



The University of Bristol International Public Art Programme

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Cover image: Jeppe Hein, *3- Dimensional Labyrinth*, 2005, Korea Courtesy: Johann König, Berlin and 303 Gallery, New York. Photo: Youngchul Lee
Image right: Tadashi Kawamata, *Tree hut*, Madison Square Park, New York, 2008

1. Introduction

The University of Bristol is a place of learning, discovery and enterprise – a community of scholarship that strives to make a positive impact on individuals and on our environment. The development of the University precinct offers a significant opportunity to reconsider the role artists play within the University and to envisage a programme of permanent and temporary commissioning which is just as ambitious, innovative and internationally acclaimed as the University's teaching and research.



This strategy responds to a need to articulate a cohesive and inspirational vision for an ongoing public art programme, whilst recognising the specific nature of particular sites and situations through the phasing of the development. The curatorial vision is underpinned by a commitment to best practice in public art commissioning: namely, to follow appropriate processes of procurement and delivery to meet a set of shared aims. What sets this strategy apart from a conventional commercial development or regeneration scheme, however, is the desire to shape the public art programme through direct engagement with the University's work over the next 10 years and beyond.

The aim is that by 2020, the University and its environs will not simply be enhanced by a set of artistic interventions, but that it will have built an outstanding international collection of public artworks and will have hosted an exceptional series of temporary events, residencies and debates which contribute to the enhancement of its international reputation as a centre of excellence.

2. Context



Occupying a prime location in the centre of Bristol, the University Precinct covers some 54 acres. This is a historically important part of Bristol covered by four separate conservation areas and has a number of listed and iconic buildings, recognised as making a key contribution to the University's character. The location of the University on high ground means that many of its buildings contribute significantly to the skyline and are clearly identifiable across the city.

The University is a major employer in Bristol and contributes substantially to the city's economy, its cultural life, dynamism and reputation, just as the University itself benefits from being part of an attractive and successful city. As such, the University has worked closely with groups across the city through community consultation and stakeholder workshops to develop a new Masterplan which seeks to deliver a more dynamic and accessible site.

2.1 The Masterplan

The aims of the University's Masterplan are:

- To improve the physical environment;
- To create a better mix of spaces and uses within the Precinct;
- To create better accessibility to and throughout the Precinct;
- To design for a sustainable future;
- To create even better relationships between the University and neighbouring communities.



The Masterplan is structured around ten strategic moves, which form the framework for proposed development over the next 10 to 15 years.¹ One of the aims of the strategic moves is for the development of the University precinct to create better physical relationships between the academic functions within the University. The creation of new pedestrian routes such as University Walk and the relocation of departments are intended to create greater opportunity for working collaboratively both operationally and academically across the University.

The 10 strategic moves are:

1. To make Tyndall Avenue the social 'heart' of the University;
2. To continue and 'complete' University Walk on the eastside of the Precinct;
3. To create a new, identifiable entrance to the University at 'Tyndall Place';
4. To create new routes, views and vistas from St Michael's Hill to Royal Fort Gardens;
5. To create new links between the University and the City;
6. To improve the public realm in order to strengthen the identity of the Precinct;
7. To provide a new department of Life Sciences on the east side of the Precinct;
8. To create facilities for a New Learning Centre on the site of the existing Arts Library and IT Centre;
9. To re-develop the Hawthorns site;
10. To provide a new building adjacent to the Lodge site.

¹ The Strategic Masterplan is formally adopted by the Council as a Supplementary Planning Document (SPD). It is accompanied by a Statement of Community Involvement (Appendix 3) and a Sustainability Appraisal (Appendix 15).

2.2 Public Art

Public Art is integrated within the University's Masterplan. To date, the public art commissioning programme has been developed by an informal working panel comprising Nicholas Pearson Associates, Sheppard Robson Architects, The Bursar and Operations Manager at the University of Bristol and the Public Art Advisor Alison Scott. Furthermore, the Centenary Public Art committee, led by Martin White, has commissioned Danish artist Jeppe Hein to produce the Centenary public art commission for Royal Fort Gardens. Hein's commission continues the University's existing hosting of artist residencies which have included Richard Box, who worked with the Physics Department in 2004, Andrew Stonyer (RWA), resident at the Department of Engineering 2006-7, and Simon Thomas who worked at the Department of Physics from 1998-2000.

This Public Art Strategy has been developed to form the basis for any future briefing documents to consultants/curators, artists and art plans for the different phases of the Precinct development within the University of Bristol. The procurement of public art for the University will be produced collaboratively so that all aspects of the capital development programme will be integrated over the next ten to fifteen years. In order to fund the public art programme, the University of Bristol will seek to secure a % of the development build cost for each phase of the University development, in line with Bristol City Council's public art policy.

3. What is public art?



Building Sustainable Communities), sustainable development and quality of life initiatives has placed design quality at the heart of the regeneration and development agenda.

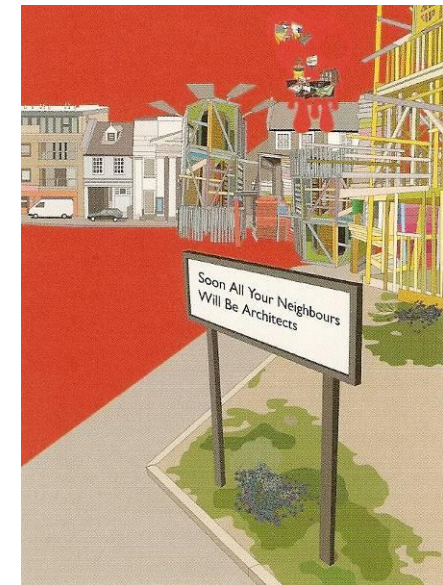
The Commission for the Built Environment (CABE), English Partnerships, English Heritage, the Heritage Lottery Fund and the Arts Council of England are all committed to ensuring that good design, architecture and conservation practice remain priorities in regeneration schemes. Within national and regional policy there are few specific references to public art, however, the concepts of good design, sustainable development and a quality urban realm are key. The key points for public art commissioning are summarised below:

Public Art is a contentious term. To some it means the involvement or commissioning of artists in the conception, development and transformation of a public space or building. To others, the term refers specifically to the public sphere in which an artwork is encountered, often unintentionally.

