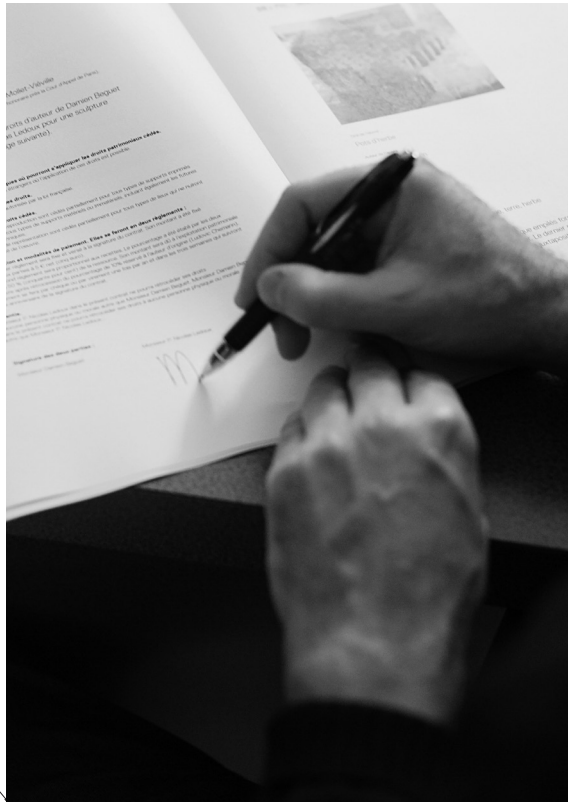


LUDOVIC CHEMARIN ©  
1998 — 2005  
2011 — 2014  
..



## TRANSLATIONS





# **Can an artwork conceal another artwork?**

**Isabelle de Maison Rouge,  
french art historian and art critic**

## **Interview**

**Perrine Lacroix  
& Damien Beguet  
& P. Nicolas Ledoux**

## **Ludovic Chemarin©: a legal project**

**Olivier Moussa,  
intellectual property lawyer**



# Can an artwork conceal another artwork?

**Isabelle de Maison Rouge  
2014**

The AICA award imposes every critic to read a text (see below) in 6 minutes and 40 seconds, showing simultaneously a slideshow of the same duration.

Ludovic Chemarin is an artist who is politically committed in the mindset of his time, who is exhibited in official places of contemporary art, supported by a recognized gallery in Lyon, France. He relatively gains recognition, but without ever breaking the norm... However, in 2005, when he starts to receive more and more solicitations, Ludovic Chemarin decides to end his artistic career. He considers his approach to be incompatible with the art system and the art market, which have become too toxic, too difficult to live with, and impossible for him to follow on both a human and moral level. The ceasing of artistic activity is a relatively frequent phenomenon, but one that is totally hidden, yet still, raises a lot of historical, symbolic, economic and societal questions, while implicating not only the artist who has to stop his activity. Our society doesn't like failure; an artist mustn't find himself in a situation of insolvency. Since 2005, Ludovic Chemarin doesn't produce any works, he doesn't show his work anymore: economically, and in terms of reputation, he isn't an artist anymore, which he openly assumes and claims. On February 22, 2011, Ludovic Chemarin was bought by two artists. Yet the law prohibits the sale of human beings. In the economic system, when a company isn't able to survive the legal redress, a sale of liquidation takes place, and a purchaser pursues the activity under the firm's same name. Is this possible in the art world?

YES IT IS!

And so it happens indeed.

The main difference in comparison with fictional artists is that it's here about the repurchase of a very real "artist-person". The object of the sale is thus all about the essence of copyright, which in France is divided into two parts: on one hand in an imprescriptible and inalienable propriety, protected by moral right — gathering right of disclosure, right of integrity of name and artwork, and the right of withdrawal; and on the other hand in the right of ownership. And so Ludovic Chemarin was sold under a contract signed by the three protagonists, the seller and the two buyers, under the control of the expert and historical figure of conceptual and minimal art, Ghislain Mollet-Viéville.

