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Despina Zacharopoulou

To cite this article: Despina Zacharopoulou (2023) Contracts as Protocols of Governmentality in Performance Art, Performance Research, 28:2, 70-79, DOI: [10.1080/13528165.2023.2260705](https://doi.org/10.1080/13528165.2023.2260705)

To link to this article: <https://doi.org/10.1080/13528165.2023.2260705>



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Published online: 19 Dec 2023.



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# Contracts as Protocols of Governmentality in Performance Art

DESPINA ZACHAROPOULOU

Meet *verb* /mi:t/

to see and talk to someone for the first time  
to come together with someone intentionally  
to come together with someone without intending to  
to fulfil, satisfy, or achieve  
to pay  
to wait at a place for someone or something to arrive  
to touch or join something  
to experience something (Cambridge Dictionary online)

## INTRODUCTION

This essay raises questions regarding meeting protocols as a form of art practice. Drawing on recent examples from my performance works, I initiate a discussion about how contracts in performance art might operate as protocols of governmentality, offering morphogenetic structures towards other ways of 'meeting with'.

## GOVERNMENTALITY

Governmentality is used here to indicate a set of mechanisms that initiate morphogenetic processes for the emergence and distribution of new singularities in performance art. 'Governmentality' is a term invented by Michel Foucault in the context of his engagement with the problem of the 'government of self and others', which marked a decisive moment of passage in his thought, from 'the analytics of power to the ethics of the subject', since governmentality designates all those 'regulatory apparatuses (*dispositives*)' that exercise power via protocols of economy and circulation, to engender new subjectivities (Foucault 2007: 370). Similarly, the use of the term 'governmentality' in performance art not only displaces the focus from ideas of total control

over one's actions during a live work to those of the distribution of potential events, but it also reveals the ethical and ontological implications carried along with such a displacement, towards a new hermeneutics of the subject under terms such as those of flux, intensity and contingency in performance practice and research methods.

## MORPHOGENESIS

Morphogenesis is employed in the present essay to designate that the performances presented, though neither scripted nor predetermined as such, carry with them a certain kind of sensuous logic of structural disposition or tendency that organizes disparities of potential events. In so doing, the contract used in each case functions as an apparatus for engendering morphogenetic structures through the establishment of protocols of governmentality.

The term 'morphogenesis' was initially used by A. M. Turing to describe biological systems that fall out of equilibrium and continue evolving in a chaotic manner, through developing their own logic of growth according to patterns emerging with the arrow of time (1952: 37–73). The crucial element of the concept of morphogenesis is the argument that the spectrum of potential structures engendered during morphogenetic processes is already present as a set of possibilities within the genetic information carried by the participating cells, with the realization of any particular structural formation dependent upon the complex processes that ultimately take place.

A better understanding of how protocols of governmentality might engender morphogenetic structures that allow for the emergence of potential events is provided by the example of diagrammatical music notation. Here, the score, instead of acting through direct correspondence

between score and sound, functions as a diagram that sets the boundaries within which spectra of different tonalities and temporalities can be performed. Therefore, the final acoustic result played by a musician cannot be predicted by the score, but *only* exists at the time of its performance.

For example, in Morton Feldman's *Projection 1* (1950), the score, instead of using traditional music notation, is organized in the form of a diagram, placing spectral areas of tonality and temporality across two axes. Areas of equal width are distributed along a horizontal axis, each of which corresponds to a time unit with a value defined by the musician performing the composition. Respectively, along a vertical axis, the distributed areas of equal amplitude correspond to tonal spectra, with their lower and upper limits set by the musician playing the work. Therefore, there are, essentially, infinite ways in which one could perform *Projection 1* (1950), while always following the protocols defined by the score's diagrammatical structure.

Likewise, contracts used in the live works presented in this essay do not constitute a model that calls for imitation, illustration or translation in a one-to-one relationship. On the contrary, contracts in the performances at stake function as apparatuses for the distribution of possibilities for the emergence of potential events; they are morphogenetic structures that generate forms as the work *happens* in the here and now. This approach reveals an overlap between contracts as protocols of governmentality and diagrams – or graphs – in painting, according to the Deleuzian use of the term. Deleuze identifies the diagram with the idea of the virtual, as *a structure not yet actualized*:

The diagram is thus the operative set of asignifying and non representative lines and zones, line-strokes and color-patches. And the operation of the diagram, its function, says Bacon, is to be 'suggestive.' Or, more rigorously, to use language similar to Wittgenstein's, it is to introduce 'possibilities of fact.' (Deleuze 2017: 70)