Public Art is not a single artform, but rather may be understood as a series of practices that encompass a variety of forms and approaches, temporary and permanent, that engage with the sites and situations of the public realm. These range from artists' interventions within the design of a building, to landmark sculptural works, from spectacular events (such as the *Sultan's Elephant*, left) to participatory process-based projects.

It is now widely considered good practice to integrate arts programmes into major building development and the regeneration of the urban environment. The Government's commitment to improving the quality of the environment through urban policy (Urban White Paper, Urban Task Force,

- The design of developments should respond to their local context, and create or reinforce local distinctiveness;
- Specifically commissioned pieces of art can contribute to that local distinctiveness and help to create a sense of place;
- Community involvement is vitally important to the planning and achievement of sustainable development;
- Artists can play a wide role, ranging from participation in design teams to designing specific works of art;
- Cultural activities can contribute to the social, cultural and economic regeneration of an area if they are meaningful to and “owned” by the local community.



4. The International Public Art Programme

4.1 The Vision

This strategy neither prescribes project outcomes nor recommends particular artists, but seeks to inspire a set of ambitions for the involvement of artists within the capital development programme of the University of Bristol towards the formation of a programme and collection of internationally significant artworks over the next ten years. The primary aims of this programme are to:

- Promote a heightened awareness of the University's work and physical environment, drawing out the distinctions and connections between different academic strands of activity;
- Promote orientation across the University through distinctive environments and interventions;
- Contribute creative and imaginative ideas to the design and development of the University's buildings and external public realm;
- Create meeting and talking points throughout the University's Precinct for staff, students and the general public which promote the University's commitment to nurturing creativity and independence of mind;
- Build a collection of outstanding artworks through the creation of opportunities for artists to engage with the work of the University;
- Engage participants and visitors beyond the University by improving and enhancing the urban realm and by staging a series of inclusive and inspiring events and participatory projects;
- Support innovation and risk-taking in public art commissioning to support the University's ambition to become a centre of excellence in public engagement.

4.2 Commissioning Processes

The international public art programme will be developed through a series of projects which are tailored to the specific needs and aims of each phase of the development and outlined in 'Art Plan' attached to that phase. In this section, a range of possible processes are outlined along with a number of case studies. The prescription of specific themes, processes or outcomes would not be appropriate in this context, given the duration and particularities of the Masterplan. It is advised, however, that a public art consultant/curatorial team is appointed to oversee the programme in the long term, ensuring a curatorial vision and that artists/lead artists should be selected through invitation and proposal procedures on the advice of this consultant/curatorial team, rather than through open submission.

Commissioning processes should allow for proposals to develop over appropriate lengths of time, for collaboration and knowledge sharing and to be flexible and responsive to change. Four possible ways in which artists might engage with the University, architects and design teams, students and staff include:

1. Having an artist on the Design Team
2. Establishing an Artist Residency
3. Appointing a Lead Artist to commission multiple works
4. One-off Commissions

Please refer to *Appendix 1 for Guidelines on Public Art Commissioning (devised by Ginkgo Projects)*.

These processes may lead to a single or combination of outcomes including:

1. Architectural/external realm interventions
2. Landmark sculptures or installations
3. Publications, performances or compositions
4. Temporary events
5. Process-based, participatory activities
6. Digital media and online projects

4.2.1 Commissioning Process: Having an artist on the Design Team



“Having a good artist is of equal value as having a good architect.” MUF architecture/art

The inclusion of an artist as a member of a design team may have a number of outcomes. Firstly, as a member of the design team they may be asked to contribute to the development from design brief to completion without necessarily producing an identifiable intervention or artwork. Secondly, the artist may be commissioned to design specific elements of the fabric of the building or external realm. Or they may do both – acting as a member of the design team and producing a specific intervention or work for the development.

Whatever their role, it is essential that the precise remit and brief for the artist are established and agreed in advance of a commission: is the desire for an open-ended creative relationship, or for a discernable outcome? Recommendations for the involvement of artists on design teams are enclosed in *Appendix 2: Rules of Engagement* devised by muf architecture/art consultant for the Public Art Strategy of the Greenwich Peninsula.

Architects Terry Farrell and Partners commissioned artist Liam Gillick to incorporate coloured panels and geometric screens into the design of a new Home Office building in London. Gillick's designs are not bolted-on, but integral to the architecture, and on a sunny day they bathe the building and street in coloured light.

4.2.2 Commissioning Process: Establishing an Artist Residency



Tomas Saraceno, *Flying Green House*, Sonsbeek, 2008

Saraceno constructed this greenhouse from a cloud of 32 helium-filled, transparent balloons, one large one with 31 smaller ones around it, held together by a net. Plants grow in the large balloon, while the smaller ones ensure that the temperature remains constant. The Flying Green House has a diameter totalling 10 metres and was suspended between the trees in Sonsbeek Park from June 14 to September 21 2008. Commissioned by Anna Tilroe for Sonsbeek 08.

An artist residency can offer the opportunity for a creative collaboration between the artist and the staff and/or students of a specific department in the University. The term 'artist' could encompass visual artists, creative writers, musicians, poets and other producers of original creative work.

The resident artist would be encouraged to engage with the life and work of the host department or centre. Such a residency would ideally bring artists into research and study environments where creative arts are not part of the normal curriculum or activities of the host department. Fundamental to the successful management of such a residency is the provision of resources, management and support for the artist during their residency, along with a precise brief as to whether a defined outcome is expected. Schemes such as the Leverhulme Trust artist-in-residence scheme may be useful to consider for further support for the support of such initiatives.