Following two legal steps, Ludovic Chemarin ceases thus by contract his rights of ownership (both rights of reproduction and representation) of all his artworks. Then, he goes to the INPI (Institut national de la propriété industrielle) to apply for a trademark for his artist's name attached to a ©, which he resells immediately. The buyers become the owners of the immaterial part of the artworks. They own the right of exploitation of what has now become a registered trademark and will be able to use it at will. Through these transfers of rights, Ludovic Chemarin gets a total and permanent dispossession of his past artistic practice, and paradoxically at the same time a reactivation and activation of his work, without him.

The economics and the judicial have invaded all the spheres of life, and thus of art in general, however, in this case, when it's the artistic practices that intervene in the area of trademark, business and market, it's about a critical perspective. Few artists are interested in these questions although they testify to a real change of paradigm: the financialization of the art world. This radical and unprecedented stance becomes real through the legal person that has become Ludovic Chemarin©, at the same time a label, a signature, a logo, artwork & artist, now immortal.

This deconstruction of the figure of the author results in a "genetically modified artist", as the art critic Raphaële Jeune rightly calls it.

But, what about the artworks then?

The ones that had been made under the name Ludovic Chemarin still exist and are exploited under the © in a form of reactivation-modification: by gestures, simple shifting or re-appropriation, by the transformation of documentation into "artwork", by the production of antedated pieces such as preparatory drawings. And the artworks after-2011, so far, they consist of the most interesting and at the same time of the most problematic works: contracts, articles, interviews that form a new corpus of artworks that we can call post-conceptual, but also the production of very plastic and spectacular artworks, derived from the source-artist's position, but that were contextualized and updated.

A voluntarily paradoxical position, always in tension. There is every reason to believe that this project is a fiction, while it's inscribed in a terribly concrete, hard critique, without any concession, that refers to the reality of the artist-trademark, of a drifting art world.

The two artists who have bought and have given life to Ludovic Chemarin© are Damien Beguet and P.Nicolas Ledoux. Together, they render tangible a harsh economical and artistic reality, and they propel the art system into the XXIst Century. Ludovic Chemarin© follows the idea of Duchamp, Broodthaers or also Philippe Thomas, and he dares to enter the game of the art system while questioning its foundation and its use, by examining the value of the artist gesture, his identity as an author, his temporality.

By the radicalism and the consequences of his action, he participates and anticipates his own failure.





# Interview

**Perrine Lacroix  
& Damien Beguet  
& P. Nicolas Ledoux**

Interview made in 2011  
and corrected in 2014

**Perrine Lacroix.**

Together, you have decided to reactivate Ludovic Chemarin's work and to continue his artistic career. How did this singular project come to life?

**Damien Beguet &  
P. Nicolas Ledoux.**

We have known each other for a long time, and have talked a lot about the disappearance of artists, both literally and figuratively, of this confused and unwholesome time that's the end of an oeuvre or an artistic activity. In times of doubt, solitude and financial worries, we also considered to quit. It is a decision that's almost impossible to make, and very difficult to share. Together, we have talked about it, and this made us want to work on this subject. When this happens to an artist, even when it's someone you know well, you rarely know what's really happening — it is never documented nor claimed — perhaps out of the artist's modesty or grief, or out of fear for reality and its consequences in regards to the institutions, the media and the market. Our society doesn't like failure, especially for artists. Only death in art history seems to be acceptable as a potential end for a work. This "natural" end eludes the artist and comes back to the heirs, historians, collectors, to the economy of art. The artistic production is a continuous flow — always headed towards the future, towards innovation, novelty, always in growth logic. Anything that could be able stop this infernal machine is considered

suspicious, dangerous. The artist can't and mustn't know bankruptcy.

**D.B.** For me, in my logic of appropriation of the business model, it was a way to purchase a bankrupt company. In the business sector, this is rather seen as a positive gesture, as it saves an activity, but in the art world, it is much more painful.

**P.N.L.** I am very close to conceptual and appropriationist artists. I am very interested in everything that relates to the oeuvre. There is very little information about the ceasing of artistic activity. So I thought this was very interesting from a historical, symbolic or financial point of view.