According to Deleuze, Francis Bacon used line or colour marks on the canvas as suggestive gestures for the figure to emerge through catastrophe. This process of mark-making was

not completely random, in the way that Hans Arp, Duchamp or other Dadaists would produce some of their works out of pure chance. Here, there was a certain kind of manipulation of the marks produced by the artist, to gradually distribute areas of different 'possibilities of fact'. Likewise, written contracts in the live works presented here operate as diagrams, in the sense that they resist representational schemas by offering a structure not yet actualized, but defined by the protocols they introduce.

#### THE USE OF CONTRACTS IN PERFORMANCE ART

Even though the idea of the contract has appeared as an artistic strategy in a range of performance works since the 1970s, the character of the practice-led research explored here engages different issues than those raised in earlier live art paradigms. One could argue that 1970s performance artists often adopted contractual methods of negotiating their meeting with an audience – either verbally or in writing – in order to make visible the hierarchical contractual relationships that were increasingly prevalent in everyday life at the time, and in some cases 'they were moved to create metaphors for a type of negotiation – *contractual* negotiation – that might bring balance to the war-induced instability they were experiencing' (O'Dell 1998: 75). Borrowing their vocabulary and intentional character from bureaucratic and legislative systems, the use of contracts within performance art in this period operated through a range of agendas, including making explicit moral commitments towards an audience, public statements of intent, ontological frameworks or sets of instructions for audiences to follow.

In any case, whatever form a contract might adopt within a live performance – for example, signed declaration, public statement, signed document by all parties involved or verbal announcement – what makes it a 'contract' is the fact that it establishes a certain kind of pact or communal commitment for all the parties involved within the spatiotemporal and ontological conditions of a specific live work. The flexibility, the porosity or the rigidity

of a contract as defined by its instructional, suggestive or morphogenetic character are some of the characteristics discussed here, to reveal further nuances and possibilities regarding the use of this methodological tool in performance art.

For example, in the works of Tehching Hsieh, a contract in the form of a signed personal written statement was published before each of his five one-year performances that took place in the 1980s, always adopting the following structure (Heathfield and Hsieh 2015):

1. Date.
2. 'STATEMENT.'
3. 'I, Sam Hsieh plan to do a one-year performance piece.'
4. Brief description of the action.
5. The exact date and time of the start and the end of the performance.
6. Artist's name and signature.
7. Contact details (telephone/gallery address).

Hsieh's contracts, though lacking any legal application, signified the artist's commitment and declaration of consistency with the instructions he prescribed for himself at the outset of each project. Communicating these documents to the press through the gallery that represented him, Hsieh, in addition to advertising his upcoming projects, sought to give validity and value to his performances, stressing the importance of a performance artist taking responsibility for the consistent execution of their work. In Hsieh's case, the contract functioned not only as an explicit commitment on behalf of the artist but also as a sort of advertisement, creating a sense of mystery and expectation for the public. The fact that Hsieh's works remained partially or wholly inaccessible during their execution could be said to further multiply these expectations. In addition, after the completion of each performance, its corresponding contract functioned as tangible proof of the work and its successful conclusion, forming part of the documentation presented in exhibitions and publications that followed.

Another example of the use of contracts in performance art is Marina Abramović's *Rhythm O* (1974). Here we have the case of a contract in the form of a written announcement or

declaration, through which the performer invites the audience to choose any of the seventy-two objects placed on a table and use it on her body at will:

#### R H Y T H M O

##### I n s t r u c t i o n s .

There are 72 objects on the table that one can use on me as desired.

##### P e r f o r m a n c e .

I am the object.

During this period I take full responsibility.