4.2.3 Commissioning Process: Appointing a lead artist to commission multiple works



The appointment of a lead artist to work collaboratively with the public art consultant or curator would create an opportunity for an artist to shape the curatorial vision for a specific phase of the development. In this instance, the lead artist would invite/select a number of artists to create permanent and/or temporary works in collaboration with the design team and steering group. The lead artist would formulate an integrated curatorial rationale for a development, write the artists' brief and manage the negotiations between the design team and the artists. Selection procedures do not normally involve open submission, but rather specific artists are invited by the lead artist on the basis of their previous work and experience.

Multiple commissions selected and managed by the public art consultant/curator are also possible, whereby the curator (instead of a lead artist) shapes the programme for the project to include a range of permanent interventions, temporary projects and events or a series of discussions and debates.

Salt Bridges Contemporary Art at the New Biochemistry Building, Oxford, 2009

The public art programme at the Department of Biochemistry at the University of Oxford involved lead artist Nicky Hirst working with the architects Hawkins\Brown, commissioners Ruskin School of Drawing & Fine Art and Artpoint on a programme of contemporary art commissions for the new building including new works by Tim Head, Annie Cattrell (pictured) and Peter Fraser.

4.2.4 Commissioning Process: One-off commissions



Perhaps the most familiar of the commissioning processes, the one-off commission is tied to a specific brief. Whereas the other commissioning processes are integrated within the planning process, the one-off commission should ideally allow the artist to respond to an open brief, whereby the choice of site and context for the work develops through the proposal stage.

One-off commissions, whether temporary or permanent, should be selected, developed and produced by a public art consultant or curator in consultation with the University. Such commissions have the potential to attract and engage visitors and passers-by, to link with other city events and festivals and to may include the fostering of external partnerships to deliver and fund the project.

Simon Patterson, *Landskip*, Compton Verney, 2000

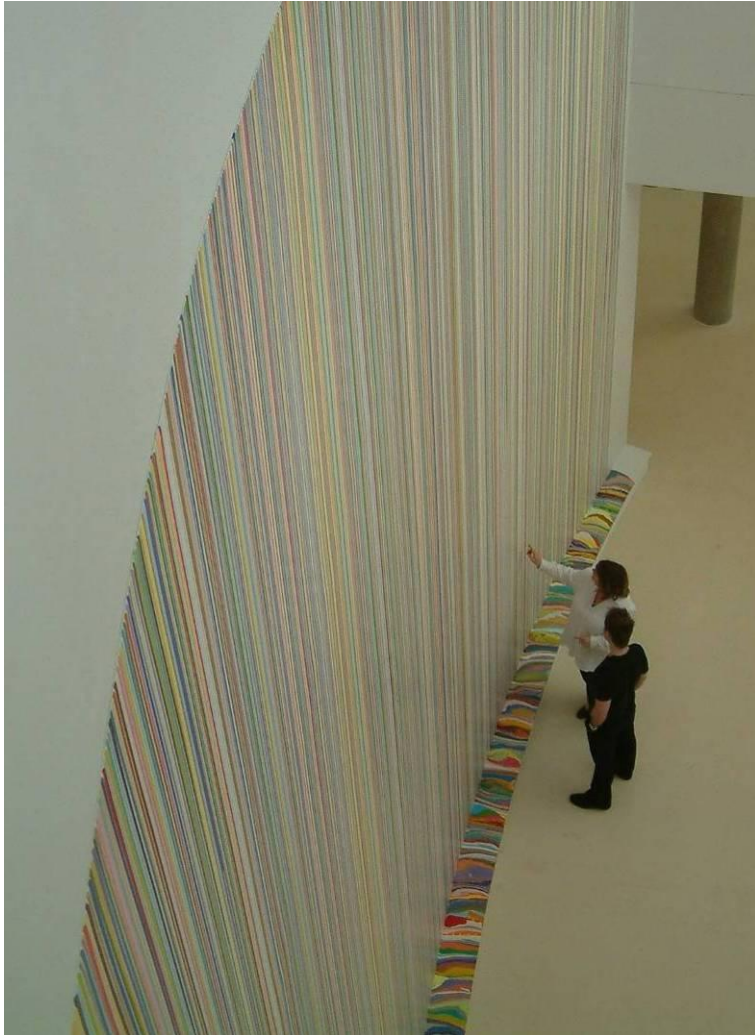
A response to the occupation of Compton Verney's grounds by soldiers during the Second World War for camouflage testing. The artist installed smoke-making devices in the park, and released 'military smokes', timed to emit plumes of coloured smoke that unfurled ribbons of green, blue, red, violet, yellow and white into the landscape. Curated by Locus +

4.3 Commission Case Studies

The following case studies have been selected for their relevance to the University of Bristol's research, teaching and physical environment:

1. Ian Davenport, *Everything*, Warwick University
2. Mark Wallinger, *Y*, Magdalen College, University of Oxford
3. Vong Phaophanit and Claire Oboussier, *Outhouse*, Liverpool Housing Trust
4. Ivan and Heather Morison, *I lost her near fantasy island. Life will not be the same...* Bristol
5. Blast Theory, *You Get Me*, Royal Opera House

4.3.1: Ian Davenport, *Everything*, Warwick Mathematics Institute building



Created by Ian Davenport, a Turner Prize nominee, the painting *Everything* dominates the foyer area of the Mathematics Institute at the University of Warwick. The piece was created by the artist by dribbling thin straight lines of paint down the 30 x 35 foot wall. Davenport calculates the effect of each colour on the next very carefully, using acrylic paint that flows freely from a syringe at the top edge of the wall.

