CONTRAGIOUS



PO BOX 789, LONDON SE11 5SX, ENGLAND

CONTENTS:

Introduction

Contagious - what its for

Contagious - how it works

Contagious - distribution

A draft constitution

A draft contract for people distributing tapes

A draft technical specification

Contagious - tapes released by December 1984

This pamphlet marks the end of the first phase of Contagious Tapes, in which it was an experimental pilot project which arose, in an entirely unplanned way, from the community arts work that Mediumwave was engaged in. This pilot project has now been completed, and we have established a clear set of criteria for Contagious, and a form of organisation which we believe will enable it to carry out its activities successfully.

In January 1985 Contagious will be formally established as an association using the constitution described below. It will lease the equipment which it uses from Mediumwave, at a nominal rate, and it will be financially self-supporting. At the point when it is established as an association it will be legally and practically independent of Mediumwave, although we shall be individual members.

We outline below the reasons for establishing Contagious, and the ways in which we hope that it will work. One of its most important aspects for us will be its ability to stand as a living model of one method of organising cultural production and distribution, and we intend to campaign for the recognition of this model by political bodies, funding agencies and cultural activists.

We intend to convince funding agencies that this model provides an efficient way of distributing resources while decentralising, and rendering more democratic, the control of those resources. We intend to convince other groups of musicians, poets or whatever, to use this model as the basis for grant applications. We intend to undertake whatever work is necessary to lay the ground for the establishment of a national network of associations and cooperatives such as Contagious. We intend to hold a conference in May 1985 to discuss these and other issues.

Hania Janiurek, Owen Kelly, Kevin Nessling.

December 1984.

In 'The State In Capitalist Society' Ralph Miliband argues that 'the agencies of communication and notably the mass media are, in reality, and the expression of dissident views not withstanding, a crucial element in the legitimation of capitalist society. Freedom of expression is not thereby rendered meaningless. But that freedom has to be set in the real economic and political context of these societies; and in that context the free expression of ideas and opinions mainly means the free expression of ideas and opinions which are helpful to the prevailing system of power and privilege.'

We believe that this is not merely the result of the agencies of communication being in the control of one group of people rather than in the control of another group, although this fact is not without important consequences. Rather the agencies of communication have been so structured that their very organisation reflects, and serves to legitimise, the prevailing system of power and privilege.

This occurs in three separate but connected ways. Firstly the agencies of communication draw from, and reflect, a particular consensus view of society which is presented as a 'natural' common-sense view; an arena within which different opinions are possible but about which there can only be one rational view. This view, which is directly descended from the prevailing ideology of colonial imperialism, states flatly that cultural values fall naturally into a hierarchy; a Great Tradition in which the rare and beautiful flowers in the garden need constant nourishment to protect them from the mass of predatory weeds. This serves to legitimise the activities and pleasures of one class at the expense of the activities and pleasures of other classes, while obscuring the fact that this process is occurring.

Secondly, the roles of producer and consumer have been separated as far as possible. This has occurred through the separate marketing of 'professional' and 'amateur' equipment in all the areas of leisure, including the arts, and the parallel development of separate forms of criticism and discussion for the 'professional' and 'amateur' arts. Amateurs do not get their plays or films reviewed nor their work taken seriously. Instead they are encouraged to imitate what is happening in the professional arts, to reproduce the effects of professionalised art without the necessary resources. This process serves to underwrite the idea that there is indeed a natural hierarchy of values, of creativity and of importance, and that this hierarchy originates in the unfettered minds of a few divinely inspired geniuses.

Thirdly the agencies of communication have been developed in such a way that they all have prohibitively high entry costs. It is simply not possible for most people to release a record, publish a book or start a newspaper, or at least it is not possible for them to do it in a way which is recognisably 'professional'. By 'professional' we are not referring to the quality of a work, but to the appearance it exhibits, the places to which it is able to gain access and the consensus of seriousness and respect which it is able to attract.

High entry costs have been achieved by a mixture of direct and indirect licensing and regulation, and by the propogation of the idea that state-of-the-art technology is a value in its own right. Thus the television companies have created the notion of a 'broadcasting standard' for material which they transmit which effectively limits those who can submit material for broadcasting, and enables this limitation of access to be discussed as an unfortunate, but value-free. technological flaw in the system. Similarly, the recording industry has insisted on the benefits of ever newer technology even though these benefits are not necessarily apparent on the kind of audio equipment which the great majority of people own. It thus rejects as substandard, outmoded and (except for rare and particular uses) 'unprofessional' the kind of equipment, such as Portastudios, which is capable of recording music to at the least the same standards as the equipment available to Buddy Holly, while continuing for reasons of profit to issue Buddy Holly's recordings.

We believe that the structure of the agencies of communication is profoundly anti-democratic and anti-socialist, and would remain so no matter which party, which class, or which professional group, was in nominal control. Not merely the messages that these agencies currently transmit (which as Ralph Milibrand has correctly pointed out, favour the prevailing system of power and privilege), but also their structures, and the assumptions which underpin their structures, must be challenged. Contagious is an attempt to establish one specific mode of organisation for producing and distributing music, which we believe can act as a model for challenging the structures of the agencies of communication. The extent to which it can succeed in that challenge depends on the extent to which this model is taken up and developed. Of one thing we are certain: Contagious will only work as a part of a growing network. It will achieve nothing if it remains an interesting aberration.