Duration: 6 hours (8 pm – 2 am)

1974

Studio Morra, Naples. (Abramović with Kaplan 2016: 68)

The text written by Abramović was placed on a table along with the other objects. As can be deduced from the text itself, here the role of the contract was twofold. On the one hand, in its first part, entitled 'Instructions', the text provided guidelines for the audience's actions while meeting with the performer. According to the instructions given, the gallery visitors were allowed to use on the performer's body any of the items lying on a table inside the gallery space: feather, whip, knife, polaroid camera, gun, lipstick and so on. On the other hand, in the second part of Abramović's announcement, entitled 'Performance', the artist expressed both an ontological judgment by identifying herself through the sentence: 'I am the object', and a moral judgement through the phrase: 'During this period I take full responsibility'. The ontological aspect of the text resides in the artist's decision to adopt in advance a certain kind of subjectivity within the work – that of the object – thus sustaining binary essentialist categories, for example, the dichotomy of subject and object. Through this choice, Abramović not only ontologically framed her performance but also limited her meeting with the audience to a passive–active, uni-directional schema, thus restricting the performance's potential outcomes. Here, the contract determined the role of both the artist and the audience from the very outset of the live work, carrying along with it all the implications that such harsh distinctions within the philosophical tradition of dialectics might entail: already existing and

separate entities, meaning fixed from the outset, demarcation of roles, without the possibility of deviation (Golding, 2021). As far as the ethical perspective of the contract governing *Rhythm O* is concerned, by claiming full responsibility for all actions exercised on her body, the artist raised questions regarding the ethical principles according to which the performer's meeting with the audience could be established. The contract, here, served as a practical tool governing the thickness and the porosity of boundaries between consent and violence, making explicit the unspoken but equally 'contractual' norms that regulate social dynamics. For example, one of the ethical limits applied to any relationship or action taking place among the citizens of a lawful state is the safeguarding of freedom and equality of its members. This limit was set out in the eighteenth century in works such as Rousseau's *The Social Contract* (1762), according to which people would be able to establish a political body once every human being agreed to lose their 'natural' freedom for the community's benefit, thus acquiring a different kind of freedom: a political one. Through consensus on the terms of the social contract for the protection of freedom and equality, people would then establish the state's laws according to the general will, which should always secure the common good (Rousseau 1780–9). The fact that in *Rhythm O* Abramović took full responsibility for any action performed upon her body – even those that brought her into danger and questioned the idea of the 'common good' – highlighted the issue of civil legitimacy within performance art, after raising questions as to whether the force of juridical law could be applied within the realm of art, and whether this application should be compatible with the work's artistic protocols. In addition, questions revolving around whether there could be any ethical or legal boundaries – and what could these be – concerning the use of the performer's body by the audience, were raised.

#### CONTRACTS AS PROTOCOLS OF GOVERNMENTALITY IN PERFORMANCE ART

In the performance works analysed below,

the use of contracts, instead of mimicking or critically exposing the power dynamics existing within everyday hierarchical relations, has a completely different goal; it is primarily concerned with the invention of morphogenetic structures governing the thickness and the porosity of boundaries within the ways that people come to meet – and therefore intra-act – with one another, without pre-determining any final outcomes:

The neologism 'intra-action' signifies the mutual constitution of entangled agencies. That is, in contrast to the usual 'interaction,' which assumes that there are separate individual agencies that precede their interaction, the notion of intra-action recognizes that distinct agencies do not precede, but rather emerge through, their intra-action. It is important to note that the 'distinct' agencies are only distinct in a relational, not absolute, sense, that is *agencies are only distinct in relation to their mutual entanglement; they don't exist as individual elements.* (Barad 2007: 33)

The use of contracts in these performances aims at establishing a set of meeting protocols that generate and distribute intensities within each work, through the organization of areas of possibilities for the emergence of potential events. To put it otherwise: in historical performances, contracts sustain a hierarchy of given roles – and thus subjectivities – based on given distributions of power. In the live works discussed below, contracts do not assign specific roles or tasks to the parties involved; they set instead an organizational structure – which is nonetheless fluid and mutable – that allows potential events to take place. And it is within this shifting topography of events that subjectivities emerge through the ways that bodies affect and are affected by other bodies (via touch, through the gaze and so on), generating and distributing intensities within each work.

This essay outlines a new onto-epistemological move that seeks to foster contingency and fluidity, as opposed to the 'dogmatic image of thought' that seems to inform the contractual dimensions of the work of performance artists during the 1970s. In *Difference and Repetition* (2004 [1968]), Deleuze described how philosophy and the process of thinking as such, are always already



<sup>1</sup> The use of the symbol ‘\*’ before and after a possessive or personal pronoun in the description of the performances at stake is borrowed from writing protocols within the BDSM (Bondage and Discipline, Domination and Submission, Sadism and Masochism) lifestyle (always used by slaves), to indicate a non-possessive relationship to one’s body, an exit from egocentrism and individualism, and the non-exchangeable value of one’s body. For the same reasons, the use of the third person they/them is also preferred instead of first-person pronouns.