"Conceptual art has had a long history of exploring theoretical ideas, such as abstract mathematics, in sensory form, providing the perfect basis for this type of exploration." Sarah Shalgosky, Curator of the Mead Gallery and the University of Warwick's Art Collection, said: "The vast wall of glittering colour provides a magnificent centrepiece to the architectural spaces of the new building."

The Painting is part of the Contemporary Art Society Special Collections Scheme, funded by the Lottery of Arts Council England, which seeks to place contemporary works of art in regional museums and galleries across England.

Key Points

- A permanent wall painting where the artist's technique creates character and distinctiveness for the department;
- Encourages new use of public space by students, staff and visitors;
- Acquired through the Special Collections Scheme for the University's collection.

4.3.2: Mark Wallinger, Y, 2008, Magdalen College, University of Oxford



To celebrate its 550th anniversary, Magdalen College at the University of Oxford commissioned the Turner Prize-winning artist Mark Wallinger to create his first-ever dedicated permanent artwork. Two years in development, the sculpture **Y** is a two-faced sculpture formed in square section steel and has a silvery, metallic finish. It is positioned in the small clearing at the east end of Bat Willow Meadow among a mature stand of trees and faces westwards, towards the main College buildings, to reflect the setting sun of midsummer. "The bifurcating forks or tines," the artist explains, "are like the branches of the College's ancestral tree or the antlers of the College deer. The repeated figure references divining rods, typically cut from the trees found in Bat Willow Meadow, and the structure echoes the Gothic tracery, which is present within the architecture of the College."

Key Points

- Commission emerged through collaboration with University researchers;
- Artist selected through invited short-list;
- Landmark sculpture in secluded, but publicly-accessible grounds;
- Funded by the College with additional Arts Council and charitable funding.

4.3.3: Vong Phaophanit and Claire Oboussier, *Outhouse*, Liverpool, 2005



'Outhouse' by artists Vong Phaophanit and Claire Oboussier was conceived as a sculpture and a useable social space. The sculpture is located in a strip of woodland in Woolton, in close proximity to four 1960s tower blocks, and on a key route into Liverpool. Outhouse inverts the appearance and construction of a typical home. Based on a local terraced house scaled to two thirds of its size with transparent glass walls and opaque windows. The sculpture is highly reflective and partially camouflaged by the surrounding woodland, its appearance changing with the weather and time of day.

During the day 'Outhouse', suggestive of a large den, offers an accessible inviting space for use by the local community. At night the sculpture is visible from afar, lit from underneath by neon, to create a glowing red landmark within the dark woodland.

Key points

- Pavilion, programme structure that allows for social gatherings and workshops;
- Operates at day and night;
- Funded by the Liverpool Housing Action Trust, The Guinness Trust and Arts Council England;
- Commissioned by Public Art Consultant: Modus Operandi.

4.3.4: Ivan and Heather Morison, *I lost her near fantasy island*, Bristol, 2006



Occurring every five years, the British Art Show is the most ambitious survey exhibition of new and recent developments in art from the UK. *I lost her near Fantasy Island. Life has not been the same* was commissioned by Situations at the University of the West of England for the opening day of the exhibition in Bristol on Friday 14 July 2006.

This work was the latest in the Morisons' series of interventions, vehicles and structures which create fictive scenarios. For one day, this work consisted of a jack-knifed lorry having shed its load of 25,000 flowers across Bristol City Centre. Part-monument, part-interruption, the work changed in appearance throughout the day. At 6pm, passersby began to take the flowers and by 7pm the installation was entirely dispersed across Bristol, as people walked home carrying and exchanging armfuls of flowers. The piece subsequently became a tape-slide work and has persisted as a vivid memory in the social imagination of the city.

Key points

- Temporary intervention in public space;
- Visually arresting and engaging in prominent city centre location;
- Commissioned specifically to celebrate the launch of the British Art Show;
- Funded by the Arts Council of England.

4.3.5: Blast Theory, *You Get Me*, Royal Opera House, London, 2008



Blast Theory were commissioned by the Royal Opera House, London to create a new work for the Deloitte Ignite Festival 2008. For three days, Blast Theory and eight young people from the Mile End area of London were linked to the Royal Opera House for 'You Get Me', an online chase game.

Blast Theory has a track record of creating technologically sophisticated experiences, drawing audiences into worlds that question how we live. In 'Uncle Roy All Around You' (2003), members of the public were sent out onto the streets with small hand-held computers. Players in a virtual city online tracked the public on the street, collaborating with them to uncover the location of the enigmatic Uncle Roy. In 'You Get Me', Blast Theory engaged participants to become involved in a game that combined real and virtual worlds. By walking into the foyer of the Royal Opera House, the visitor became part of an online chase taking place live on the streets of London's East End.

Key points

- Online project involving visitors to key location, but also involving online users;
- Developed as a partnership project with the support of the Mixed Reality Lab of the University of Nottingham, Urban Adventure; Base, Chisenhale Gallery Education Program, Fundamental Architectural Inclusion and Tower Hamlets Borough Council;
- Specific commission emerges as part of an ongoing programme of work by the artists.

5. Delivering the Programme

The delivery of the international public art programme will be largely determined by external factors, especially the phasing of the capital development programme. Given the need for the early consideration of the role of art and artists within the capital development, a consistent champion and mechanism for decision-making for the commissioning of public art for the programme should be established.

5.1. Public Art Steering Group

Drawing on the successful model employed for the Centenary Art commission, a Public Art Steering Group has been formed, with the Chair acting as Public Art champion for the University. The main role of the steering group is to:

- Oversee the delivery of the International Public Art Programme in line with the aims of the Public Art Strategy and Bristol City Council's Public Art Policy;
- Oversee resourcing and budget allocation and allocation of budgets agreed with the Local Authority;
- Oversee the advice given to partners and developers in the formation of art plans, project briefs and creative direction;
- Oversee submission of Art Plans to the Local Planning Authority for formal approval as part of planning process;
- Monitor project design and implementation;
- Promote the Public Art Programme within and beyond the University and involve representatives from the City Council;
- Review and evaluate the work of the public art consultant/curatorial team, and programme activity project by project;
- Ensure that good practice is followed.