**D.B. & P.N.L.** Our approach of art came up against the materiality we wanted give our productions. We wanted to confront the problem of form and production of mainstream artworks, but without losing the radicalism of our positions. "To do art without making art". For example, we already "subcontracted" our respective paintings to professional painters. We needed to go further into the set up of protocols respecting this double paradoxical imperative: to produce without betraying ourselves — go further than the simple theoretic stand that refuses the market system of art. We have imagined several scenarios, written specifications notes, tested situations before coming to the conclusion that we had to pursue the oeuvre of an artist who had consciously

ceased his production — a relatively recognized quality production —, and who would accept — in short — to declare himself sort of "bankrupt", so we could take over his activity. Once this was decided, we have searched and search and searched even further — but without finding anyone. We were facing an impossible casting; the harshness of our project was not compatible with the reality of an artist. Some don't produce anything anymore, and don't show their work anymore, but remain bound to the idea of being an artist — which we accept from a theoretical point of view. But de facto, economically and in terms of reputation, they aren't artists anymore. As today these two criteria are essential for the validation of an artwork — even if we deplore this fact — we had to find an artist who was present and credible at a certain time on the contemporary art scene. And that's how we thought of Ludovic Chemarin.

### **Why did you think of him in particular?**

**D.B.** I knew him for several years and I even had bought an artwork from him. When I learned in 2005 that he had decided to put an end to his career as an artist, I was profoundly moved. As an artist, the mirror effect is violent. But through this radical gesture, he had freed himself from something, and eventually, I understood his decision.

**D.B. & P.N.L.** Ludovic Chemarin was the only artist that we knew

who assumed so fully this ending and who had a work of quality, very plastic: essentially installations, very 90s–2000s, with a political conscience and an interesting form/substance logic materialized in artworks/art objects. It was perfect. His work and his artistic impasse retrospectively reveal the excess of current contemporary art in the art market and in a fundamentally spectacular system.

**P.N.L.** In 2010, with Damien, we met him by chance at the Rennes Biennale. In a few words, we came to an agreement, it was the perfect timing, it was fascinating, very exciting. Ludovic immediately understood the significance of our project.

#### **Was he easily persuaded?**

**D.B. & P.N.L.** Yes, immediately. He has a perspicuous and intelligent vision towards his old life, hard and without any concession, and even more rarely, without any bitterness. Our proposal has definitely arrived at the right time. In fact, we offered him a real end — a form of ceremonial, a burying of his artistic practice — while paradoxically reactivating his oeuvre. We think he was responsive to the fact that we didn't want to manipulate him, and that we respected what he had achieved, and that he had the courage to stop. What he also appreciated was the fact that we projected his work into the context of an experimental and current approach.

**P.N.L.** I had read that Bernar Venet had deposited a series of drawings and studies of works to be produced after his death, so he would ensure the actuality of his work and at the same time secure a source of income for his foundation — a foundation that is supposed to valorize his past and future work... That's a very disturbing idea. How arrogant of him to believe that in 10, 20, 50, 100 years from now, there will still be interest for his works. I think that he is totally wrong and that he should consider assigning his name over to contemporary sculptors who would succeed each other over time and pursue his work. It would be up to the foundation to choose them well. It's kind of in this perspective that we work with Ludovic Chemarin. On a different note, for example, the fashion houses don't ask themselves that many questions and work with one designer and artistic director (a function that is overused by advertising, but that is perfectly adapted to the professionalization of the contemporary cultural industry). We had thus a solid line of argument.

#### **Did he assign all his artworks over to you?**

**D.B. & P.N.L.** Yes, and he sold us everything that was assignable, such as his ownership right and his name. Therefore, we have studied very seriously the juridical point of view and consulted lawyers in order to fall perfectly within the scope of the French Law. We think it is essential that we are reliable in

this conceptual project. We have worked together for a long time in order to improve the project before making a clear proposal to Ludovic Chemarin. We have proposed him to assign his property rights (both rights of reproduction and representation) of all his artworks. We don't own his works from a material point of view, only the immaterial aspect.

**D.B.** I signed with him 26 assignment contracts (one for each artwork). And I immediately signed with Nicolas 26 other assignment contracts to sell him half of the rights I then owned. The logic was that I would buy an artist at the end of his activity.