■ Despina Zacharopoulou, *The most precious non-object*, six-hour long durational performance, ME/YOU YOU/ME, Gallery Sensei, London, 2016. Photo F. Kertudo. © Despina Zacharopoulou

presupposed. According to Deleuze, there is a dogmatic – otherwise called ‘orthodox’ or ‘moral’ – image of thought, dictating the principles upon which thinking is grounded. These presuppositions are those of common sense or natural good sense (*cogitatio natura universalis*), taking for granted the idea of an already ever existing Nature and Truth that people are invited to uncover through rational thinking and the tools of *logos*, to generate meaning (171–221). For Deleuze, the problem with the supremacy of the dialectical method in Western thought resides in its uncritical application, initially used for the logical veridiction of sentences, as the only and most reliable tool for engendering meaning across all spheres of knowledge:

*Dialectics* is precisely this science of incorporeal events as they are expressed in propositions, and of the connections between events as they are expressed in relations between propositions. Dialectics is indeed, the art of *conjugation*... (Deleuze 2015: 8–9)

Given that events, though inexpressible by default, always offer the possibility of being communicable to a certain extent, via language, Deleuze argues that the necessary route for the optimum communication of events via linguistic signs ought to be that of sense – ‘the expressed of the proposition’ (Deleuze 2015: 13–19). Sense – and, consequently, the event – ought to be independent of a proposition’s denotation, manifestation and signification, since sense is always already paradoxical, moving in opposing directions at the same time. The problem with dialectics, as located by Deleuze, is, therefore, the positing of sense within the third dimension of propositions – that of signification – thus mistaking the relation between sense and non-sense as that between true and false, whereas each case is of an entirely different nature (70).

Consequently, some of the ways that 1970s performance artists represented the dogmatic image of thought, would include, among others: the use of symbolism and psychoanalysis as a ground, the presupposition of the artist as a unified self with a given subjectivity who enters the public sphere as an agent for change, the artist’s body signified as a harsh limit and enclosed site where everything is played out during the performance.

## SHIFTING MECHANISMS

*The most precious non-object* (2016) was a six-hour long durational performance that took place at Sensei Gallery in London (Zacharopoulou, 2016). Upon entering the gallery, each visitor saw \*my\* naked body placed on a wooden crate, and read a written contract mounted on the wall, inviting the audience to put on a pair of latex gloves and apply honey and glitter to \*my\* body, from containers situated next to the crate.<sup>1</sup>

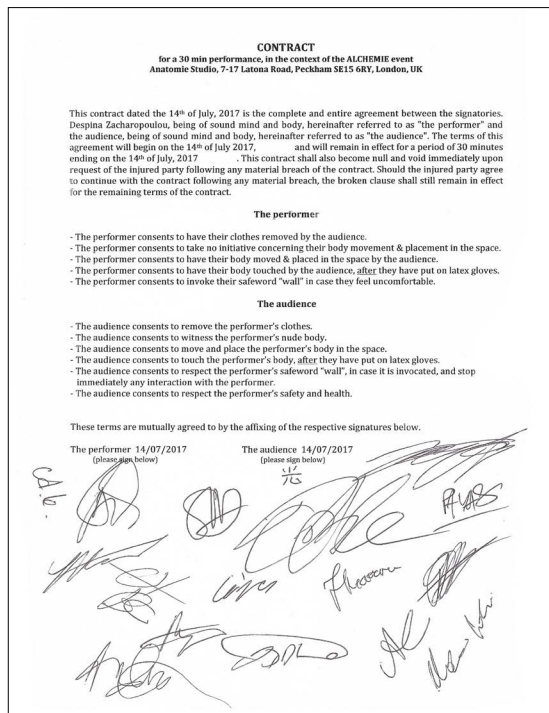


In this description, it seems that *The most precious non-object* follows a lineage of performances where the audience is invited to use the performer’s body in a certain way, as stated by a written or verbal contract (for example, Marina Abramović’s *Rhythm O* (1974) and Yoko Ono’s *Cut Piece* (1964)). However, there is a significant difference between those historical performances where the artists adopted an immobile, neutral position, with their gaze fixed towards an infinite field of vision throughout the duration of the work. In *The most precious non-object*, the performer’s relationality and power dynamics with the audience were in constant flux, due to the shifting body postures and the multiple functions of the gaze that the artist employed. The placement of the crate, almost in the centre of the space, allowed the audience to move around the performer, to gaze at and approach them from all sides. Once the artist was lying or sitting on the wooden box, the audience had to lower their gaze in order to include the performer in their field of vision. Spectators wishing to apply honey and glitter to the artist’s body had to either bend over or kneel in front of the crate. Depending on the choice made, different power games took place:

kneeling would seem as though approaching with care and attention, whereas standing just above the crate and bending over created a sense of imposition and control. If the artist chose to stand on the crate, the power dynamics within the work automatically shifted; the performer would then stand on a level almost half a metre higher than that of the gallery floor, transmuting the wooden box into a kind of stage, with their body prominent and fully exposed, strong and fragile at the same time. From this position, the performer would then have total supervision of the gallery visitors' movements in space. The fact that the artist would be forced to lower their gaze whenever they wanted to include the audience in their field of vision or exchange gazes with them, combined with the fact that elements of the performer's body (for example, chest and face) would be inaccessible to others, due to the difference in height, would impose a kind of limit on attempts to approach or touch them. All these nuances created a pulsating game of attraction and repulsion between the performer and the audience, that resisted fixed binary ontological positions for all parties involved.

#### BDSM CONTRACTS

In *Matter* (2017), the audience-performer meeting protocols were set by a written contract read aloud by another person at the outset of the performance (Zacharopoulou, 2017). The contract was read upon \*me\* entering the space, and while the audience was already there. After the text was read, \*I\* had to sign the contract before taking up a position on a wooden crate. The contract stated that the performer gave their consent for the audience to touch them, undress them and/or move their body in the space, as they (the audience) pleased. Throughout the performance, should any of the spectators wish to touch the performer, they had to sign the contract (thus giving their explicit consent in writing) and wear latex gloves. By the end of the performance, the contract included, in addition to the performer's own signature, the signatures of all those spectators who decided to touch the performer.



■ Despina Zacharopoulou, *Contract (Matter)*, 2017, ball pen on printed paper, 210 x 297 mm. © Despina Zacharopoulou

As in the case of *The most precious non-object*, in *Matter*, the contract functioned as the main mechanism governing the thickness and the porosity of boundaries within the performer's meeting with the audience. What was at stake in both performances was not to compile a list of instructions that would specify *exactly* what would happen during each work – as is the case of a scenario or a script – but to establish a series of protocols that would govern areas of lesser or greater probability for the emergence of potential events.

In *Matter*, the structure of the contract was based on a BDSM contract sample found on the Internet (Seattleclouds). This choice was not accidental but related to the way contracts operate within the BDSM community, and more specifically within Master=slave (M=) relationships.<sup>2</sup> BDSM contracts offer good examples for indicating how contracts might serve as protocols of governmentality, rather than as legal mechanisms.<sup>3</sup> Another parameter to which BDSM contracts might contribute is the understanding of the importance of signing a written mutual agreement (however, BDSM contracts can also take verbal form). A BDSM contract is not binding or identical for

<sup>2</sup> In the existing literature, a Master and slave relationship is written as: M/s. In the present text the symbol '/' changes to '=', to indicate a 'meeting with' that manages to be sustained only through its repetitive renewal, rather than through the adoption of certain roles or fixed identities.

<sup>3</sup> In BDSM, contracts may be used for various reasons and for different timeframes: from a sadomasochistic scene to an M= relationship. 'Contract: A written document which spells out the terms of an S/M relationship. Often it will have a time limit. Someone who is "under contract" belongs to a particular top' (Califa 1993: 135).

all M $\rightleftharpoons$ s relationships but can take other forms as well, such as that of a personal declaration of availability, written and signed by the slave only. The form of the contract does not constitute a list of commands, rules or instructions that will indicate specific acts, but a series of protocols that would govern the thickness and the porosity of boundaries of a meeting of this sort, without pre-determining it. It is understood that such contracts have no legal force; after all, the reason for their existence and their signing is primarily related to the ethical commitment of the signatories. The slave submits to being bound into a relationship where power exchange is determined by the continuing consensual availability of the slave's body to be fully owned and used by The Master.

