

# The importance of assessing quality of Artworks in Art Gallery's contract<sup>1</sup>

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## ABSTRACT

Although artworks have been traded all around the world for decades and represent a huge market, the notion of quality linked to the process and the criteria evaluation is often under estimated and neglected. Indeed, the contracts often do not precisely describe the investment, other than monetary, that the Art Galleries should show during the project to ensure its success.

It will be ideally necessary to add more quality measurements in the existing agreements or directly news clauses within contracts that are can be adapted for improving the assessment of quality of artworks and of the process, which can be considerate as a part of the artwork itself.

This paper aims to analyse different alternatives found using a multi-attributes decision analysis method. From the various suggestions, one of the options seems to be the best solution for assessing quality. The communication and the implementation of clear milestones between owners and contractors clearly established quality assurance criteria are a significant success factor within a project. Indeed, if both owners and contractors are responsible for establishing quality control measures and maintaining quality assurance within the entire process in the project and agree upon quality control milestones, this may result with a better project execution, reduction of the complaints between the parties, increase the communication efficiency and reduce tension.

**Key words:** Quality assurance, product quality, quality process, quality criteria, artworks

## INTRODUCTION

With 2016 auctions that total \$ 12.45 billion with 675,500 lots sold + 11% of lots sold in the West (USA + 24%, UK + 27%), Arts markets represent a huge place for trade exchanges worldwide, also, to secure all the parties involved in these exchanges, there is an important need for contract agreements. Moreover, regarding the countries, the

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different new art movements and the social evolution of the common perception of artworks new standards and contracts has to be determined. For instance, last year The England Arts councils decided to impose new quantitative measures of arts quality and redefined all its quality assessments basis, such a decision underlines the need for some parties to improve the existing basis to protect their investments and works. That's why here I will try to understand the mechanisms used to evaluate quality of artworks.

"Quality is never an accident; it is always the result of high intention, sincere effort, intelligent direction and skilfully execution; it represents the wise choice of many alternatives," noticed William A. Foster. To give a general definition, quality refers to a standardized attribute which permits one to describe something or someone. In artworks, value does not only depend on the singular and subjective appreciation of each; on the contrary, they have quality criterions that can be noted and quantified in order to give real value to these works: materials used, techniques apprehended, renown of the artist, and so on. The Painter Balance, realized by Piles in 1708, enumerated the 4 main principles to reach the level of quality expected for the product. That Balance is still used today but has evolved regarding the novelties in artworks.

However, the standards may vary regarding countries and institutions: The Culture Minister define some rules that will have a huge impact on the institutional market, while the Merchant market might have different expectations and appreciations. Here we will focus on the Merchant market and more specifically on the Art galleries' contract.

By making the present study my objectives are to underline the importance of quality in Art Gallery contracts as a mean to evaluate the value of the artwork but as well to secure the payment and to promote new artists. My focus will be on quality process, assurance and on the quality of the product delivered. How does a poor-quality process affect a product even if the primary material's quality is high? Is a good process being enough to reach the product quality? Finally, this paper seeks to answer to: **How to be sure that the expected product quality and quality process will be delivered?**

In this paper, we will make a comparison between Art Galleries' contracts and some baseline documents such as Public Art Guideline and Criteria, CSI Manual, CD ROM. The objective of this paper is to find Art gallery's contracts strength and opportunities as well as weaknesses and threats to try to give recommendations to improve the quality aspects in contract's and provide beneficial outcomes.

## **METHODOLOGY**

After an appreciation of Art gallery contracts, it appears that several alternatives could be taken in order to help both the owner (gallery) and the contractor (artist). Then, the outcomes of each alternative will be apprehended: the inputs and benefits of each feasible alternative found.

## **FEASEABLE ALTERNATIVES**

1. Regular assessment has to be made between the owner and the contractor to state about successes and weaknesses in terms of quality.
2. The owner should clearly indicate the necessary submittals and be involved within the process.
3. The quality standards have to be well defined by both the owner and the contractor.
4. Include post-work warranties
5. Take care about the country's norm regarding art
6. Include a copyright clause to maintain the quality level of the artwork

## **DEVELOPMENT OF OUTCOMES**

- 1. Regular assessment has to be made between the owner and the contractor to state about successes and weaknesses in terms of quality.**

Even if the expectations of both parties agreed about the quality's criteria in the contract at the beginning of the proposal, during the project or the engagement defined in the contract, some changes might occur and become a threat or an opportunity to develop. That's why a clause with milestones or gap of quality control should be settled to ensure the communication between the owner and the contractor. By organizing regular Stand-Up and assessments, they both have an eye on the creation process and insure themselves that all the requirements about quality are clear and understood by the people involved.