**P.N.L.** And so, I purchased from Damien the right to exploit Ludovic Chemarin®. Damien is more into an entrepreneurial logic and I am more into a fictional approach that questions what makes an artwork become an oeuvre.

**D.B. & P.N.L.** But in order to exploit Ludovic Chemarin's work, we needed his name. So we asked him to register his name at l'Institut national pour la Propriété industrielle — INPI (the National Institute for Industrial Property) as a trademark: Ludovic Chemarin®. Then, we asked him to sign a trademark assignment contract so we would become the owners of Ludovic Chemarin®. Ludovic has accepted all these conditions and assumes these completely.

**Can you describe the protocol that you put into place for the signing of the contracts?**

**D.B. & P.N.L.** We wanted to organize the signing solemnly and asked the "art agent" Ghislain Mollet-Viéville to host it. We had previously contacted him to ask his opinion about the project. He knows and appreciates our artistic practice. GMV is an important figure in France for being amongst the first to defend minimal and conceptual art, but also for being very close to artists we also feel very close to, such as Philippe Thomas and Gilles Mahé, who he helped developing their art. He is also an advisor and honorary expert at the Paris Court of Appeal. He was the man for the job: a benevolent guarantor and a friend. On February 22, 2011, we have thus signed with Ludovic Chemarin all the assignment contracts in presence of the following witnesses: Ghislain Mollet-Viéville as advisor, Caroline Cros as Curator for Heritage, direction of Fine Art; the collector Jacques Salomon, and you Perrine.

**Concretely, what are you allowed to do with these works?**

**D.B. & P.N.L.** Everything, but with the agreement of Ludovic Chemarin on what he has produced, as he still owns the moral rights of his work. On the other hand, we are free to do whatever we want under the name Ludovic Chemarin®.

**Under which form will you continue his creation?**

**D.B. & P.N.L.** The idea is to continue his work and to exploit this artist that we have purchased in a conceptual but also in an artistic process, the same way artists such as Xavier Veilhan or Daniel Firman work, by designing art pieces. We like to intervene on two opposing artistic levels and to play with these contradicting, yet attracting ideas — mixing conceptual radicalism and artistic design; criticize the market dimension of art, while working inside the system. We fully assume extending the ideas of artists such as Phillippe Thomas, Yoon Ja & Paul Devautour, Philippe Parreno and Pierre Huyghe and their activations of AnnLee, for example.

**Under which criteria will you decide to sign your artworks under the name Ludovic Chemarin© rather than under your own name?**

**D.B. & P.N.L.** Ludovic Chemarin©'s artworks will be signed Ludovic Chemarin© and we will continue individually our respective works.

**D.B.** For me, this is a branch of the parent company Damien Beguet microclimate. I am a 50% shareholder of Ludovic Chemarin© that is supposed to function independently and in constant relationship with P.Nicolas Ledoux who owns the other part of the shares.

**P.N.L.** This project is part of a larger creation process that I have been putting into place for about ten years and that gathers a whole series of works, more or less visible, that I have been creating alone or in collaboration with other artists — Damien Beguet of course, but also Pierre Belouïn or the collective Ultralab TM of which I am part of. Ludovic Chemarin© is an artist to be invented, an artwork to be imagined, a fiction to be written — another P.Nicolas Ledoux, fiction of Nicolas Ledoux.

**This exhibition consists of the work of three artists, and yet it is here a “solo show”. How do you share the tasks of this triangular artistic business?**

**D.B. & P.N.L.** Ludovic Chemarin doesn't intervene anymore in Ludovic Chemarin©'s work, but it's always possible that we call on him if we want to! Otherwise, we work like two associates who validate together any important decision. Each one uses the other one's specific competences, knowledge, and network.

**P.N.L.** For example, Damien sees more to the juridical framework that he knows very well, I take care of communication. He gives the lectures, I write the texts. We are very complementary and we know each other well enough to be demanding and critical against each other.