As for The Master's commitment through the contract, it only requires Them *to Be A Master*, meaning that The Master Has no obligations whatsoever, other than Their commitment to Guide and Govern the relationship.<sup>4</sup> The means of implementation, the necessary tools, methods and actions that are required, are to be determined by The Master only and are not the same for every M $\rightleftharpoons$ s relationship. Like all the performances presented in this text, meeting within an M $\rightleftharpoons$ s protocol cannot be described via its individual components or segments. What is at stake, instead, is the establishment of a contract that marks the primary conditions and protocols of the encounter, which contains the morphogenetic structures for its unfolding. It should also be noted that the drafting and signing of a BDSM contract is not a prerequisite for establishing an M $\rightleftharpoons$ s relationship, nor does it necessarily ensure the successful course of this relationship in the long run. The use of a BDSM contract serves more as an ethical seal for the contracting parties and is clearly related to the aesthetic tastes of The Master and the way They Choose to incorporate rituals and protocols into Their governance of the relationship (for example, use of collars, specific physical postures and verbal protocols to be performed by the slave, or daily rituals).

Following from the above, the present text rethinks the role of contracts within meeting procedures as a form of art practice by understanding them through the lens of

an M $\rightleftharpoons$ s relationality as configured within the BDSM contract, which is not to dictate any final outcomes, but to offer a morphogenetic structure that governs the distribution of forces exercised among bodies, and thus suggests other ways of 'meeting with'. This means that while, on the one hand, there is the freedom to meet with bodies in ways that cannot be precisely predicted, on the other hand, this 'meeting with' is not an amorphous soup of possibility, but has a certain kind of heterogeneous topography, a sensuous logic that would define areas of lesser or greater probability for the emergence of potential events.

#### CONSENT

In *Matter*, the contract, in addition to being both a mechanism for governing the performer's meeting with the audience and a physical residue of the project, also constituted a signed declaration of consent and responsibility by all the parties involved. Consequently, by the end of the performance, the signatures included in the final contract not only testified to the exact number of people who had physically met with the performer but also brought to light the singularity of each one of them, through their unique signature.

This last observation shows how the use of contracts in performance art might redefine the notion of the public or audience. In most cases, the public attending an art event stands for an almost metaphysical entity having the role of an observer, legitimizing the artwork precisely through this very function of observing. This relates to the similar role of the observer within a scientific experiment who, while remaining anonymous and interchangeable, confirms the validity of the process. Contrariwise, in *Matter* – as well as in the other performances discussed here – the public ceases to be an anonymous mass and no longer serves the role of a passive observer; the singularity of each spectator becomes a component of the work through their meeting with the performer. In this sense, all audience members in their singularity constitute a thick and heterogeneous materiality, mutating and co-shaping the live work. A potential direction for the continuation of this practice-led research would be to reflect

<sup>4</sup> The use of capital letters at the beginning of articles, verbs and pronouns referring to The Master is made in accordance with BDSM writing protocols and indicates the non-symmetrical character of such relationships.



upon new terminologies that could be used to describe more accurately the entangled agencies partaking in these kinds of contractual encounters in performance art, as described in the examples mentioned here.<sup>5</sup>

#### TOWARDS OTHER WAYS OF 'MEETING WITH'

*Protreptic* (2018) was a three-week long durational performance commissioned by the Marina Abramović Institute and the 1st Bangkok Art Biennale, that took place in Bangkok's Art and Culture Centre (Zacharopoulou, 2018). Here, the written contract functioned as a necessary precondition for the audience to enter the performance space, regardless of whether each visitor ultimately chose to touch the performer or not. Each member of the audience was asked to sign a copy of the contract before entering the performance space – already signed by the performer – thus consenting to its terms.



By the end of the three weeks, the total number of signed contracts (approximately 6,000) ultimately constituted part of the project's material residues – along with approximately 12,000 used latex gloves – that were then exhibited for a month in the performance space after the live work was over (2018–19), and at the Dyson Gallery of the Royal College of Art in London (2019 and 2021).

Unlike the written contracts used in the performances described above, the contract for *Protreptic* also included, apart from the protocols governing the audience's meeting with the performer, legal issues, such as clauses

relating to intellectual copyright and the use of personal data. In *Protreptic*, a significant conceptual and ontological shift took place in the evolution of this series of works; the contract, in addition to being a mechanism for distributing areas of possibilities for the emergence of potential events within the work, also served as a mechanism with a potential for the exercise of legal power. What led to this mutation of the contract's terms and conditions was my need as an artist to acquire explicit consent to be able to use images and personal data of the audience for future post-performance publications and exhibitions of the project. Apart from legally protecting the work, the decision to use this contract format also aimed at offering each visitor *the choice* to enter the work or not, after knowing in advance and consenting to the potential risks and consequences that such a decision would entail.

