Oleksandr Holiuk *1998 Odesa, Ukraine



CO-OWNERSHIP AGREEMENT

This Co-Ownership Agreement ("Agreement") is concluded in Basel, Switzerland, between the following parties ("Parties"): Xavier Coronel, Yana Dyl, Oleksandr Holiuk, Jorge Morocho

The Parties have contributed to the creation of an artwork titled "Class Portrait I" ("the Artwork") by providing painting materials, as well as unpaid physical, intellectual, or emotional labour. Therefore, they wish to define their rights, responsibilities, and interests in the Artwork.

- 1.1. The Parties agree that they each own an equal share of the Artwork.
- 1.2. The intellectual property rights of the Artwork are regulated by law, and are not object of this Agreement.

2. RIGHTS & RESPONSIBILITIES

- 2.1. All decisions on selling, displaying, or lending the Artwork require the unanimous approval
- ("Approval") of all Parties, provided electronically or through physical signatures.
- 2.2. Any revenue from the Artwork will be shared equally between the Parties.

 2.3. Each Party must inform all other Parties and obtain their Approval for any sale or loan request. as well as inform the other Parties of any changes in the Artwork's storage location or any damage.

3. SELLING OR TRANSFERRING OWNERSHIP

- 3.1. Individual shares cannot be sold independently. The Artwork may only be sold as a whole for a fixed price of CHF 10,000, which equals to the amount a non-EU/EFTA national must have in their bank account, as of the date hereof, to obtain a 6-month Swiss residency permit extension
- 3.2. An individual share may only be donated or inherited. Any transfer, other than by inheritance, is subject to other Parties' Approval and must be documented as an amendment to this

4. PAYMENT HANDLING

An individual Party can handle the monetary transactions related to the sale, use or loan of the Artwork with an obligation to promptly transfer corresponding shares to other Parties.

5. TERMINATION AND WITHDRAWAL

- 5.1. The co-ownership may be terminated by mutual agreement of all Parties, or by sale of the Artwork upon the Approval of all Parties.
- 5.2. Any individual Party may withdraw from this Agreement by transferring their share to the other Parties or a third party. Such a transfer must be documented according to Section 3.2.

6. STORAGE

- 6.1 At least one Party is responsible for storage and handling of the Artwork. In case no individual Party desires to store or handle the Artwork anymore, and if the Artwork has not been sold or lent, the Artwork may be gifted or destroyed with no obligation of mutual Consent.
- 6.2. In case of loss or damage to the Artwork, the Parties agree not to seek monetary compensation from any Party responsible for the damage, and agree to simply forgive.

7. MISCELLANEOUS

- 7.1. Parties agree to the public display of this Agreement.
- 7.2. Any changes to this Agreement must be in writing, and signed by all Parties.
- 7.3. This Agreement shall be governed by Swiss Law under the exclusion of International Private Law.
 7.4. If any provision of the Agreement is found to be invalid, the remaining provisions shall remain
- 7.5. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together form a complete and binding agreement.

SIGNATURES

Date: 2000 24

Yana Dyl

Oleksandr Holiuk Date: 35. 08.29

Jorge Morocho Ibarra Date: Jinge Mooch

Date: My 30.08.24

CO-OWNERSHIP AGREEMENT

This Co-Ownership Agreement ("Agreement") is concluded in Basel, Switzerland, between the following parties ("Parties"): Lena Laguna Diel, Oleksandr Holiuk, and Jorge Morocho Ibarra. The Parties have contributed to the creation of an artwork titled "Class Portrait II"

("the Artwork") by providing painting materials, as well as unpaid physical, intellectual, or emotional labour. Therefore, they wish to define their rights, responsibilities, and interests in the Artwork.

1 OWNERSHIP

- 1.1. The Parties agree that they each own an equal share of the Artwork.
- 1.2. The Parties agree that the Artwork cannot be sold, only lent for a monthly fee equal to a sum
- of each Party's monthly studio rent rate (excluding the provisions set forth in Section 3).

 1.3. The intellectual property rights of the Artwork are regulated by law, and are not object of this

2. RIGHTS & RESPONSIBILITIES

- 2.1. All decisions on displaying or lending the Artwork require the unanimous approval ("Approval") of all Parties, provided electronically or through physical signatures.

