

David Kim
***I, The Artwork:*
A Conversation
with Yazan
Khalili**

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The following text is the transcript of a conversation from November 21, 2017, in which the impossible legality of an artwork – *I, The Artwork* by the Palestinian artist Yazan Khalili – takes lawyer and critic David Kim and scholars Elizabeth A. Povinelli, Jonathan Beller, and Vivian Zihlerl through the clauses of contemporary personhood, inhumanity, and non-humanness. The conversation begins with an appraisal of the work's legal attributes.

David Kim: The work is titled *I, The Artwork*. It's hanging here in this space. It consists of a large framed photographic print, 120 centimeters by 79.2 centimeters. The photographic image is of a deed of ownership, the text of which I'll address in a moment, hung on the wall just above a couch in the lower-right quadrant of the photograph. It is – and these are Yazan's words, not mine – a rather unassuming image, a rather plain image. Now, the deed of ownership is not strictly a deed – it's a contract to be signed by the artist and the owner or collector. It consists of recitals, which are a kind of preamble, and three parts. The first part of the text defines the artwork, its physical properties and dimensions, the frame and the glass, and of what they ought to be made. The second part describes the broad requirements of the artwork's exhibition and surroundings – more on that in a moment – and the third part reiterates that the agreement is binding.

Let me read just a bit from the contract so you can develop a finer-grained sense of the language and content. Here is an excerpt from the recitals, a part of the contract that is not typically understood as binding by the courts, but that is nonetheless a moment for the parties to declare their intentions in making the agreement:

Whereas *I, The Artwork* has been produced by the artist Yazan Khalili, *I, The Artwork's* character and individuality is expressed by the following conditions. The following conditions and rules apply irrevocably, worldwide, without any time limit, as they are defining elements of its existence and nature; therefore to avoid misunderstandings it is stated that any violation of these conditions shall be seen as a direct violation of *I, The Artwork* itself, and its meaning and individuality, in their entirety.

It goes on, but this begins to give you a sense of the text. Let me also read briefly from another section. This is the first section of part two, the title of which is "Conditions of *I, The Artwork's* Exhibition and Surrounding."

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Provision 1: *I, The Artwork* shall not be owned by any institution, private entity, or other legal body that is funded and financed, co-owned, or in any other way legally controlled by a state which is occupying other states, or has a documented policy of invading and occupying territories of other states and nations for whatever reasons.

The subsequent provisions in this section make similar stipulations around institutions or states that may be settler-colonial states or institutions that are funded or co-funded by states that are occupying territories of other states and nations. We'll return to all of that content – I know the language is a bit dense – but let's keep it in mind.

A few contextual comments and then we'll move to a conversation with Yaz. There are several means by which any artist might control the circumstances of the ownership and exhibition and donation and collection of his, her, or their work. One means by which the life of an artwork is controlled is copyright law – that's perhaps the most familiar example. Such law is largely irrelevant in this context, so we'll set it aside for a moment.

The second legal means by which an artwork might be protected is contract. This is simply an agreement between two parties. Within a wide latitude, those parties can embed some set of conditions in the agreement, and the counterparty must observe those conditions or be found in breach of the contract. It bears stating here that, by and large, a contract can exist only between human individuals. This contract is explicitly articulated in the voice of the artwork, which immediately raises a question about the legal validity of the entire text.

The third means is moral rights, which, broadly stated, entitle an artist to prevent distortion, mutilation, or other modification of a work. The scope of these protections varies among jurisdictions in Western Europe and the United States. One important point here is that moral rights typically extend only until the death of the artist, and so they are subject to limitation.

With all of that said, one final comment about the ambivalent critical potentials of contract as a form. On the one hand, a contract establishes a narrow but important formal equality between the parties to the contract. The law recognizes those two parties as in possession of legal rights with respect to the contract. The law recognizes those two parties as capable of making promises to one another and holding one another to the fulfillment of those promises.