The performance protocol of *Protreptic*, as with the contracts used in previous works,



<sup>5</sup> A similar problematizing may be found in Herbert Blau's book *The Audience* (see Quinn 1992: 414).

■ Figure 3, left. Despina Zacharopoulou, *Protreptic*, 168-hour (three-week) long durational performance, commissioned by the Marina Abramović Institute and the 1st Bangkok Art Biennale (BAB): Beyond Bliss, Bangkok Art and Culture Centre, Bangkok, 2018. Photo BAB team. © Despina Zacharopoulou

■ Figure 4, right. Despina Zacharopoulou, *Remainders #02* (From the *Protreptic Series*), installation, dimensions variable, Dyson Gallery, Royal College of Art (RCA), London, 2019. Photo Despina Zacharopoulou. © Despina Zacharopoulou

did not indicate the exact ways in which the audience was allowed to touch the performer. The range of choices made by participants in the face of this condition was remarkable: doing nothing at all, witnessing what was happening in front of them without interfering and using the performer's body in ways that could be characterized as caring, protective, healing, generous, intimate, mocking, inappropriate, intrusive, overly familiar or even harassing. The question therefore arises: is there an ethical limit to the performer–audience meeting?

## BEING USEFUL

This essay has explored recent examples of my performance practice in which contracts are used to establish protocols of governmentality for the initiation of morphogenetic processes that allow for the emergence of potential events within an audience's meeting with the performer. The methodology outlined not only questions existing contractual strategies used throughout the history of performance art, where dialectical methods for the production of meaning and subjectivities are sustained, but also aims at pointing towards other ways of meeting with others via new ethical structures. If one dismisses the universalism and morality that governs existing procedures of 'meeting with', are there any ethical 'groundless grounds' (Braver 2014) that would allow relationalities without hierarchies?

If the performer's role in the live works discussed above is not to enact, illustrate or produce something but is essentially to be disposed to be affected by – and affect – other bodies, while being used by them, then a working hypothesis to the question raised might revolve around ideas of care; with care rethought of as the *maintenance of one's ability to be useful*. Sustaining one's ability to be useful would then entail significant ethical and ontological consequences, on the grounds that 'use appears as *the relation to an inappropriable*' (Agamben 2016: 81). Given that use is always already use-of-oneself (54), then Foucault's claim that the idea of ethics coincides 'first of all with a "relationship with oneself"' (101) shows how relating to something inappropriable might generate new subjectivities and new ethical structures.

In order to grasp how securing a body's inappropriability through use is linked to new processes and ethics of subjectivation, one would have to revisit Pierre Klossowski's *Lois de l'Hospitalité* (Laws of Hospitality) (1965). In Klossowski's literary trilogy, the work *Roberte ce soir* (Roberte this evening) presents Octave inviting his guests to make use of his wife's (Roberte's) body in any way they please. As analysed by Deleuze (2015: 292–339) Roberte's successive uses by unknown men are done

'to assure the loss of personal identity and to dissolve the self' (294). In so doing, Roberte, instead of a unified self, is then allowed to navigate through all her possible selves (through her occasional encounters with other bodies), and thus experience selfhood as a multiplicity occupied by differences in intensity. Consequently, this abolition of a given identity and dissolution of a unified self cannot but oppose to all the ethical institutional structures (God, essentialism, universalism and so forth) that sustain such categories through hierarchies (for example, the idea of the organism), and call for the necessity of a new ethics without morality.

In conclusion, relating to oneself and others via processes of use, cannot be grounded on ideas of possession or exchangeability, but is instead sustained through the safeguarding of a fundamental repetition of bodies affecting other bodies as a constitutive element for living one's life as pure becoming. Therefore, what the performances described above indicate is both the ability to shapeshift across fluid subjectivities emerging via processes of use *and* the possibility of a potential social contract for a new ethical life based on ideas of care, towards other ways of 'meeting with'.

This text is based on *Spatium Monstrorum: Performance-as-surface*, the author's practice-led PhD thesis in Philosophy and Fine Art (Performance) at the Royal College of Art in London, supervised by Professor Johnny Golding (primary) and Professor Nigel Rolfe (2015–19), and supported by the Onassis Foundation Scholarship for Research Studies (Scholarship ID: F ZL 027-1/2015-2016).  
d.zacharopoulou@rca.ac.uk

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