

MU Standard Agreement on originators' right to compensation when works are shown and for participation in exhibitions etc. between the Swedish Government, represented by the Swedish Arts Council, and the Swedish Artists' National Organisation, the Association of Swedish Craftsmen & Industrial Designers, the Association of Swedish Illustrators and Graphic Designers and the Association of Swedish Professional Photographers, dated 1 July 2014.

1. PARTIES

Organiser: _____

Org.reg.no: _____

Public institution Other organiser

In the category:

Larger museums and art galleries (category 1)

Medium-sized museums, art galleries and art centres
(category 2)

Smaller museums/art galleries (category 3)

Small art galleries and exhibition rooms, as well as
artist-run spaces (category 4)

Responsible custodian/curator: _____

Originator: _____

Address: _____

Civic registration number: _____

For multiple originators, see attachment _____

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

Place/date: _____

Organiser: _____

Place/date: _____

Originator: _____

2. SUMMARY AND PAYMENT

2.1 Summary of payments

Total costs excl. VAT _____ SEK

Total participation remuneration excl. VAT _____ SEK

VAT 25% _____ SEK

Remuneration for copyright-compliant use excl. VAT _____ SEK

Exhibition remuneration excl. VAT _____ SEK

VAT 6% _____ SEK

(NB! 25% VAT applies to exhibition remuneration in relation to photographs)

F-tax: total remuneration and costs incl. VAT
to be paid by the organiser _____ SEK

A-tax: total remuneration and costs to be paid by the organiser.
Unless otherwise stated, the remuneration will be taxed at 30% _____ SEK

2.2 Payment

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

Date for payment 1: _____ Amount: _____ SEK

Date for payment 2: _____ Amount: _____ SEK

Date for payment 3: _____ Amount: _____ SEK

To Bankgiro/Plusgiro: _____

Or to bank account:

Clear. no. _____ Account no. _____

3. EXHIBITION DESCRIPTION

3.1 Exhibition title:

3.2 Works

The exhibition contains works owned by the originator which
the originator:

places at the organiser's disposition and/or
undertakes to produce

A list of the works, specifying insurance value, is contained in
attachment: _____

3.3 Delivery time

The originator undertakes to have the work(s) completed and ready
for collection at the latest by (date): _____

3.4 Exhibition duration

The exhibition will take place during the period:

from (date): _____ to (date): _____

Corresponding number of exhibition weeks: _____

(calculated in accordance with the framework agreement)

Vernissage date: _____ time: _____

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 works 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 Organisers with branch operations

For operations at different branches located at different addresses, each address counts as a separate exhibition. The organiser shall continuously inform the originator of any changes.

Appendix no.: _____

3.8 Promotion obligation

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

4. EXHIBITION-RELATED COSTS

4.1 Transport/Freight

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

4.2 Insurance

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

4.3 Travel etc.

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

The organiser

The originator

Travel expenses in conjunction with the exhibition are estimated to amount to: _____ SEK excl. VAT.

Living costs during the travelling period will be reimbursed at a daily rate of _____ SEK excl. VAT.

4.4 Technical equipment

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

4.5 Other costs

Costs listed in appendix: _____ shall be paid by:

The organiser

The originator

Certified expenses is to be reimbursed on a running basis against invoice and/or receipt.

5. PARTICIPATION REMUNERATION

The originator is in possession of an F-tax card

Yes No

5.1 Pre-exhibition preparation of the works

Prior to the exhibition the originator shall assemble and/or modify work(s), according to the specification in appendix: _____

The work below shall be reimbursed by the organiser as follows:

5.1.1 Originator's work

The originator's work prior to the exhibition, including preparation, is estimated

to be _____ hours à _____ SEK

to be _____ days à _____ SEK

Total _____ SEK

5.1.2 Originator's costs for materials

Costs for materials and services incurred by the originator which are liable for reimbursement by the organiser are estimated to amount to _____ SEK excl. VAT.

5.1.3 Renewed exhibiting

Renewed exhibiting necessitates the direct participation of the originator

Yes No

5.2 Other work

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

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

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

According to appendix _____

The originator's work with meetings, hanging, vernissage and viewings etc. is estimated

to be _____ hours à _____ SEK

to be _____ days à _____ SEK

Total _____ SEK

The originator is accountable for the following:

According to appendix: _____

5.2.2 Marketing and PR

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

According to appendix: _____

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

to _____ hours à _____ SEK

to _____ full days à _____ SEK

Total _____ SEK

Costs for the originator's materials and services which are to be paid by the organiser are estimated to amount to _____ SEK excl. VAT

The organiser is accountable:

For the following: _____

According to appendix: _____

6. USE OF COPYRIGHTED MATERIAL

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

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

6.1 Accessibility of the originator's work on the organiser's website or equivalent

The originator's work may be available on the organiser's website:

during the period from: _____ to: _____

for a fee of _____ SEK, excl. VAT (6%), per commenced calendar month and per work.

Number of works to be published on the website: _____

The pieces of work shall be accompanied by information about the originator and the work, 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 originator's work

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

The originator's royalty is _____% of the selling price of the copies, excl. eventual discounts and excl. VAT (6%).

The royalty amount is estimated to amount to _____ SEK

The reproduction product(s) are specified in appendix: _____

7. EXHIBITION REMUNERATION

Remuneration for exhibiting to the general public (exhibition remuneration), according to the tariff calculation in the framework agreement, amounts to _____ SEK

VAT (6%) total: _____ SEK

(NB! 25% VAT applies to exhibition remuneration in relation to photographs)

8. OTHER CONDITIONS

8.1 Title/Ownership

The title/ownership of the work(s) resides with the originator unless another agreement exists in writing or has been documented.