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On the other hand, this formal equality is quite bounded. Contract law doesn't typically touch all of the background conditions that would allocate bargaining power between the two parties. And one might also think that a contract is an important mechanism to support some set of property rights that are reifying or appropriative. So, we've gone over a bit of the law, we've talked a bit about contract. With all of that said, why don't we move into a conversation with Yaz.

Yaz, what specific motivations led you to make this work and write this deed that appears in the photograph? Why were you so concerned to attempt to control the circumstances under which your work is owned, exhibited, collected, and so on?

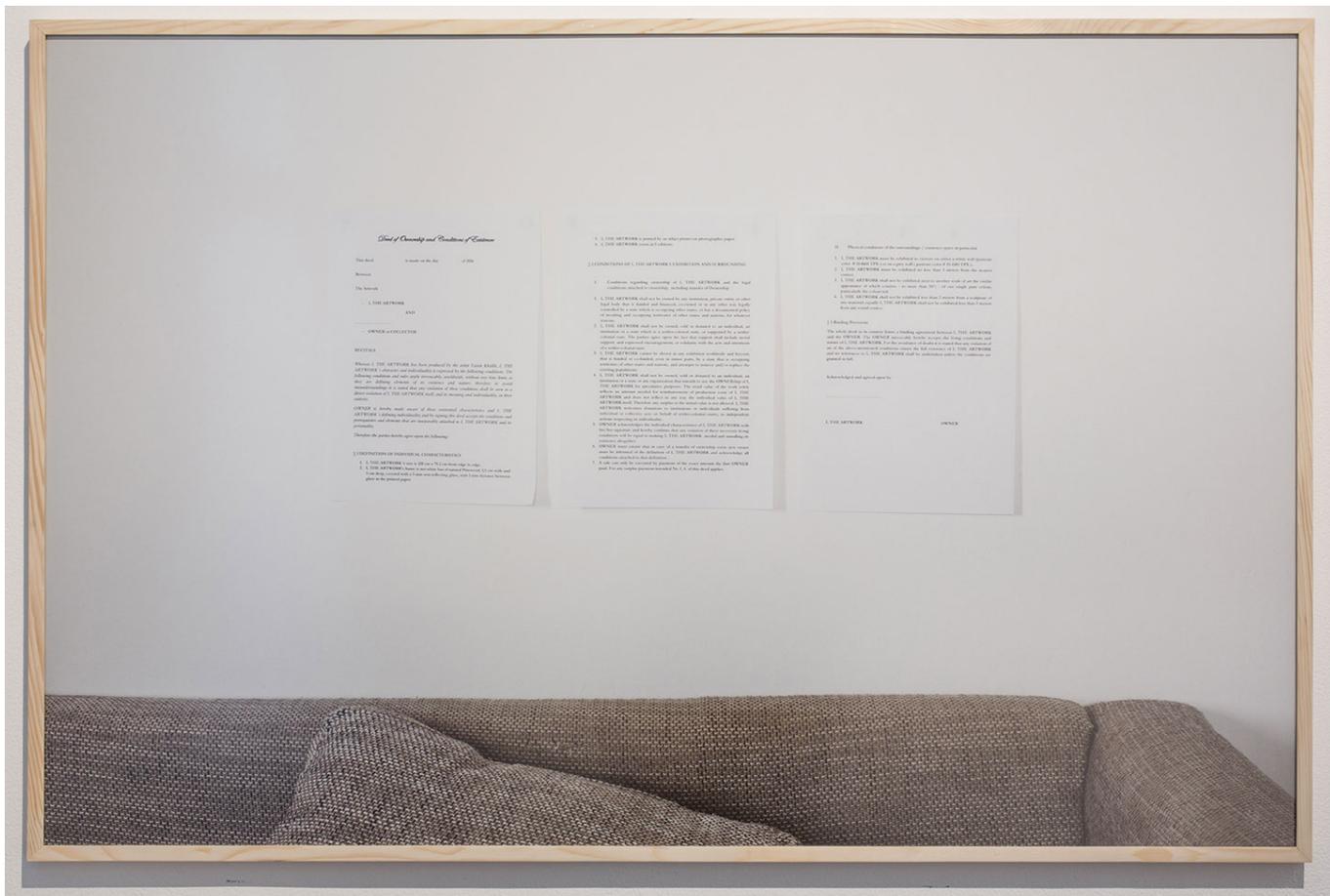
Yazan Khalili: When I began working on *I, The Artwork*, I think it was also at a time when I began working with galleries outside of the Arab world, which were open to a bigger world than Arab collectors. In one case, a collector wanted to collect a work of mine on behalf of an Israeli museum. The work, which explored a theme I might describe as "regarding the pain of oneself" (a play on the title of Susan Sontag's text *Regarding the Pain of Others*), was about how I, as a Palestinian, look at images of atrocities. The request to collect the work led to certain questions: What happens to a political work once it is offered on the market? Can you question that? Can you keep control over that? But also, how can you make sure that your work isn't sold to a collector who ends up donating it to an institution with which you don't agree politically? Once the work is sold, it has a life of its own.

