

Sweden: General business principles also apply to exhibition

When the exhibition suddenly was cancelled late in the process, and the exhibitor didn't agree to pay the costs, the artist decided to sue the exhibitor.

In December 2020 a Swedish district court delivered a much-awaited judgment the 'Strandverket-case'.¹ A brave artist sued an exhibitor, a municipality, for damages when the exhibition she was invited to was cancelled on short notice.

The court tried if normal contract rules, principles and business practises applied when a municipality engaged an artist in a planned exhibition. And are there fair business practise to follow, established by the state framework agreement for exhibitions, the MU-agreement? The Swedish Artists' Organisation (supporting the artist), exhibitors, media and other interested parties awaited the judgment with great interest. But before revealing the judgment I will explain the MU-agreement and its purpose more in detail.

In 2009 the Swedish government entered into a framework agreement, the MU-agreement, formalising the conditions and payment in exhibitions organised by the state.² Government institutions or authorities arranging art exhibitions (here called organisers) are obliged to follow the MU-agreement.³ Contracting parties representing the exhibiting artists are the Swedish Artists' Organisation, the Association of Swedish Illustrators and Graphic Designers and the Swedish Association of Professional Photographers.⁴

The MU-agreement is applicable in a temporary exhibition arranged by a state, when the participating artists lend their work to display in the exhibition. The purpose is to regulate not only the terms of the individual exhibition agreement as such, but also the negotiations and format of the agreement. The organiser is obliged, as far in advance of the exhibition as possible, to start negotiations and sign a written agreement with the exhibiting artists.

The organiser is obliged to pay the artist an exhibition fee as a compensation for public display of works owned by the artist.⁵ The MU-agreement includes a Tariff listing applicable fee related to exhibition time, the size of the organisator (number of yearly visitors), the number of exhibiting artists.⁶ The exhibition fee cannot cover the artists participation. Any such clause will be invalid.

¹ Göteborgs tingsrätt, mål nr 18097-19, 2020-12-17, Astrid S v Kungälv's kommun.

² Read the MU-agreement in English [here](#).

³ Sec 2 in MU-agreement. The authority/institution is regarded as the organiser also when the authority/institution "only" provides access to premises holding a time-limited exhibition. The MU-agreement is obligatory also when a stately produced exhibition is shown at other places and venues (Tariff p.5, MU agreement).

⁴ More information on the Organisations here: [The Swedish Artist organization \(Konstnärernas Riksorganisation\)](#), the [Association of Swedish Illustrators and Graphic Designers \(Svenska Tecknare\)](#) and the [Swedish Association of Professional Photographers \(Svenska Fotografers Förbund, SFF\)](#).

⁵ Definitions, sec.1 in fine, sec.3, sec.5 and Tariff p.5-8 in MU-agreement.

⁶ The minimum fee in a separate exhibition is 5 700 SEK (559 euro). If the exhibition involves more than one artist, there still is a right for a minimum fee; 3 500 SEK (343 euro) in a group exhibition with 2-3 participating artists and 2 400 SEK (235 euro) per artist in a group exhibition with 4-20 participants. Exhibitions involving

The MU-agreement is important not only in formalising the terms and payments in the individual exhibition agreement, but also as a state recommendation (soft law) on the terms in temporary exhibitions arranged by publicly funded organisations. And most importantly, in the long run, to establish what is a fair business practise.

The MU-agreement is today (2021) known by most publicly financed exhibitors and at least partly applied or referenced to.⁷ Unfortunately less so by municipalities. This is why the judgment in the 'Strandverket' case is so important.

The court decided there was a binding oral agreement between the organiser and the artists and that municipalities, just like any other contracting party, have to follow Swedish contract law and principles. A sudden cancellation in December 2018 of planned exhibitions 2019 was a breach of contract that gave the contracted artists a right to damages compensating for costs related to their preparations for the exhibition they were invited to participate in and also an exhibition fee according to the planned exhibition period since reference had been made, both orally and in writing, to the MU-agreement when the terms for the exhibitions were discussed.

So yes, it seems like the MU-agreement have contributed to establish that exhibiting artists are to be paid an exhibition fee for the right to publicly display works still owned by the artist, at least by publicly funded organisers. But it is also very important to understand, as the court in Strandverket made clear, that the artist have a legal right to be compensated for their participation in the exhibition and to be paid damages if an exhibition is cancelled. We now need to make sure this is known and applied!

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time-specific works with a duration of less than a week, e.g., performance art, still entitles the participating artist an exhibition fee no lower than for a week. (Tariff in fine, MU-agreement)

⁷ For some funding bodies, e.g. the Swedish Arts Council, a requirement for funding it is often to pay according to the MU-agreement.