- 2. The owner should clearly indicate all the necessary submittals and be involved within the process.**

As the contractor is entirely responsible about the definition of the quality linked to the design process and he/she is the person skilled for it, it doesn't mean that the owner should just wait the final result. If in the contract the owner defines clearly what he wants and is involved within the process it will enables to reduce the level of mistakes as the contract can end before the last minute if the expectations of the owner are not meet, it avoids delays.

### **3. The quality standards have to be well defined by both the owner and the contractor.**

Quality assessment should contain fair, balanced and honest judgments, based on evidences and it is important that those judgments are well explained. With an organized and exhaustive sheet of all the elements that contribute to the quality of the work agreed by both: the owner and the contractor, the value can be most objectively estimated to avoid any loses. There will always be a part of subjectivity but if the assessment is recognized and understood the final value determinate will be accepted.

### **4. Include post-work warranties**

The owner, in order to preserve as long as possible, the artworks should add maintenance warranties. It will enable to insure the durability of the work and he will dispose of some clue about how to preserve the work for the time of its exhibition. For instance, the artist should warrant the quality and durability of the Artwork for the 12-month, that warranty period having regard to the nature of the Artwork. He should as well take the responsibility if there is problem due to the materials used during the creation process.

### **5. Take care about the country's norm regarding art**

The standards define by States about the quality in order to set up the quantity measurements should be taken into account as it can be qualitative criteria that will comfort commissioners and potential buyers. Moreover, it can complete.

### **6. Include a copyright clause to maintain the quality level of the artwork**

As the value of the Artwork is based partly on its uniqueness, also it is important for the owner to ensure that the work cannot be copied and that he has an exclusive right on it as long as the contractor is under contract with him. Otherwise the value expected for the work will decrease. The advantage here is to reduce any possible concurrency with the same arm and guaranty the success effect with buyers who are often collectors looking for unique items.

## **SELECTION OF A CRITERION**

In order to select the best alternative, we will conduct a Multi-Attribute Decision Making Analysis. This qualitative analysis of the feasible alternatives is assessed against the best attributes identified to find a solution to the problem.

Shared responsibilities	
50/50	4
The contractor has more responsibilities but the Owner is involved and have an active contribution	3
The contractor has all the responsibilities but the Owner is involved and not active	2
The contractor supports the entire responsibility	1

Communication level	
Easy: open to suggestions and frequent	4
Moderate	3
Fluctuant	2
None	1

Planned Meeting	
Very Frequent	4
Frequent	3
Occasionally	2
None	1

Feasibility	
Very High	5
High	4
Medium	3
Low	2
Very Low	1

Increase Value	
Very High	5
High	4
Medium	3
Low	2
Very Low	1

Figure 1: Quantitative analysis of the alternatives evaluated regarding their interests

ATTRIBUTES	Alternative I	Alternative II	Alternative III	Alternative IV	Alternative V	Alternative VI
Feasibility	5	4	4	4	2	4
Planned Meeting	3	3	3	3	1	3
Shared responsibilities	2	4	3	2	2	1
Communication	4	4	3	1	3	3
Increase Value	3	4	5	3	3	5
Total	16	19	17	13	11	14

## FINDINGS

If we look at Figure 1, the best alternative seems to be the second one, followed by the third one and the first one. To improve that conclusion and go deeper in our analysis, we can produce a MADM ratio scale.