In the end, very much – I would say all – Palestinian work, and work that comes from places of conflict, is deeply embedded in politics. Even if it doesn't speak about politics directly, it is a political work due to the situation in which it is created. Even if it's the most abstract work, I would say, it holds all kinds of political weight. So, my question is: Can the artwork itself boycott the institution? Can the work be taken seriously? Does it need me, the artist, to speak on its behalf, or can it speak in a very clear way itself – in the most didactic way possible? There's this moment when they tell you not to do didactic works, and then you say, maybe it has to be as didactic as possible to question this kind of politics. It comes from the circumstances: the growth of the art market at some point, and my becoming connected to some aspects of this art market. What kind of contract should there be? Should there be a contract at all? Should you play with this contract to produce something with which you can speak to the art market?

DK: That's very helpful context. Generally,

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Yazan Khalili, *I, The Artwork*, 2016. Photographic print 120 x 79.2cm. Installation shot at Lawrie Shabibi gallery, Dubai, 2017. Yazan Khalili, in collaboration with Martin Heller. Commissioned by Riwaq Biennial, with support of Mophradat.

your interest in this question of control grows out of a broad engagement with the art market. Specifically, you are concerned with the case of, for example, a museum or institution in Israel. What might be the important motivations for such an institution to collect and show your work? What value accrues to those institutions and collectors? What ethos is expressed in the decision to show or collect your work? Perhaps we can say a bit more on that.

YK: I would say that in this very intense situation in Palestine, the role that cultural institutions play is very problematic and not very clear. When you speak about BDS [the Boycott, Divestment, and Sanctions movement against Israel], or the boycotting of state-funded cultural institutions in Israel, the boycott is a very essential step to take in the Palestinian context. But then there's always this issue that when Israeli cultural institutions try to somehow take work that speaks against the occupation and the status quo and put it in their exhibition space, it whitewashes the occupation. Whatever your politics, the institutions will still show your work, which somehow banalizes the work. You are speaking against the occupation, but then the occupation itself brings in the work and puts it in its institutions. How do you relate, how do you speak politics through it? How can the artwork continue to speak politics?

Such a situation actually recently happened with five Arab artists – Akram Zaatari, Walid Raad, Bouchra Khalili, Yto Barrada, and Zineb Sedira – at the Mediterranean Biennale in Sakhnin, Israel. The artists' work was brought from the FRAC collection in France to the Mediterranean Biennale without their consent. The work by Akram Zaatari that they wanted to exhibit is about the Israeli bombing of Lebanon in 2006. The Mediterranean Biennale brought this work from a collection in France to show it in Israel, as if the work were speaking about a different context or geography. What happens to the work in these situations? What happens to the work once it's bought by a collection or collector?