**As far as the artistic and legal ownership is inalienable, can Ludovic Chemarin turn against any use, for example, that disturbs him?**

**D.B. & P.N.L.** We play on the ambiguity and the limits of the legal framework. That is also what makes this work interesting. We exhibit works by Ludovic Chemarin by revising their display mode (augmented presentations) under the name Ludovic Chemarin©. At the same time, we create new artworks in his works continuity. It's a way of avoiding the work's inalienability and playing the role of the "manager", openly taking over the role of an "exploiter" or "profiteer", which is not common at all in the art world — often hypocritically and politically very correct towards this type of subject. Of course, this raises both moral and ideological questions. If we face problems with Ludovic Chemarin, it will be part of our approach. He has the right to rescind, but then he will have to indemnify us for the suffered damage. Why not sue us; this could lead to a good case law!

**If Ludovic Chemarin decides to resume his artistic activity, will he be able to do so under his own name?**

**D.B. & P.N.L.** Totally, but not under the name Ludovic Chemarin©. It would be a very interesting situation — a sort of competition between his work and ours. The public would then be confronted to a work that comes from one same source. Also, when collectives split up, the individual is often less interesting than the group he comes from. Art history proves it with a lot of violence. It is difficult for some members to

survive *Présence Panchounette*, *I.F.P...* But here the situation is different, the rivalry wouldn't happen in the same temporality, or on the same territories. On the other hand, we could imagine that Ludovic Chemarin joins Ludovic Chemarin© and becomes an active shareholder.

**It is a genuine company that you engage here with this first exhibition, which only has sense if it continues, have you already considered what next?**

**D.B. & P.N.L.** You are absolutely right, it is a project that must, and will be pursued. Little by little, our artist will differ more and more from his original clone. The exhibition at BF15 is just a starting point; it will propose Ludovic's artworks with a few novelties. In the future, we will have less and less pieces that he has created. We want to develop artworks that we qualify as "intermediary", for example documents, studies of drawings made by Ludovic Chemarin© about Ludovic Chemarin's works. We also like the idea of revising works that he has imagined, placing these in the current artistic situation and infiltrating the reality of the market and trends, in order to expose its mechanisms and limits.

**Where will the Ludovic Chemarin© project lead you?**

**D.B. & P.N.L.** We started presenting this project since we signed the contracts, and we are very pleasantly surprised by the enthusiasm it generates, and not only from an initiated audience.

It touches a taboo subject — of the “death” of the oeuvre, of artistic suicide (not in the sense of committing suicide in an artistic manner, but to have its artistic practice commit suicide). This rattles the art world as it is surely very criticized and discussed, but mostly very, yet better, too much respected. Our culture is full of examples and eroticized icons (Picasso, Jeff Koons, Matthew Barney...). We are being sold a form of eternity in art, because of speculation and a notion of mandatory increasing value. I think we are pressing right where it hurts when we address on one hand the question of the disappearance, the weakening, or even the obliteration of the Oeuvre and the artist, but on the other hand the question of its potential reactivation by someone else. We also feel a form of empathy and affection for Ludovic Chemarin’s creation that we now would like to live, artistically, as long as possible. Maybe as a reaction against the excessive, often only commercial exploitation of the work by deceased artists, using their image, or what’s left of it, to sell cars or chocolate. We question the disputable reality of the original signature, which in the framework of almost Hollywood productions doesn’t mean anything anymore. We are very far away from the signed blank pages Dalí left us before his death. We question here the value of the artist’s gesture, his integration in history and economy.

**It’s good news for Ludovic Chemarin’s collectors. From now on, will their purchases be the artworks by Ludovic Chemarin and/or by Damien Beguet and P.Nicolas Ledoux?**

**D.B. & P.N.L.** These will be artworks by Ludovic Chemarin and they will be worth much more. You are right, it is good news for them, and they should buy Ludovic Chemarin’s work in order to have the value of their already purchased works increase. But it is not up to us to teach them their craft; they already do it very well.

**Does your proposal echo the artists’ current questioning on intellectual property of their works, facing the legal or illegal download on the Internet, and facing globalization?**

**D.B. & P.N.L.** It is true that it echoes the dematerialization of art, but to be honest, these are questions that go back to the sixties with Fluxus and conceptual art. We are their heirs (the heritage being of course immaterial). We have come to a point of an overload of artworks and the constant question is: why make one more? As we produce works, we are complicit in this pollution, but we create them for different reasons. Maybe to reduce their number in time... Or at least the artists’ number! The debate continues.