8.2 Discontinuation of the exhibition

In the event of the organiser being unable to continue exhibiting the works as the result of theft, damage, or other circumstance occurring during the originator's tenure, remuneration shall be payable for the entire exhibition duration, as specifically regulated in the standard agreement.

8.3 Theft, damage or other loss

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

8.4 Work additional to the agreement

Any work which is additional to the agreement shall be payable at an hourly rate of _____ SEK, excl. VAT, per commenced hour. The originator shall also be reimbursed for actual incurred costs. When applicable, additional remuneration shall be payable for travel and for living costs. Both parties shall approve such additional work and expenses in advance.

8.5 Disputes

Disputes concerning the interpretation and the enforcement of this Standard Agreement shall be resolved in the first instance by negotiation between the parties. The originator or the organiser has the right to refer issues relating to the application and interpretation of this Agreement to the reference group, which may provide a guidance statement on the issue. If no agreement can be reached, the dispute may be referred to a court of general jurisdiction for a final ruling.

AGREEMENT APPENDICES

Originator group as contracting party Appendix no.: _____

List of works Appendix no.: _____

Touring exhibition schedule Appendix no.: _____

Terms of sale Appendix no.: _____

Employment agreement Appendix no.: _____

Other: _____ Appendix no.: _____

EXPLANATORY TEXT FOR PROVISIONS IN THE AGREEMENT

1. Standard agreement

The present standard agreement has been compiled by the Swedish Artists' National Organisation (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 organisers and originators complying with the framework agreement, the MU standard agreement on originators' right to compensation when works are shown and for participation in exhibitions etc. henceforth referred to as the framework agreement.

Regulated by the standard agreement

- description of the exhibition, including, in the case of touring exhibitions, information about the organiser etc.
- incurred costs in conjunction with the exhibition
- other exhibition assignment payments (assignment remuneration)
- copyright-compliant use of the originator's works subsequent to the completed exhibition
- payment for the organiser's exhibition of works to the general public (exhibition remuneration)
- time schedule

Exhibition organisers – the different categories

Larger museums and art galleries (category 1): Central State museums, organisers primarily involved in exhibitions of visual art and design art, exhibitions abroad under the auspices of the Swedish government, other exhibitions arranged with a government principal, with more than 100 000 visitors per year.

Medium-sized museums, county museums, larger art galleries and art centres (category 2): Museums and art galleries with 50 000–100 000 annual visitors, museums with more than 100 000 annual visitors but which are *not* primarily concerned with exhibiting visual art and design art, cultural centres with more than 100 000 visitors per year.

Smaller museums and art galleries (category 3): Museums with 10 000–50 000 annual visitors, regardless of whether the focus of the institution is the display of art or, for example, on cultural heritage, art galleries with 10 000–50 000 visitors per year.

Small art galleries, exhibition rooms as well as artist-run spaces (category 4): Art galleries with less than 10 000 annual visitors, artist-run spaces/operations with less than 10 000 visitors and exhibitions at embassies, smaller exhibitions where art-related activities share the space with other activities.

2. Summary and payment

This section states the total financial remuneration for which the organiser is liable as well as prescribed forms of accountancy to the originator, cf §4 of the framework agreement.

3. Exhibition description

This section describes the exhibition title, delivery time, duration and exhibition type etcetera.

Explanation of exhibition period

When establishing the exhibition fee, the exhibition period is calculated on the basis of the number of commenced calendar weeks the exhibition lasts. When an exhibition opens on a Saturday, the first week is regarded as being nine days. Days for viewing by the media, as well as days on which exhibitions formally open, are not included in the estimated exhibition period. Exhibitions involving time-specific works with a duration of less than a week, e.g. performance art, the originator is entitled to an exhibition fee no lower than the minimum amount specified in this agreement.

4. Exhibition-related costs

This section regulates costs incurred in conjunction with the exhibition, e.g. freight costs, insurance, travel expenses, technical equipment etc.

5. Participation remuneration

This section regulates the originator's remuneration for the exhibition assignment, including payment for the originator's work prior to, during and after the exhibition. Examples of work which is to be remunerated in accordance with the framework agreement are work 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 work and making the work publicly accessible subsequent to a completed exhibition. One example of this kind of use is the publication of the artwork(s) on the organiser's website.

In the event of the artist being affiliated to a copyright compliance organisation 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 organiser and the copyright compliance organisations (e.g. BUS).

This agreement does not regulate (other than to the extent stated in the agreement) the rights of the originator(s) in accordance with the act on copyright in literary and artistic works (the copyright law) (1960:729). Accordingly, the organiser cannot copy, adapt, present, transfer nor disseminate copies of the work in any other context without the consent of the originator. When copies of the work are produced or when the work is made accessible to the general public, the creator of the work shall be cited as frequently as good practice dictates. The work 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 originator.

7. Exhibition remuneration

This section regulates the remuneration which is always payable for the organiser publicly exhibiting originator-owned work (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 organiser and the originator, nor can exhibition remuneration be converted to payment for the originator'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 the 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 exhibitions in more than one location, a fee is paid for each location as a separate exhibition, with the size of the exhibition fee varying depending on which organiser is staging the exhibition. The amount of exhibition remuneration paid varies depending on the exhibition organiser's visitor statistics and the duration period of the exhibition (see the tariff).