DK: Let's talk further about the form of the artwork. We've talked about the substance of the document and the kinds of claims that it's making. And you've shared with us that it was your explicit intention to make the text didactic. Why make a photographic print? Why frame it? Why hang it in this way? Why not leave it merely as a contract printed on paper? Talk to us a bit about those formal decisions, and the way in which they modulate your relationship to the work and what it's expressing in the world.

YK: When I began developing this work, I was working with Tirdad Zolghadr and Dr. Martin Heller – he was the lawyer who wrote the

contract. As you were saying, at the beginning the contract is in the voice of the artwork. The artwork speaks through it. So, in a way, it's an illegal contract, because the artwork is not allowed to speak legally. And therefore it's a contract that cannot be used in a court of law. You cannot defend the contract, simply because it's the artwork that speaks through it. So that's one level. The other level is that this is not the contract. It's a photo of it. It's a photograph of three A4s on a wall, and therefore it's not the contract, it's a representation of the contract. It's a reflection. And this photo becomes in itself an artwork. As an artist who makes image-based works, I didn't want to end up with three pages on a wall. What I wanted to do was actually work with the image of these three pages on a wall. This creates distance from the contract, while at the same time making it an artwork that speaks, that has language. It becomes more didactic than if it were a contract.

DK: I'll share this recollection in the event that it sparks any further reflections. In a conversation before this one, you mentioned that, practically, the fact that this is a print makes it all the more difficult to change the language of the contract. It enforces a certain separateness between you and the work as soon as the work is created. In order to change the text, you would have to edit the text, reprint the photograph, construct a new frame, and so on. From the beginning, then, there is a relationship to the object that is rather different than if the artwork were, say, merely the printouts of the contractual text.

YK: Yes. Taking this photo and saying "this is the photo I'm going to use of the artwork" ended my relationship to it as an artist. At that moment it really became a separate artwork, free from any further intervention on my part. And it's not only a photo on a white wall. I didn't intend that. There is this couch below. The couch also makes it harder to put just any three papers on a wall and take a photo of them. When I took the photo, I didn't intend to create this extra element, except aesthetically. But then it became a definitive element in the photograph. It makes the moment clear. It ends it there. It disconnects me from the work.

DK: It seems like this separateness is an important condition of the strength with which the artwork can speak. The contract as a form serves to focus our attention. Even if it is, in this instance, a legally unenforceable agreement, it is a center of gravity, of attention. The more separate the contract is from you, the more one's attention attaches to the document and its voice. The object qualities of the artwork serve to distinguish, mark off, the contract, such that it is less readily experienced as an extension of you,

the artist. In this sense, it seems that the distinctness of the voice of the artwork depends on the fact of its object-ness.

YK: I agree. The artwork demands that when you look at it, in any exhibition context, you see whether it's fulfilling its exhibition instructions or production instructions or political instructions, or not.

Elizabeth Povinelli: Vivian [Ziherl] described this work to me when we were in Palestine. I think it was the first time I had heard about it, and it is such a rich, political way of thinking about art and colonial resistance. Just hearing you describe the fuller context of it is amazing.

I want to start my input into the dialogue by situating what I understand to be the deep politics behind and within the artwork. Here I'm thinking: How do you make the artwork a person within a contractual logic, and then use that contractual object to extend *personhood* to the artwork, and then use the *form* of the contract against colonial capitalism – and, in the context of Palestine, settler-colonialism?

There's also this expansion of rights beyond the *human*, and not merely into the animal, right? There are attempts at legally making the higher apes persons, in various national contexts and international legal regimes. But there are also

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attempts to recognize Gaia or Mother Earth as having all the rights that we usually assign to the person. There's a new suit underway in the US to declare the Colorado River a person, and here the environmental groups and lawyers are piggybacking on the corporation, and saying: If a corporation can be a person, then why can't a river be a person? In that case the personhood of the river is radically opened. A person is defined in some relation to its skin, and the integrity of its skin. And that gets opened in all sorts of ways, psychic ways. One of the interesting claims about the Colorado River suit is that it doesn't say where the Colorado River is, because in the future the Colorado River will be somewhere it's not, because of climate change. It's just one of many examples asking: How do we use contractual law, human rights law, not merely to play with the extension outside of the human, but to use contractual law, human rights, moral rights, as a political means to work against colonial capitalism, extractive capitalism, racialized extractive capitalism, etc.?