**How do you place yourselves towards your own work? Would you feel able to receive such a proposal?**

**P.N.L.** If I should stop, yes totally,  
I would love the idea.  
And perhaps this project is a  
way of anticipating my own end.

**D.B.** My work is not for sale,  
I feel a too profound attachment  
to be able to part from it,  
but little by little, and if it pays  
well, why not.

**D.B. & P.N.L.** We could absolutely  
sell Ludovic Chemarin© to an  
anonymous society of rich and  
clever artists, so they could  
continue his career and we could  
continue living quietly our life on  
the east coast, in a luxurious  
well-kept villa, where all the  
images of the exterior world  
would be prohibited and where  
we could paint beautiful sunsets.







# Ludovic Chemarin©: a legal project

**Olivier Moussa**

A legal project: that is how Ludovic Chemarin© can be seen by an observer. Beyond his initial artistic nature, it must be noted, indeed, that this project is based on legal mechanisms that the authors use in a new way — echoing the saying that law is art («Jus est ars aequi et boni»). The reader already knows the Ludovic Chemarin©, so it suffices to remind that for the two authors, Damien Beguet and P. Nicolas Ledoux, the project is about purchasing an artist, Ludovic Chemarin, who has ceased activity as an artist. This process applies directly the mechanisms of the business world onto the art world, highlighting thereby how the one invades the other. The Ludovic Chemarin© project is part of collective insolvency proceedings: it's about re-purchasing an artist who is put out of business artistically, like one could buy the assets of a liquidated firm, after it has filed for suspension of payments. The immediate legal obstacles of such an undertaking are double. As the human being is not for sale, the artist himself could not be purchased; but that is not the essence of the project: it's not Ludovic Chemarin as a person who interests the buyers, but his artistic activity, his auctorality — in other words, the right to call himself the author of his past

works and to produce new artworks under his name. It wasn't possible either to conclude with Ludovic Chemarin a contract stating that he would reserve *ad vitam æternam* the exclusivity of his services for the two co-contractors: lifelong contracts are illicit in French Law and open-ended contracts may be terminated anytime as long as there is a prior notice. The authors have ingeniously avoided these two pitfalls, by conceiving the idea to purchase Ludovic Chemarin's copyright on these works, by purchasing the trademark "Ludovic Chemarin©". These are two elements that should be explored successively.

## **1. Sale of copyright on Ludovic Chemarin's artworks**

As Ludovic Chemarin is the owner of the copyright on all his artworks, the easiest part of the project consisted in buying these rights from him. In a classical approach, in order to analyze this sale, we should determine its scope (1.1) as well as its limits (1.2).

### **1.1. The scope of the sale**

The mechanism designed by Damien Beguet and P. Nicolas Ledoux works in a double way.

**1.1.1.** In a first series of contracts, Ludovic Chemarin has assigned to Damien Beguet his representation and reproduction rights on each of his artworks. Even unfamiliar observer can only be struck by the graphic quality of these contracts. From the composition of the page, through the distribution of the text, image and blank

spaces, to the choice of the lettering style, every detail gives these documents an own esthetical value; evidently, these are contracts made by artists, and not by lawyers. In fact, a lawyer will notice their vocabulary, which is almost common, instead of the specific legal language. He is also struck by the simplicity and the shortness of these contracts, contradicting the formalist reputation of copyright contracts. Fundamentally, each assignment contract contains various elements used to identify the artwork of which the rights are assigned (the name of the author, the title of the work, a brief description, including display instructions, as well as a photographic reproduction.) The assignment is as broad as possible: it's applicable in the whole world and for the legal duration of the copyright, stipulating in whatever form and via all known and to date unknown media: it's a standard clause. As for the price, it consists of a mix (a lump sum payment, paid upon signing the contract) of 10€, and a royalty of 10% of the gains resulting from the exploitation of the transferred rights. The first series of these contracts, signed in 2011, about 26 artworks, finally mentions that the signing happened in the presence of four witnesses, who have countersigned each section; a second series of contracts, signed in 2014, about 46 other artworks, was signed in the presence of five witnesses. This formalism, which isn't necessary in a strictly legal point

of view, solemnized the signing ceremonies and the contracts themselves.

