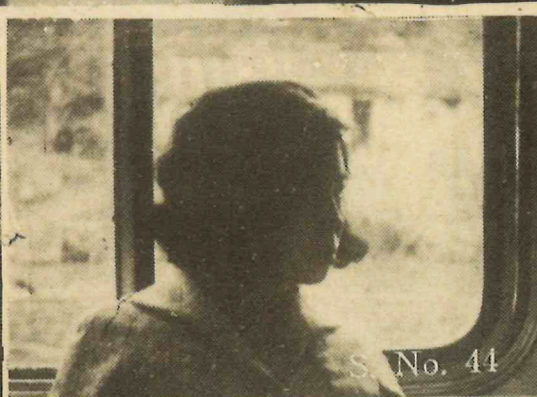




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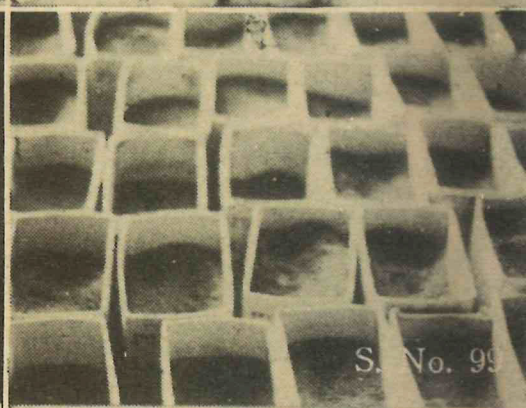
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HK \$116 JP ¥1500
KR ₩24000 NZ \$18
SG \$19 US \$15



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A Contract for Critical Thought

No one can talk about the contents in the room. Period. That is the unyielding underlying principle of *The Social Contract* (2007–), a project conceived by Jacqueline Riva and Geoffrey Lowe, who together form the collaborative A Constructed World. All those involved in *The Social Contract*, from curators to critics to audiences, must first agree to sign a legal document known as a Confidentiality and Participation Agreement before they are allowed to enter the room and look around. Having seen the artworks within, they continue to be bound for a set duration by a vow of silence, which includes making no reference to the contents of the room on Twitter, Instagram or Facebook, even to bedfellows.

I drafted the Confidentiality and Participation Agreement for *The Social Contract* when it was presented in Hong Kong at the nonprofit space Spring Workshop from November 1 to December 15, 2013. Apparently, Heman Chong, the artist and curator responsible for bringing the piece to Hong Kong, and Mimi Brown, the founder of Spring Workshop, thought I was suitable to undertake this task because I love the law and the arts, and because I am an agitator. A cynic might say that the difficulties of finding any other lawyer willing to work practically for free was rather more important than the suitability of my supposed qualities. From my perspective, however, the opportunity to work with great artists and to make law an integral part of an artwork at one of my favorite nonprofits in Hong Kong was priceless. The aim was to craft a confidentiality obligation that was robust, had a wide reach and was enforceable. I did make one key adjustment to the conventional form of confidentiality agreements. This was to define each audience member as a “participant” in *The Social Contract*, ensuring that he or she was no longer a mere gallery visitor but rather an active party and participant in a larger project, a critical component of which was to keep certain information strictly confidential.

When I attempted to boast subtly to acquaintances about my involvement in *The Social Contract*—which had given me an enjoyable ego boost by elevating me from onlooker to quasi-artist—I was often met with the question, “Why would A Constructed World seek to inhibit discourse and debate about their artworks, especially when such critical exchange of views enhances our understanding of the works?” The more aggressive among such questioners would then typically follow up with “The work must suck” or “The demand for confidentiality is a media stunt; it’s just done to generate hype.” There was only the occasional “That’s cool.”

How could I credibly justify my role? I couldn’t let my artistic debut be a flop. Bingo: the genre of works classified as “Institutional Critique” came to my rescue. Arguably, *The Social Contract* is in the spirit of Eduardo Favario and Daniel Buren, artists who both closed galleries in 1968 for the duration of their respective

exhibitions; of Marcel Broodthaers, who established the *Musée de l’Art Moderne, Département des Aigles*, a fictional museum, also in 1968; and Seth Siegelaub and Robert Projansky’s *The Artist’s Reserved Rights Transfer and Sale Agreement* (1971), which is a contract designed to “remedy some of the general acknowledged inequities in the art world,” in particular by providing that artists be compensated when their works are re-sold or transferred. What *The Social Contract* has in common with these works is that it challenges the power dynamics and economic relations of the institutions responsible for cultural production. *The Social Contract* has the capacity to reveal while silencing. And, as with other works of Institutional Critique, it is layered: there is the physical work itself and then there are the context and conditions in which the work is viewed and distributed. While the artworks in the room cannot be discussed, the institutional context in which they are shown can be. Perhaps in focusing on the former limitations, critics have refrained from reporting on the work altogether. If so, that is a shame.

A confidentiality agreement per se acknowledges that there is something of value worth protecting. In this case, it is one’s own personal thoughts about the work, untainted by outside influences, that merit this care. In a manner reminiscent of Yves Klein’s *Zones of Immaterial Pictorial Sensibility* (1959–62), in which the artist sold zones of empty space in exchange for gold so that the buyers could experience the void, *The Social Contract* offers individual audience members a space in their own mind to meditate on the artworks free of external forces. Unfortunately, the work cannot exclude existing institutionalized, internalized and socially determined biases visitors may have already acquired. Nevertheless, it remains of such value that I am not prepared to talk about the works, despite the fact that, legally, I am now free to do so.

A significant consequence of the confidentiality agreement for *The Social Contract* is that it temporarily equalizes the value of each person’s opinion of the artworks within the room. There is no channel for communication and thus no avenue for any dominating voice to dim other voices, or for any hidden or vested interest to directly intrude. This means that one of the mechanisms by which the traditional power dynamics of the art world are perpetuated is partially dismantled. The meaning attributed to an artwork then becomes predominantly, if not solely, personal rather than social. This may be unsettling for some who find that their social significance in the art world is significantly diminished in this context. My advice (again practically free) to any such person who has been reluctantly silenced by signing *The Social Contract*’s Confidentiality and Participation Agreement is to just go ahead and acquire the artwork. A big check speaks volumes.

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