Bearing in mind that no post yet exists within the University dedicated to art project management or curation, there are a number of options that exist for developing and managing the art programme. Given the breadth of programming that is required the level of investment that is being made by the University, it is proposed that a public art consultant/curatorial team are employed to work across the entire art programme over a number of years.

5.2. Public Art Consultant/Curatorial Team

The Public Art Consultant/Curatorial Team will be appointed by and report to the Public Art Steering Group. A consultant could be appointed to work on a project-by-project basis, but it is recognised that this would not allow for an ongoing engagement with the aims of this strategy nor allow for the cumulative benefits of working through the different phases of the development. Our aim therefore is that the consultant/curatorial team will be adequately resourced to work on the Public Art Programme on an ongoing basis. The work of the public art consultant/curatorial team will be reviewed annually against agreed performance indicators set with the consultant/curatorial agreement by the steering group.

Key activities should be to:

- Initiate and develop specific aims and artists' briefs for each phase of the development;
- Submit art plans to the Local Planning Authority for formal approval as part of the planning process for each phase of the development;
- Develop and implement artist selection procedures, including selection of lead artist where appropriate;
- Manage the curatorial development and logistical delivery of each of the projects;
- Devise interpretative and promotional programmes for each of the projects with the Public Relations Office and Centre for Public Engagement;
- Develop a maintenance and decommissioning policy to be adopted by the University;
- Develop a monitoring and evaluation programme;
- Create and maintain an art asset management document;
- Develop a mechanism for knowledge sharing between each of the phases and teams on the development;
- Establish creative opportunities and linkages between the University projects and wider activities in the city and beyond.

Required Consultant attributes

- Proven experience in initiating, developing and implementing outstanding and innovative art projects within the context of urban redevelopment and preferably also a higher education research environment;
- Proven ability to advocate on behalf of artists and ability to work as a team member and ability to communicate with non-arts professionals;
- Recognition of good commissioning practice and issues;
- Proven budget management experience, including seeking external funding to supplement core funds for particular programmes or projects;
- Connected to visual arts networks locally and nationally, national and international press and media;
- Proven ability to take curatorial risks to promote innovative practice;
- Ability to build and manage project teams.

6. Online resources

Public Art Online (www.publicartonline.org.uk)

The leading public art resource provided by Public Art South West. This resource provides information on how artists and creative activity can contribute to the built and natural environment, regeneration initiatives, sustainable development, architecture and urban design. Useful section on commissioning practice with case studies.

IXIA (www.ixia-info.com)

IXIA is the national public art think tank and provides guidance on the role of art in the public realm. Through its activities ixia identifies and challenges restrictive practices which result in limited and missed opportunities for artists working in the public realm. ixia works with artists, policy makers and implementers within the public and private sectors. It carries out research, supports events and delivers training, and commissions new writing and publications.

Art and Architecture Journal (www.artandarchitecturejournal.com)

The leading UK magazine for public art collaboration, contemporary urban culture and architecture.

Commission for Architecture and the Built Environment (www.cabe.org.uk)

Government agency set up to advise and promote high quality urban design and architecture and raise the standard of the built environment. CABE offers free advice to government, local authorities and private clients.

Situations (www.situations.org.uk)

A commissioning and research programme dedicated to the investigation of site and context in contemporary art. Website provides case studies and critical papers on public art commissioning.

7. Publications

Locus Solus: Site, Identity, Technology in Contemporary Art (2000)

The publication features projects curated by Locus+ from 1993 to 2000 and draws from them a number of prevailing issues beyond the specifics of individual projects, explored by a diverse range of critics, writers and practitioners.

By Julian Stallabrass, Pauline van Mourik Broekman, Niru Ratnam. ISBN: 1901033619. ISBN-13: 978 1901033618.

Published by Black Dog Publishing.

Open space: Art in the public realm in London 1995-2005 (2007)

Showcasing inspirational examples of art in public spaces from artist-designed bridges to temporary performances in Tube stations, this publication looks at a broad selection of the possibilities and contexts within the public realm.

ISBN: 0728713241. ISBN-13: 978 0728713246.

Published by Arts Council England and Central London Partnerships

Platform for Art: Art on the Underground (2007)

This book explores the heritage and development of art on the London Underground and showcases works by many of the participating artists. These include Cindy Sherman, Janette Paris, David Shrigley, Bob and Roberta Smith, Emma Kay, Gary Hume and Liam Gillick.

By Alex Coles. Introduction by Tamsin Dillon.

ISBN-13: 978 1 906155 06 3

Published by Black Dog Publishing.

Two Minds: Artists and Architects in Collaboration (2006)

The process of collaboration between artists and architects is analysed and documented IN this collection of 18 projects funded BY the RSA Art for Architecture scheme. Essays by international writers and curators Philip Ursprung (Zurich) and Cara Mullio (Los Angeles) place the RSA scheme in an international context.

Editor: Jes Fernie. ISBN: 1904772269. ISBN-13: 978 1904772262.

Published by Black Dog Publishing.

Devised by Claire Doherty, Senior Research Fellow in Fine Art and Director of Situations, UWE, in consultation with Professor Martin White,
Chair of the Public Art Steering Group

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www.situations.org.uk

Appendix 1

Guidelines for public art commissioning developed by Sophie Hope and Cameron Cartiere at Birkbeck, University of London

THE MANIFESTO OF POSSIBILITIES

The Commissioning Process

Commissioning organisations should agree on a strategic public art plan or policy that outlines why they are commissioning public art before commissions are considered. Commitment and support for public art should be demonstrated throughout the organisation. These plans/policies should serve as guidelines but not dictate the content or stifle the creative process.