**1.1.2.** In a second series of contracts, Damien Beguet afterwards transferred to Nicolas Ledoux half of his rights.

We notice that the contracts are concluded with P.Nicolas Ledoux, the "fictional and artistic double" of Nicolas Ledoux, and not with Nicolas Ledoux himself, a physical person, capable (in a legal sense) to contract. But this particularity doesn't bring any doubt on the validity of the sale. The two artists, who define themselves as associates in the Ludovic Chemarin© project, thus became undivided co-owners of these copyright. The same way the use of the term "associates" (which refers to the notion of business) instead of "co-authors", this notion of co-ownership refers itself to mechanisms that are more familiar for the practitioner of civil law and business law than for an artist. The proportion of the "partial" sale of rights is not specified as such, but results from the intention of both parties, and is materialized through price stipulations. The price is here again a flat-rate amount of 5€, and a proportional amount, of 50% of all the gains resulting from the exploitation of the rights on the artworks, minus the 10% proportionate share that has to be paid to Ludovic Chemarin, in concordance with the first series of contracts. And lastly, a so-called clause of guarantee is specified, organizing a preferential right regarding the transfer of each

co-owner's share of rights: Damien Beguet commits to selling his rights only to P. Nicolas Ledoux, and vice-versa. In its principle, this clause is standard for rights of intellectual propriety (copyright but also for patents and brands for example), as well as for other assets, such as stocks or shares, when the concerning parties are linked by an *intuitu personae*. However, it is original in terms of editing: usually, we only provide a simple preference right, conferring a procurement priority to the other co-owner or associate; here the mechanism limits it to a form of inalienability, as the co-owners prohibit each other to sell to a third party. This restriction could perhaps be overcome by an agreement by both parties, but one can wonder if Ludovic Chemarin couldn't be opposed to it, arguing that this stipulation was one of the determining conditions of the sale made with Damien Beguet.

## **1.2. The limits of the sale**

The main obstacle of the Ludovic Chemarin© project is the inalienability of the moral rights of the author.

**1.2.1.** The moral right is here mostly the author's right of integrity, in regards to his name and his quality. French Law prohibits its sale, primarily for the sake of the author's protection. That's why contracts signed by Ludovic Chemarin can only be silent on this matter, at the risk of incurring the nullity of the clause in question. The Ludovic Chemarin© project only works thanks to Ludovic

Chemarin, who accepts tacitly to let Damien Beguet and P. Nicolas Ledoux call themselves the authors of his works. In these conditions, one can consider that Ludovic Chemarin is an active and permanent participant of the Ludovic Chemarin© project, despite the essence of the project itself, that's is supposed to exclude him of it, and despite Ludovic Chemarin's initial intention of ceasing every artistic activity. However, this participation remains purely artistic: it is not legally sufficient to call Ludovic Chemarin a co-author of the project, as he doesn't leave any mark of his own personality. On the other hand, we could imagine that Ludovic Chemarin one day decides to make of his own renunciation process a distinct and active artistic project.

**1.2.2.** Another moral right that Ludovic Chemarin also necessarily keeps, is the right to respect for his artworks — a legal limit that finds a contractual echo in the framework of the representation right, which is only sold "for all types of places that won't harm the integrity of the work". It is probably the physical integrity that is intended in this stipulation, and not his artistic integrity, nor its destination, as it is understood between the parties of the contract (but outside the contract) that a part of the project precisely consists for Damien Beguet and P. Nicolas Ledoux to ensure ownership of the works in question, and therefore that they may transform them. Every display

instruction is expressly ignored: it has been agreed that there isn't any form of presentation or place that should be respected. Finally, we observe that, amongst the patrimonial rights of the author, the right of adaptation wasn't sold. This shows another limit of the project, and reflects perhaps the fears that Ludovic Chemarin might have when committing to this project, in which he turned over his works to the co-authors of the project.