Figure 2 – Quantitative analysis of the alternatives evaluated their interests in ratio scale

ATTRIBUTES	Alternative I	Alternative II	Alternative III	Alternative IV	Alternative V	Alternative VI
Feasibility	1	0.8	0.8	0.8	0.4	0.8
Planned Meeting	0.75	0.75	0.75	0.75	0.25	0.75
Shared responsibilities	0.5	1	0.75	0.5	0.5	0.25
Communication	1	1	0.75	0.25	0.75	0.75
Increase Value	0.6	0.8	1	0.6	0.6	1
Total	3.85	4.35	4.05	2.9	2.5	3.5

### Selection of the preferred alternative

Thanks to the MADM analysis in ratio scale done above we can now confirm how much better or worse each option is when it is compared to one of the others. Following this analysis, the alternative 2 is  $(4.35/2.5 = 1,74 \times 100) = 174\%$  much better than the less successful alternative. Then, our best option is to sensitize the owner to the importance of his implication within the project during the entire period of the contract. He should clearly indicate all the necessary submittals and be involved for the entire process. However, it is quite hard to define which level of involvement can be the best. Indeed, the contractor needs to have as well some free space to work on the project without being too distracted.

According to all attributes, the third alternative presented about the quality standards which have to be well defined by both the owner and the contractor to ensure the quality of the final product and well stated the basis of the quality assurance and of the product value, present as well a high interest. Indeed, there are still too many undiscussed and not well-defined issues, without taking into account the constant evolution of the artistic movements, within contracts. Thus, my recommendation for the owner will be to be more involved within the process to keep an eye on the evolution of the contractor's work and for the contractor to convince the owner of the value of his work regarding the actual trends and being able to settle discussed quality standards.

## **Post-evaluation of results**

The communication and the implementation of clear milestones between owners and contractors is never overemphasized. Clearly established quality assurance criteria are a significant success factor within a project. Moreover, a unanimous decision is needed to establish such criteria and expected milestone artwork delivery. This would enable both parties to keep track of the project and, in that schema, the risk is shared.

After the entire analysis made, the best alternative found is the second one: sensitize the owner to the importance of his implication within the project during the entire period of the contract. Obviously, other alternatives are possible and in particular the third one that do not present any real point that could suggest a failure possibility, but the second one present more positive points than the alternative III, also the alternative II come first and it will be good to go further to apply the alternative III straight after. The good thing here is that if the chosen alternative doesn't reach your expectations, you can go for another alternative, like the second one and do that as several times until you are satisfied.

## **CONCLUSION**

The problem statement raised in this paper was to ask ourselves how being sure that the expected product quality and quality process will be delivered. For that an analysis was lead using a multi-attributes decision making sheet made with all the different alternatives found. At the end, it appears that the best solution is to sensitize the owner to the importance of his implication within the project during the entire period of the contract. However, one cannot be completely categorical and ensure that this option is the best because the second alternative present some serious advantages and no big negative points and all the alternatives presented can be tried and defined as the best one in another context.

Nevertheless, if both owners and contractors are responsible for establishing quality control measures and maintaining quality assurance within the entire process in the project and agree upon quality control milestones, this may result with a better project execution, reduction of the complaints between the parties, increase the communication efficiency and reduce tension.

## **FOLLOW ON RESEARCH**

Thanks to the following analysis lead in this paper, we found that between the different alternatives raised some seems to be more interesting to exploit than the other. However, regarding the context some might be more interesting than the other and the third alternatives deserve as well to be more developed.

The coherent follow-up to this paper would be to evaluate the level of involvement of the owner during the project period and to find out if in contracts the milestones dates are well settled. Maybe even start to develop some of the other alternatives.

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## About the Author



### **Louison Marguerite**

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**Louison Marguerite** was born in Caen, a little city located in Normandy, France. An active child that loved to read comics and invented games to play with her little brother, she learned piano and practiced Taekwondo, a Korean martial art, for five years. During weekends her parents took her to many Art exhibitions, which is why, artworks are a centre of interest. She completed her studies in Caen before moving to Lille and integrating at Skema Business School.

Currently, she is a student following an MS in Project and Program Management and Business Development at SKEMA Business School. In the High School Program, at Lille, she chose to follow that master mostly because she liked the idea that each project she might work on would be unique and because of the time limited aspect of projects. She was lucky enough to travel a lot during her studies thanks to a semester abroad and a gap year, especially in Asia (China, South Korea, Laos and so on). That enabled her to accumulate experience as community manager and CRM and increased her interest in discovering other cultures and traveling worldwide. Fond of culture and history, she plans to work in foreign countries to discover new approaches and developed my personal adaptation skills few years after my graduation.

Aware that hard work gets results, she is energetic and diligent. Naturally curious of everything, Louison loves learning and considers that being positive in life is one of the keys for doors to open. Her ambition is to make every day worth living, whether it manifests itself at work or through passions.