Public and private regeneration bodies should invest in training and guidance for commissioners, planners, communities and artists about the different ways of working with art in the public realm.

There is no definitive or single 'right way' of creating art for the public realm. The commissioning process needs to recognise the diversity in approaches, interests and skills of artists and reflect this in the aims and objectives of the project.

Clarify at which stage of the planning process artists should be employed. Acknowledge that some artists prefer to be involved at an early stage.

Acknowledge the various partners and stakeholders involved and how they will work together (e.g. architects, planners, artists, educators, other professionals, community members). The roles and responsibilities of all those involved in the commissioning process should be clarified from the onset and need to be expressed in a universally acknowledged and accepted form of contract.

Public art is not a universal problem solver for poor urban design or a magic formula to solve social injustice. It needs to be recognised that good public art is not a single substitute for good public policy.

Public art commissions should be driven by the unique context of a given project rather than overly prescriptive or generic briefs.

The commissioning process should allow room for and learn from rejection, refusal and negation of the commission by artists and other stakeholders.

The Artist

If specific proposals for public art are requested in advance, artists should be paid appropriately for the time spent on site visits and developing the proposal.

While a request for qualifications is an excellent process to narrow the field of potential artists in an open call, the review of previously completed work should not be the only basis for developing a public art project. Where appropriate, sponsoring opportunities for 'first time' public artists will allow for the continued expansion of creativity and artistic vision within the public art field.

Assumptions should not be made about artists based solely on previous work. Commissioners should remain open to the possibilities of artists developing new approaches and creating original works.

Artists working in the public realm need to be acknowledged and paid as professionals on a par with other members of the team, such as architects and designers.

The Curator

The curatorial role in public art commissioning needs to be recognised as supporting, co-producing and overseeing negotiation and artistic vision, from the concept to completion of a public art project.

Curators need to have access to funders and stakeholders to develop a working relationship throughout the commissioning process. The curator can ensure a balance is struck between risk and risk management enabling innovation and experimentation.

Investment in curatorial training and mentoring of public art administrators will help to facilitate creativity throughout the administrative process. Simply changing one's title from 'administrator' to 'curator' is not an acceptable substitute for proper training and curatorial expertise.

The Community

'The community' (or 'the public') is not a uniform group of people. Every project based in a community needs to be aware of the specific audiences the work is intended for. These audiences may be particular age groups, ethnicities, economic backgrounds and/or communities of interest. Acknowledgement of who the public artwork or project is for and why should be transparent. There may be different audiences at different stages of the project.

Artists work with communities but not subsequently for them. The role of the artist is not necessarily to create communities but rather to make connections.

Recognise the time it takes for communities to become participants in the public art process and the value of sustaining long-term relationships and networks.

The Art

Public art is NOT a single art form. There are a multitude of approaches, methods and motivations for public art. Acknowledge and celebrate the depth and breadth of the field.

There is cultural value in commissioning temporary public art. The effects can be as dramatic, significant and sustainable as permanent works.

Public art is often placed in the precarious position of trying to address all stakeholders' agendas and needs – recognise the limitations and possibilities of public art. Be ambitious but realistic. Remember, "context remains half the work" (originally stated by the Artists Placement Group in the 1960s).

The Evaluation

Evaluation should be integral to the process, embedded from the beginning, providing productive suggestions as a qualitative tool and NOT a pre-emptive checklist.

Acknowledge the varying notions of risk. Identify the different criteria for success and allow time for understanding these differences.

Evaluation should be transparent and honest.

Evaluation should recognise failure and the potential lessons that can be learned.

The evaluation process is not limited to the art; it can also include the stakeholders and the commissioning process itself.

Current timescales for evaluation are too short. There is a need for long-term investment in evaluation. The sustained 'value' of public art needs time to reveal itself. This is a process that may take years. Therefore the aim of evaluation should be informative rather than reactionary.

Evaluation is most effective when information is disseminated and shared. Commissioners should make publicly available evaluations, debates and archives of public art projects.

Appendix 2

Sample Agreement for the commissioning of a stand-alone public work Developed for the Centenary Public Artwork

1. Subject of the Agreement

1.1. University of Bristol shall acquire from Artist (name of work)

Full description of work

1.2. A detailed description of Work as well as its components is attached as **Appendix 1** which forms part of this agreement.

1.3. Work shall be installed on the campus of the University of Bristol. A detailed description of the site where Work shall be installed is set out in the planning permission obtained by the University (reference) granted on (the “**Planning Permission**”).

2. Remuneration

2.1. Artist shall receive from University of Bristol for the design, production, delivery and installation of Work a remuneration in the amount of net (in words:) incl. VAT (if applicable) and all export and delivery costs and duties. Remuneration shall be paid in two instalments:

- 1) upon signing of this agreement;
- 2) upon completion of installation of Work on site and acceptance by the University of Bristol in writing in accordance with paragraph 4.

2.2. All payments shall be due upon receipt of a valid invoice in respect of the aforementioned amounts. Payments shall be made on or before the final date of payment, which shall be the end of the month following the month in which the respective invoice was received.

2.3. Artist shall retain title in Work until full payment of remuneration in accordance with paragraph 2.1, when property and ownership of the work shall pass to the University of Bristol.

3. Transport, Installation

- 3.1. Artist shall at its cost provide for transport, unloading and installation of Work, however, not before receipt of full payment of the first instalment under No. 2.1. of this agreement.
- 3.2. Artist shall provide University of Bristol with all planning documents for the construction of Work as well as a stability proof for Work. It shall be at University of Bristol's sole responsibility to verify whether Work meets all applicable health and safety regulations and shall provide Artist at least three months before the installation period as agreed under no. 3.3. with all necessary information if Work has to be changed to meet all applicable regulations. Any additional costs (provided properly and reasonably incurred) arising due to receipt of such information on shorter notice shall solely be borne by University of Bristol.
- 3.3. Artist shall install Work between The exact installation period shall be agreed on in advance by the contractual parties in writing.
- 3.4. University of Bristol shall at its expense provide:
 - 3.4.1.