I put all that out there to bring what you are doing, Yazan, into discussion with what Jonathan [Beller] was presenting in his earlier work, which is where the skin scrapes the cheese grater. That's my metaphor when I think about it, it's just



Yazan Khalili, *I, The Artwork*, 2016. Framed photographic print 120 x 79.2cm. Installation shot at Lawrie Shabibi gallery, Dubai, 2017. Yazan Khalili in collaboration with Martin Heller. Commissioned by Riwaq Biennial with support of Mophradat.

very painful and icky – that is, the way in which capital and racialized colonialism is continually readjusting. As Jonathan said, how do we outthink a form of capital value that is counting on us to try to outthink it, because this gives it something it can expand into?

In Bolivia, and also in Australia, a lot of folks have said that attributing human rights to nature – whether intentionally or ironically, whether through some backdoor deal or not – provided a means by which mining could proceed legally. For all of its celebratory good, this was intended to be a means of securing who could alienate that landscape. Yazan, in your case, it was really interesting when you talked about how the artwork is not the contract per se.

One could imagine that the artwork becomes a historical record, an archive, of a mimesis that existed in one time period but no longer does. The contract that is mimetic to the art piece is no longer so. And we see this all the time. People have contracts with museums. People have contracts with universities. They say: I am going to give my art to you. We have the famous case of that big Philadelphia museum [the Barnes Foundation]. [Artists say of their artwork,] I'm going to give it to you in perpetuity. And then over time, people say, well, okay, that was a long time. And so they change the contract. One of the interesting things about Yazan's artwork is that even though it might become a historical record, versus an actual mimetic relation to the contract that exists, it always speaks what it intended to do.

I was hoping that Jonathan could discuss how this might fit into his earlier work on media, and mediatization, and capital, but also then open the conversation more broadly to the way that capital *wants* us to open these new gaps to commoditize. Yazan, how do we think into the future when they've already fucked us over?

Jonathan Beller: Well, there may not be any ultimate victories, but there certainly are wars of maneuver. It's quite possible that the photograph will be copied and displayed in an Israeli museum, or in a colonial state, in order to demonstrate precisely what you're trying to call into question: how liberal these colonial sovereign states are, and how they really are more human than everyone else. That's entirely a possibility, however, the work as I understand it is an attempt to create an image of a contract that moves like an image, but nonetheless contains the semiotic potential of a contract to call into question the ethos of doing just that, and also thematize the aesthetic domain as a space of struggle. And that, I think, is super important because it does foreground and open up a possibility of expression. And maybe we can just beat power one or two cycles in advance.

I was trying to think about a way in which those successes could be more cumulative than they have been in the past. I mean, revolutionary struggles, maybe they've all lost, but they've given us something too, right? The world would be a lot worse if people didn't struggle, that's clear. And, the reason I'm suggesting that we use cryptocurrencies in a different way and create financial tools for activists, radicals, and artists is that it might be possible to accumulate spaces of non-extractive economic cooperation, which could then be extended because they're more convivial. It would be nicer to work in those spaces than to be exploited. And that possibility might not be recuperated in the next cycle of exploitation. Because the difference between representational contracts and what's sometimes called a "smart contract" in the blockchain parlance, is that the smart contract has to execute the way it is written computationally, and it's cryptographically secure, so it really can't do anything other than what it's programmed to do.