## **2. The registration and sale of the trademark Ludovic Chemarin©**

It wasn't enough for Damien Beguet and P. Nicolas Ledoux to purchase from Ludovic Chemarin his rights on his works. They also had to be able to exploit his name — for the already purchased works as for the new productions, made without his contribution, in order for the imposture to be total. As the purchase of his patronymic name was impossible (the name is inalienable), they imagined asking Ludovic Chemarin to register his name as a trademark, and then to acquire this trademark. Here again, in order to appreciate the underlying mechanism, we have to observe its scope (2.1) and its limits (2.2).

### **2.1. The scope of the sale**

**2.1.1.** At the request of the co-authors of the project, Ludovic Chemarin has first registered the French trademark Ludovic Chemarin©. The lawyer notes with surprise the use of the symbol © (copyright), instead of TM (trademark) or ® (Registered trademark), which

would have been more pertinent in the framework of a trademark. Even more, a specialist in trademark law wouldn't have included such symbols in the registration, because they have a low distinctive value and are usually only juxtaposed to the trademark itself. May we remind also that these symbols don't have any legal value in France, and only in other states (for example in the Common Law). The choice of this copyright symbol can be explained in order to embrace the notion of "copy", even of "copy right". This trademark has been registered for the artworks — the complete list of reserved products would be tedious, but any amateur of Prévert's work will love to consult it. Let's also note that the domain name [www.ludovic-chemarin.com](http://www.ludovic-chemarin.com) has been registered as well by Damien Beguet.

**2.1.2.** Subsequently, Ludovic Chemarin has sold Damien Beguet and P. Nicolas Ledoux the trademark that he had just registered, allowing them now to produce and commercialize exclusively the art objects under the trademark in question. A trademark registration by the two men who have been exposed to an application of invalidity by Ludovic Chemarin, who would have been able to invoke an infringement of his name; the choice of this mechanism (registration by Ludovic Chemarin and then sale) has allowed them to secure the operation. The assignment contract itself has been written in the same vein as the

assignment contracts of the copyright. Amongst the stipulation, the lawyer will notice, with a smile, that the buyers accept the sale "at their own risk". We also note that it is agreed that the two buyers own equal shares, that they consent to each other the right of preference on the sale of their rights on this trademark, and finally, as a rule of joint ownership, they have agreed that any work presented under the trademark Ludovic Chemarin® may only be disclosed with the agreement of both co-owners — stipulations that could have found a place in a separate contract, concluded only between Damien Beguet and P. Nicolas Ledoux. For the rest, this contract doesn't call for any particular observation.

## **2.2. The limits of the sale**

The first limit to the efficiency of the operation results from the fact that the registered trademark is a French trademark, which is therefore, only valid in France. In regards to trademark law, a third party outside of France, could freely produce and sell artworks under the trademark Ludovic Chemarin (with or without a ©), without the consent of the interested parties. Furthermore, by selling the trademark Ludovic Chemarin®, Ludovic Chemarin only prevented himself from producing and commercializing the products he registered under this trademark. He didn't stop himself of returning to an artistic activity, which he can resume without the consent of Damien Beguet and P. Nicolas Ledoux, including under his own name.

He remains free to use his name as a trade name or a sign, or even as a legal name for a business, that he could create and control? A formal engagement not to work as an artist would have been questionable and in any case it would have been subject to the limitations referred to in the introduction as well as to the rules of non-compete clauses. Here again, Ludovic Chemarin® works thanks to the gentlemen's agreement concluded between the interested parties. If it is already a success, this project is very far from having revealed its whole complexity. Amongst the potential developments, a company legally named Ludovic Chemarin® could be created, the birth of a juridical person could be the counterpart of the disappearance of an artistic personality. We can also imagine the signing of contracts, not about the rights of intellectual property, but about the personality rights, in order to improve the dispossession of Ludovic Chemarin by Ludovic Chemarin® and to allow for example the exploitation of his image. No doubt that the inventiveness of Damien Beguet and P. Nicolas Ledoux will still reserve some nice surprises for the lawyer!



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