Details with regard to the services under no. 3.4.1. are to be provided by Artist as soon as reasonably practicable after the signing of this agreement and at the latest by

University of Bristol shall at its expense obtain all necessary permits for the installation of Work and/or static calculations, if necessary, and notify Artist thereof before the beginning of the installation period.
- 3.5. University of Bristol shall provide for free access to the installation site for Artist and its nominated subcontractors and sufficient power supply as agreed under no, 3.4.2. during the whole installation period. Artist will and will procure that its staff and nominated subcontractors abide by any access and safety regulations that are imposed on the site by the University of Bristol or their approved contractor/Site Manager.
- 3.6. Artist shall provide University of Bristol with the respective specifications and maintenance requirements for Work on completion of installation.
- 3.7 Artist warrants that the Work and the installation works will be of good quality and free from faults or defects inherent or latent in workmanship or materials. Where the work requires restoration or repair by reason of faults or defects in workmanship or materials, which are discovered and notified to Artist in writing within a period of 12 months of acceptance in accordance with paragraph 4, Artist shall be responsible for carrying out the repairs at their own cost. If damage results from vandalism, extraordinary weather conditions and/or wrong cleaning (unless carried out by Artist)

during the warranty period, Artist shall (if requested by the University of Bristol) provide assistance in carrying out the repair works at University of Bristol's expense.

4. Passing of Risk

The risk of loss and damage shall pass to University of Bristol upon completion of installation of Work on site and acceptance by the University as set out below. Until such time Artist will insure the Work and have in place insurance for delivery and for the installation works on terms and for such amounts acceptable to the University of Bristol.

Upon completion of installation of Work or on the day following the completion of installation Artist (or their nominated representative) and University of Bristol shall jointly inspect Work. University of Bristol shall accept Work if it is in accordance with the description set out in Appendix 1 and is free of defects and the University shall within 24 hours confirm its acceptance of the Work in writing. If the Work is not in accordance with the description set out in Appendix 1 and/or if Work has defects, Artist shall carry out the necessary work at its cost to rectify any faults.

5. Copyright

5.1. Copyright in all designs for and in the Work shall remain with Artist.

5.2. Work forms part of a series of labyrinths, however, Artist shall not produce another Work with the identical design and dimensions as Work sold under this agreement.

5.3. Artist shall grant University of Bristol irrevocably in perpetuity worldwide without remuneration

- the non-exclusive transferable right to produce and/or reproduce and/or to spread images of Work in own media of University of Bristol, such as catalogues, brochures, books, information leaflets, and for press use, such as edited press releases and press inquiries, in order to promote the exhibition of Work as well as
- the non-exclusive transferable right to spread images of Work and/or to make them publicly accessible (on demand) using online services and/or other open or closed networks (internet, intranet) as well as to reproduce the digital images on servers, however, only in connection with University of Bristol's own website and/or in connection with the aforementioned print media and/or press releases.

If the respective images are taken by the University of Bristol and/or third persons commissioned by the University of Bristol and/or if images of Work are to be used for own media, the respective images have to be approved by Artist in writing. Such approval shall extend to use for any of the

purposes permitted by this agreement. If the University of Bristol uses images of Work for own media, the following credit shall be published next to each reproduction of images of Work:

Credit details....

University of Bristol may grant the respective rights set out under no. 5.3. above to third parties and the University of Bristol will request that the above credit shall be used .

- 5.4. Artist's prior written consent shall be necessary for any other use, in particular commercial use, of Work and/or images of Work. It is acknowledged that the Work is to be installed in a public area and the University of Bristol cannot control any copies of the Work made by third parties (in whatever form).
- 5.5. University of Bristol is acquiring the Work for it to be assembled at the site described in the Planning Permission. As Work has been created as an artistic installation Artist's prior written consent shall be necessary for any alterations of Work, of the ground materials referred to in clause 3.4.1 as well as for any additional elements, such as benches, plants, signs, garbage bins, etc., in the immediate vicinity of the Work (being a 3 metre radius) and if Work and the respective elements would be perceived as a connected ensemble. If the University requests such consent and Artist does not respond or provide such consent within thirty days of such request, the University may make such alterations.
- 5.6. University of Bristol shall provide Artist at its expense with up to five digital images of the installed Work in printable quality as well as without limitation the non-exclusive, irrevocable and transferable right of use and exploitation of the respective images throughout the world in perpetuity and the right to alter the respective digital images for good faith purposes. University of Bristol shall also use its reasonable endeavours to provide Artist at its expense for archive purposes with two copies of every promotion material produced for and/or in connection with the Work, e.g. flyer, catalogues, etc.
- 5.7. Work may be installed upon prior written agreement at another site. No. 5.5. shall apply accordingly for other installation sites.
- 5.8. University of Bristol shall offer Artist in writing to retransfer ownership for free before purposely destroying Work. If accepted, removal will be at Artist's cost.
- 5.9. Artist warrants to the University of Bristol that Artist is the sole author of the Work which is original to Artist and that the Work does not constitute anything obscene blasphemous libellous or otherwise unlawful and does not infringe the copyright or any other rights of any third party. Artist further warrants that it has full power to enter into this agreement and to grant the rights and give the warranties and indemnities contained in this agreement.

- 5.10. Artist will keep the University of Bristol fully indemnified against all losses and all actions claims proceedings costs and damages (including all legal costs or other expenses) arising out of or in connection with any breach of the warranty given above that the Work does not infringe the copyright of any third party.

