tenure period.

### 8.3 Work additional to the agreement

Any work which is additional to the agreement shall be payable at an hourly rate of [Redacted] kr per commenced hour as well as remuneration for actual incurred costs. When applicable, additional remuneration shall be payable for travelling time, for travel and for living costs. Both parties shall approve such additional work and such additional expenses in advance.

### 8.4 Dispute

Dispute concerning the interpretation and the enforcement of this Standard Agreement shall be resolved in the first instance by negotiation between the parties. Should negotiation not provide a solution, then the dispute shall be settled by a hearing in a public court of law, thereby falling under the jurisdiction of the Swedish justice system.

### Agreement Appendices

Artist group as contracting party Appendix no. [Redacted]

List of artwork Appendix no. [Redacted]

Touring exhibition schedule Appendix no. [Redacted]

Terms of sale Appendix no. [Redacted]

Employment agreement Appendix no. [Redacted]

[Redacted] Appendix no. [Redacted]

## Explanatory text for provisions in the agreement

**I. Standard Agreement:** The present Standard Agreement has been compiled by the Swedish Artists' National Organization (KRO), the Association of Swedish Professional Photographers (SFF), the Association of Swedish Illustrators and Graphic Designers (ST), and the Association of Swedish Craftsmen and Industrial Designers (KIF), for Organizers and Artists complying with the State framework agreement, "Agreement on artists' participation and remuneration for exhibiting artworks", henceforth referred to as "Exhibitor Agreement". The Standard Agreement has been drawn up in accordance with the requirements specified in §3 of the Exhibitor Agreement. The term "Organizer" is used below to indicate an exhibition organizer while "Artist" refers to artists, photographers, illustrators, artist craftsmen and designers etc. "Artwork" refers to all forms of artistic works. "Viewing" refers to providing public access to the Artist's artworks at the Organizer's premises in conjunction with the current exhibition.

### Regulated by the Standard Agreement

- description of the exhibition, including, in the case of touring exhibitions, information about the Organizer etc.
- incurred costs in conjunction with the exhibition
- other exhibition assignment payments (assignment remuneration)
- copyright-compliant use of the artist's artworks subsequent to the completed exhibition
- payment for the Organizer's exhibition of artworks to the general public (exhibition remuneration)
- time schedule and prescribed forms of accountancy for artist remuneration

Note! In accordance with §4 of the MU Framework Agreement, State institutions are obliged to submit a copy of the contracted agreement to the most relevant organization: the Swedish Artists' National Organization (KRO), the Association of Swedish Professional Photographers (SFF), the Association of Swedish Illustrators and Graphic Designers (ST) or the Association of Swedish Craftsmen and Industrial Designers (KIF).

### Exhibition organizers – the different categories

*Larger museums and art galleries:* Central State museums; Organizers primarily involved in exhibitions of visual art and design art and whose annual visitor numbers exceed 100 000 persons. For example: The Swedish Museum of Architecture, The Museum of Modern Art (Stockholm), the National Museum of Fine Arts, and Waldemarsudde Art Museum.

*Medium-sized museums, county museums, larger art galleries and cultural centres:* Museums and art galleries with between 50 000 and 100 000 annual visitors. Museums with more than 100 000 annual visitors but which are primarily concerned with exhibiting visual art and design art. Cultural centres with more than 100 000 annual visitors.

*Smaller museums and medium-sized art galleries:* Municipal museums and county museums with between 50 000 and 100 000 annual visitors, irrespective of whether the respective museums specialize in art exhibitions or in cultural heritage activities.

*Small art galleries, exhibiting spaces and independent venues:* Art galleries with less than 10 000 annual visitors and minor exhibitions where artworks are integrated into a shared space with other activities, for example art in municipal libraries, municipal buildings etc. Independent venues/artist-operated activities with less than 10 000 annual visitors.

## 2. Financial compensation

This section states the total financial remuneration for which the Organizer is liable as well as prescribed forms of accountancy for artist remuneration, cf §3¶ 6 of the MU Framework Agreement.

## 3. Exhibition description

This section describes the exhibition and specifies the exhibition duration, places(s) delivery times, list of artworks, etc. cf the final part of §3 of the MU Framework Agreement

**Explanation of point 3.4:** One week's exhibition is calculated as seven concurrent weekdays during which the organizer keeps the exhibition open on at least four days. The exception to this rule is

the first week which is calculated as nine days during which the organizer keeps the exhibition open on a minimum of six days. Press viewing and vernissage days are also excluded from the exhibition duration period. An exhibition which continues after nine concurrent weekdays is to be remunerated as a two-week exhibition. For example: A vernissage on a Friday is exempt from remuneration. An exhibition for the general public from a Saturday through to the following Sunday (i.e. nine concurrent working days) is to be considered as a one-week exhibition period. However, a new exhibition week is considered to commence on the first Monday after the second weekend (i.e. day 10).

**4. Exhibition-related costs:** This section regulates costs incurred in conjunction with the exhibition, e.g. freight costs, insurance, travel expenses, technical equipment etc. cf §3 ¶ 1 of the MU Framework Agreement

**5. Participation remuneration:** This section regulates the artist's remuneration for the exhibition assignment, including payment for the artist's work prior to, during and after the exhibition. Examples of work which is to be remunerated in accordance with §3 ¶ 2 of the MU Framework Agreement are artwork production, catalogue, hanging/assembly, meetings, viewings and follow-up work.

**6. Use of copyrighted material:** This section regulates the use of copyrighted material, i.e. copying the artwork and making the artwork publicly accessible subsequent to a completed exhibition. One example of this kind of use is the publication of the artwork(s) (providing access) on the Organizer's website.

In the event of the artist being affiliated to a copyright compliance organization which represents artists in matters concerning the use of copyrighted material, the parties shall prescribe that this aspect is to be covered by an agreement between the Organizer and the copyright compliance organizations (e.g. BUS).

This agreement does not regulate [other than to the extent stated in the agreement] the rights of the artist(s) in accordance with the Act on Copyright in Literary and Artistic Works (the Copyright Law) (1960:729). Accordingly, the Organizer cannot copy, adapt, present, transfer nor disseminate copies of the artwork in any other context without the consent of the artist. When copies of the artwork are produced or when the artwork is made accessible to the general public, the creator of the artwork shall be cited as frequently as good practice dictates. The artwork may not be altered or be made publicly accessible in a form or within a context which violates the literary or artistic reputation of the artwork's creator.

**7. Exhibition remuneration:** This section regulates the remuneration which is always payable for the Organizer publicly exhibiting artist-owned artwork (providing access) to the general public or to a limited circle of people. Exhibition remuneration is compulsory and cannot be obviated through a private agreement between the Organizer and the Artist, nor can exhibition remuneration be converted to payment for the Artist's work or other incurred expenses in conjunction with the exhibition (see above).

The minimum amount of exhibition remuneration is laid down in a fixed tariff in §3 ¶ 4 & 6 of the MU Framework Agreement. The remuneration level for each respective exhibition is determined with reference to the previous year's visitor statistics as well as to the duration period of the exhibition. The tariff amounts are raised in line with the consumer price index (CPI) once every third year.

In the case of touring exhibitions, exhibition remuneration shall be paid for each respective exhibition. The amount of exhibition remuneration paid varies depending on the exhibition organizer's visitor statistics and the duration period of the exhibition (see the tariff). Large touring exhibitions with more than 20 artists are exempted from the respective exhibition remuneration rule and are regulated in a specific manner in the tariff.