 2.2. Any monthly revenue from the loan of the Artwork shall be split according to each Party's
- monthly studio rent rate as follows: Lena Laguna Diel CHF 275, Oleksandr Holiuk CHF 138, Jorge Morocho Ibarra - CHF 160. Should the studio rate change in the future, an amendment to this Agreement must be concluded by all Parties.
- 2.3. Each Party must inform all other Parties and obtain their Approval for any loan request, as well as inform other Parties of any changes in the Artwork's storage location or any damage

3. SELLING OR TRANSFERRING OWNERSHIP

- 3.1. An individual share cannot be sold, only donated or inherited. Notwithstanding the foregoing, should none of the Parties maintain a rented studio anymore, upon Approval of all Parties, the Artwork may be sold as a whole at its market price and the revenue shared equally between the Parties.
- 3.2. Any transfer, other than by inheritance, is subject to other Parties' Approval and must be documented as an amendment to this Agreement.

4 PAYMENT HANDLING

An individual Party can handle the monetary transactions related to the sale, use or loan of the Artwork with an obligation to promptly transfer corresponding shares to other Parties.

5. TERMINATION AND WITHDRAWAL

- 5.1. The co-ownership may be terminated by mutual agreement of all Parties, or by sale of the Artwork upon the Approval of all Parties.
- 5.2. Any individual Party may withdraw from this Agreement by renouncing their share or by transferring such to a third party. Such a transfer must be documented according to Section 3.2.

- 6.1. At least one Party is responsible for storage and handling of the Artwork. In case no individual Party desires to store or handle the Artwork anymore, and if the Artwork has not been sold, the Artwork may be gifted or destroyed with no obligation of mutual Consent.
- 6.2. In case of loss or damage to the Artwork, the Parties agree not to seek monetary compensation from any Party responsible for the damage, and agree to simply forgive.

7. MISCELLANEOUS

- 7.1. Parties agree to the public display of this Agreement.
 7.2. Any changes to this Agreement must be in writing, and signed by all Parties.
- 7.3. This Agreement shall be governed by Swiss Law under the exclusion of International Private Law. 7.4. If any provision of the Agreement is found to be invalid, the remaining provisions shall remain
- 7.5. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together form a complete and binding agreement.

SIGNATURES Lena Caylord And

Date: 30.08.204

Oleksandr Holiuk Date: 30.08.24

Jorge Morocho Ibarra Date: Joge Honds

Class Portrait I/2024

Leftover oil on linen of all non-EU/EFTA resident painters from my class, stretched to the dimensions of Maja Hoffmann's Mansfield St. house entry door, 84x45.6 inches

Class Portrait II/2024

Leftover oil on linen of all painters from my class, whose parents' income is less than average in their country of origin, stretched to the dimensions of Maja Hoffmann's Mansfield St. house entry door, 84x45.6 inches

Terms/2024

Laser-printed signed contracts, 210x297mm each Read

This work was made for and shown at Kunsthaus Baselland during the graduation exhibition of the Institute Art Gender Nature in September 2024.

It features two large paintings, the dimensions of which precisely match the entry door of one of Maja Hoffman's London properties—a heritage house in central London designed in the late 18th century by the Adam brothers, famed British neoclassical architects who built for the emerging bourgeoisie.

The paintings are made using leftover oil paint collected from my classmates. The paint was turned into fine dust and applied to canvas. The dust consists of brightly coloured particles that—when viewed from afar—form a grey monochrome surface.

The paint was collected according to a specific rule: for the first painting, I could only use paint from classmates who are non-EU/EFTA residents; for the second, only from classmates who self-reported as coming from low-income backgrounds.

Both of these groups are virtually barred from participating in Western art education due to strict economic and immigration restrictions. Most European and Swiss art schools end up admitting only those non-EU students who come from wealth.¹²³

The resulting paint material was scarce, as only a few classmates matched these criteria: four non-EU students and two from a low-income household, out of a total of 26 MA students graduating in 2024.

These structural conditions are fundamental to the political message of my work, further elaborated in the contract agreements titled 'Terms'. The resulting paintings are named 'Class Portrait I' and 'Class Portrait II'.

Besides the paintings, two plaques with printed text are placed at a height of 120cm–a wheelchair-accessible height for wall texts. The texts are contract agreements signed between the paint contributors and me, outlining the collective ownership of the paintings, as well as the rules of their market circulation.