6. Sale of Work

- 6.1. Artist shall have a right of pre-emption, if University of Bristol sells Work in a private sale or disposes otherwise of Work. Artist shall also be offered Work before it is being put at auction and shall be entitled to acquire it in this case for the then current gallery price, based on the sale prices realised within the last twelve months by galleries representing Artist.
- 6.2. If University of Bristol sells the Work, University of Bristol shall provide that the purchaser assumes all of University of Bristol's duties under this agreement.

7. Termination

Artist and University of Bristol may be entitled to terminate this agreement for the following reasons. Notice of termination shall be in writing:

(a) if the other party is in material breach of its obligations under this agreement and where the breach is capable of remedy within 30 days, the other party has not remedied the breach within 30 days of receiving written notice which specifies the breach and requires the breach to be remedied; or

(b) if the other party becomes insolvent or if an order is made or a resolution is passed for the winding up of the other party (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other party's assets or business, or if the other party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt in any jurisdiction.

8. Applicable Law; Place of Jurisdiction

- 8.1. This agreement shall be governed, construed and enforced by the laws of England and Wales. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

8.2. Place of jurisdiction for all claims arising from and/or in connection with this agreement shall be England.

9. Miscellaneous

9.1. If any term or condition of this agreement should be or become invalid or unenforceable, then all other terms and conditions shall remain in full force and effect. In this event, University of Bristol and Artist shall substitute the invalid or unenforceable provision by a valid one which as closely as possible achieves the economic purpose of the invalid or unenforceable provision. A complete nullity of this agreement shall be explicitly avoided.

9.2. There are no (oral) amendments to this agreement. All modifications, alterations or amendments to this agreement shall be binding upon the parties hereto provided that they have been signed by authorised signatories of the parties hereto. This shall also apply to alterations of this provision.

9.3 This agreement does not create any right enforceable by any person not a party to it.

9.4 Except as required by law or a competent regulatory authority, the contractual parties agree at all times during the continuance of this agreement and after its termination to keep confidential (and will procure that its employees and agents will keep confidential) the Confidential Information and that it will not disclose or permit the Confidential Information to be disclosed without the prior written consent of the other contractual party or in accordance with the order of a court of competent jurisdiction. For the purposes of this agreement, "Confidential Information" shall mean all technical business or similar information relating to this agreement and its subject matter however originating and/or information relating to the business affairs of the other contractual party, which are of a confidential nature and shall include the terms of this agreement. Artist recognises that the University of Bristol is subject to legal duties, which may require the release of information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 or any other applicable legislation or codes governing access to information and that the University of Bristol may be under an obligation to provide information on request. Notwithstanding anything in the agreement to the contrary, if the University of Bristol receives a request for information under any applicable code or legislation governing access to information (a „request for information“) the University of Bristol shall be entitled to disclose all information and documentation (in whatever form) as the University of Bristol considers necessary to respond to that request and the University of Bristol shall be under no obligation to inform or consult Artist. The University of Bristol shall be entitled to include any such information as part of its publication scheme as it deems appropriate. Artist will assist the University of Bristol to enable the University of Bristol to comply with its obligations under any applicable code or legislation governing access to information. If the University of Bristol receives a request for information and requires Artist's assistance in obtaining the information that is the subject of such request or otherwise Artist will respond to any such request for assistance from the University of Bristol at its own cost and promptly and in any event within 10 days of receiving the University of Bristol's request.

9.5. Two copies of this contract shall be signed by the contractual parties.

Appendix 3

Artist on the Design Team Rules of Engagement

Courtesy muf, 'A Public Art Strategy for the Greenwich Peninsula', 2007

Having a good artist is of equal value as having a good architect. With this in mind, we outline below the essential rules of engagement to be established with the developer and the design team in advance of a commission:

- The intention and remit for the artist as a member of the team must be established from the outset.
- The whole team must be aware of this and wish to support the collaboration; they must understand it is an important part of the client's ambition for the project and not a whim that they can be talked out of later. The involvement of the artist should form part of the brief and the terms of appointment of the professional team.
- The criteria for the artist's selection and how that is managed is vital to a successful project. People must be able and willing to work together, the architect must be actively involved in the selection process.
- The artist must have sufficient status in the team to have authority.
- The project manager must be sympathetic to the collaborative process and have an understanding of the intentions behind it.
- The degree of control the artist has in the design and implementation of their work must be established at the outset and agreed with the artist. The more control and involvement an artist has the better the work. Overall responsibility for the artist's element will remain with the architect who is responsible for delivering the scheme safely, on cost and to programme.
- The budget for the project must be sufficient to fund adequate time for the both the artist and the architect to establish some mutual understanding and trust and for them to get to know one another and each other's work- Members of the team must believe in each other's expertise and respect the other's discipline.
- It should be discussed at the outset whether the architect is to interpret the artist's ideas to ensure they are appropriate, safe, and comply with any statutory requirements or whether the artist is given the authority and budget control to manage their own process.

- The line of communication between the artist, the architect and the project manager, the contractor and the quantity surveyor concerning exactly what is to be produced and how much it will cost must be established at the outset.
- The architect and the project manager should be specifically obliged within the terms of their appointment to facilitate the dialogue between the artist and other members of the team.
- It may not be appropriate to ask for 'working drawings' from the artist. Although a detailed design will often be required there are other ways of describing the work. This should also be recognised in the terms of appointment and form of the contract. If 'working drawings' are specifically required in a particular form to incorporate the work into the building, this can be made the responsibility of the architect.
- It is not necessary for the artist when working cooperatively with the professional team to have their own PI. The responsibility to the client to produce a building or installation that is safe, appropriate, maintainable etc. must lie with the professional team. This must be written into the terms of their appointment and may require a certain degree of negotiation between the artist and team. It should not be necessary for the artist to provide insurance, or enter into Warranty or Duty of Care agreements. This is not what the 'client' wants from the artist.
- When appropriate the Planning Supervisor has the responsibility to ensure the artist is aware at a very early stage how CDM regulations may affect their contribution.