Vivian Zihert: Something that I find profound about your work, Yazan, having spent a certain amount of time looking at Palestinian art in doing research for the 2016 "Jerusalem Show," was to realize that what you've produced is a *militant* image. This helps to periodize the systems of governance that are being inhabited. If one thinks of the 1970s in terms of a Palestinian militant image, one thinks of images of weapons and flags: as a representation of militant power regarding a struggle over nationhood. What *I, The Artwork* depicts is the apparently mundane image of a legal contract captured within a domestic setting. And part of what Yazan's work enables is to grasp that: oh, wow, okay, there's been a real transfer in the nature of power, in that the most militant image a Palestinian artist can produce at this point in time is a contract that governs the purchase terms of an image, rather than an oppositional image in itself.

EP: Yazan, the militant statement in the artwork is that the artwork refuses to be incorporated into the settler-capitalist regime. But it seems to me that the power of the work, and I might be wrong, is that it doesn't really care about the actual contract behind it – I mean it does care and it doesn't care.

YK: I guess one thing about this work is that it doesn't have the other contract. It somehow also refuses it. I imagine one of its best scenarios would be that an Israeli museum collects it, or an Australian museum. This would expose a certain kind of contradiction in the institution itself. You could say that it's like I'm trying to think of artworks that are made specifically for Israeli institutions and collectors.

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It has this militant act, but at the same time, it's not a closed work; it's open for interpretation. Does Israel consider itself a settler-colonial state? If not, they can buy the work. But then, as a viewer you will go there and say *oh, really?* It brings up these contradictions, if Israeli institutions buy into the trap.

EP: It does seem for me that the power is in its mimesis – that is, the collapse of the artwork as a person contractually – but also in the deeper trap, which is that when the settler state tries to do a runaround on it, tries to treat the artwork as separate from the contract, then it finds itself with a bomb in its hands.

JB: Well, the contract seems to say that there can't be art in a settler-colonial state. It's a violation of its being, of its integrity as art, and I think that's a very powerful indictment of all art institutions in settler-colonial states. I'd like to know if you would be interested in working with programmable money. I think you could do some amazing art projects with programmable money, which would then accrue to certain spectators but be inaccessible to other spectators, for example. It would allow a kind of collective ownership of the artwork, which would expand as it was disseminated in the way that you wanted it to be disseminated, and could not be disseminated in other ways.

DK: There is a contract – of a sort – inside the work. There might well also be a contract that accompanies the work, perhaps containing identical terms. I agree that the work, as you suggest, is a statement about the difficulty of art existing under a certain set of political, economic, or structural conditions. But we can also detect the fragility of the subjecthood of the work, which has little to do with the larger circumstances.

For example, the artwork declares and then proceeds to define itself: "My size is 120 by 79.2." That condition is more or less certain, if you produce the print. "The artwork's frame is not white but of natural pinewood, 1.5 centimeters wide and 3 centimeters deep, covered with a 3-milimeter non-reflecting glass." I'm sure that not every curator with whom you've worked has in fact hung the work in that way. And then the contract within the artwork sets out other conditions – for example, where the work may be hung in relation to other works. Through the form of a contract, the work defines and asserts itself, but the subjecthood upon which that definition depends is radically contingent on some set of basic physical characteristics, which are hard to secure, even in the most felicitous of exhibition conditions.

EP: I think that's one of the reasons that the Colorado River case popped up when I was thinking through this. What I think is happening

here, both semiologically and in the future genealogically as these other forms of gapping start happening, is a double gapping – and then it's gaps on gaps on gaps, or distantiation – and the thingy-ness of the thing becomes a site of a real political struggle. Where is it? Who is it? What is it? Why is it here versus there? Who – if we're going to say it's there – who is going to put the effort into maintaining its there-ness?

Because you could be a person here, and you're a person there, and I'm a person, but some effort has to be continually sucked from somewhere and put somewhere else to keep it in place, to keep it a "natural" pinewood frame, a body that's somewhat secured, a territory that can resist this occupation or not. And thus it's a political demand that if you want to keep this thing in place, then you have to put the effort in. Rather than simply the gap itself, it's the call to maintain the gap.

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Yazan Khalili, a visual artist, and cultural activist who lives and works in and out of Palestine. He is the artistic director of Khalil Sakakini Cultural Centre.

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