'Class Portrait I' can only be sold for 10,000 CHF, the amount required for a single non-EU/EFTA student to extend their legal stay in Switzerland for 6 months beyond graduation day; otherwise, they would have to leave the country immediately.

'Class Portrait II' cannot be sold; it can only be

rented for a sum equivalent to the combined monthly studio rent of the contributing painters (CHF 573/mo).

'Terms' is an attempt at a structural alteration of our fucked up conditions, a DIY parasite worm integrated into the art circulation circuits to offset the absence of the material conditions of possibility. Is it—to borrow from late Marina Vishmidt—an 'infrastructural critique' of a world we hate so much, yet cannot escape.

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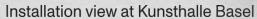
- 1. Vögele, S. (2023). Art.School.Differences: Exclusion through Inclusion. Available at: https://blog.zhdk.ch/artschooldifferences/en/schlussbericht/ (Accessed: 17 December 2024).
- 2. Rothmüller, B. (2010). BewerberInnen-Befragung am Institut für bildende Kunst 2009. Wien.
- 3. Rothmüller, B., Saner, P., Sonderegger, R., and Vögele, S. (2016). Kunst. Kritik. Bildungsgerechtigkeit: Überlegungen zum Feld der Kunstausbildung. Basel: Beltz Juventa, pp. 89–105.

Mom/2023 & Dad/2023

Art school merchandise keychains, US Department for Immigration and Customs Enforcement Lanyards







Tom Senn/2023

Instruction-based work



Martin Puchberger/2023
Instruction-based work

Ein schwarzer Rahmen mit Passepartout, ein blaues Blatt Papier, auf dem eine detaillierte Handlungsanweisung zu lesen ist. Ausgeführt von Martin Puchberger, seit zwanzig Jahren Ausstellungstechniker des Kunstvereins Freiburg.

Der Unterschied zwischen Tatenlosigkeit, die den Menschen, vor allem westlicher Gesellschaften, angesichts offensichtlicher Katastrophen immer wieder vorgeworfen wird, und dem vom Künstler geforderten Nichtstun, liegt in den Umständen, gegen die das Nichts performt wird. Tatenlos zu sein ist oft nicht die Folge einer bewussten Entscheidung, sondern vielmehr der einfachste Weg sich nicht mit etwas auseinanderzusetzen. Das Nichtstun hingegen ist, in der vom Kapitalismus geprägten Leistungsgesellschaft, die den Prinzipien des Höher, Schneller, Weiter folgt und in der jede*r unter ständigem Performancedruck steht, wahrscheinlich überhaupt nur möglich, wenn es Teil der bezahlten Arbeitszeit wird.

Oleksandr Holiuk befragt mit seiner Arbeit institutionelle Abhängigkeiten und regt ebenso an, über die Produktionsbedingungen eines zeitgenössischen Kunstwerks nachzudenken. Ist das vermeintliche Nichtstun doch Teil eines jeden kreativen Schaffensprozesses.

Es sollte zur Normalität gehören, nichts zu tun. Durch die radikale Verweigerung der Kontrolle über künstlerische Entscheidungen sucht die Arbeit im gegenwärtig stark identitätsbasierten Kunstdiskurs nach neuen Wegen, die Individualität der Autorschaft infrage zu stellen und kollektive Spuren aufzudecken. Da mit dem Werk auchdie Arbeit der Menschen sichtbar gemacht wird, die in der Präsentation sonst unsichtbar bleibt. Dennoch behält der Künstler die Kontrolle, schließlich befiehlt er einer anderen Person zu arbeiten bzw. nicht zu arbeiten.

Holiuk ist sich der Gewalt und des Ungleichgewichts der Macht bewusst, die vielen Versuchen einer egalitären Ästhetik innewohnen. Offen bleibt zudem auch die Frage: Martin Puchberger, hat die Stunde am Ende des Tages gefehlt?

From the curatorial text 'Regionale 24. Will I still perform tomorrow?' (in German) by Marilena Raufeisen. Available at: https://www.kunstvereinfreiburg.de/vn/wp-content/uploads/2023/12/Saalzettel_Regionale-24.pdf (Accessed: 17 December 2024).