Contagious is an association which exists for the purpose of allowing its members to produce and distribute music which they have created, and to help create the circumstances in which that music can have an active role in the sustenance and development of a decentralised, locally centred culture. It is controlled by its members, who pay an annual subscription and elect an executive committee to carry out the association's policy between general meetings. It is self-financing in that it receives no revenue grants and has neither asked for, nor received, any 'long term commitments' from any funding agencies, whether they are art-based or employment-based. It has no paid workers but relies instead on its members to share the administration and maintenance cooperatively, or to delegate coordinating tasks to the executive committee.

The association's recording activities are based around a TEAC Portastudio, which is a four-track recording desk with built in mixer which uses high quality cassettes running at twice the normal speed. This is supplemented by a variety of effects and a selection of electronic instruments, which are all detailed (and priced) in the technical specifications below. The equipment that Contagious uses has a total value of less than £2,600, which means that it is possible for its members to record at their leisure, for it is a form of music-making with a very low entry cost. (An association such as this, with twenty members, has a maximum entry cost of £130 per member plus modest ongoing costs.)

Contagious is not an open access project, but has chosen to deliberately limit its membership to approximately twenty. We believe that this is about the maximum number of members who can gain access to the equipment ment on the kind of unrestricted, regular basis that the association exists to provide. We believe that this is a more useful path to pursue than the always doomed attempt to provide comprehensive open access facilities for an unlimited amount of people. For example. Sheffield have been contemplating building a 'community 24 track recording studio' which, it is estimated, will cost £750,000 approx. It will also contain large revenue implications. It will, furthermore. create a new, scarce resource called 'community recording time' which groups will fight over, and which will, from time to time, be prioritised in order to prevent disadvantaged groups being further disadvantaged. The same amount of money would provide in the region of 300 associations like Contagious, each able to give up to twenty members as much recording time as they wanted each month. These members may be individuals, or they may be bands. In other words, up to 6,000

bands could be given unlimited recording time for the price of the capital costs of one state-of-the-art community recording studio. There probably aren't 6,000 bands in Sheffield, but there are certainly more bands than there will be 'community studio time'.

The point of Contagious, then, is not to try to encourage many more people to use the association, but to encourage many more people to band together into similar associations. To this end we are beginning to campaign to get the model accepted by funding agencies as a particular cultural package serving the aims of the community arts movement, in order that other groups can apply for single one off capital grants to enable them to start similar associations.

We wish funding bodies to recognise this package and to recognise the need for starting grants to enable as many people as possible to establish this pattern of activity. We wish to bring into being a federated network of such associations concerned not just with the production of music, but with its distribution and reception.

There is almost no point in producing material which will not be heard by anybody. Production without distribution is futile. Contagious plans a three tier system of distribution.

The first tier is local. Within the areas of Lambeth, Wandsworth and north Southwark we aim to make Contagious a feature of the cultural landscape. To this end we shall conduct a regular flyposting campaign, we shall organise gigs connected with the tapes we produce, and we shall encourage local shops, venues, libraries and market stalls to stock the range of tapes. Over a small geographical area we intend to penetrate to a deep level. Our concern at this stage is not to persuade thousands of people to buy the tapes, but rather to get a popular acceptance, within a strictly bounded area, that they are as 'real', as 'professional' as anything else, that they are a legitimate part of local culture.

The second tier is national. Here we are concerned to persuade the music press to take the idea of Contagious seriously, to review the tapes, or to publicise their release. We are not interested in making pop stars by this means, but rather in publicising the means by which the tapes are produced and distributed. This is part of the ideological campaign which we must undertake if the project is not to be written off as an interesting cul-de-sac.

The third tier is the construction of a federated, national network of practitioners and interested consumers which stands with one foot outside the marketplace. There are already a number of similar projects in various stages of development, some of which (like the Sunderland Music Cooperative) are funded in one way or another, and some of which (like Fuck Off Tapes) are not. There is some swapping of tapes, and a lot of postal sales, through this route. There is not yet, however, the kind of network which would enable information, news and music to reach the people who were interested in it, and which could provide the public front to interest other people in it.

We are currently working on a detailed outlined for the Tape Away Network, which we see as a way of achieving such a federation of interests. This network might employ a small number of people, and might offer ancilliary facilities such as high-speed tape duplication or cassette cover layout and printing; facilities which each member association might want to use to infrequently to justify the expense of individual ownership. Tape Away might also provide the kind of collective campaign which would be outside the scope of individual associations; a campaign to persuade working people that this kind of

cultural production and distribution is viable, entertaining and available for their use.

This campaign will be the subject of another discussion, as part of our preliminary work in organising a planned Tape Away conference in May 1985.

OVERLEAF:

What follows is a complete list of the formal arrangements which form the basis of Contagious, including its constitution (which was adapted from the constitution of the Camden Play Centres Association), its agreement or contract with individual artists and the technical specifications and price details of the equipment it uses.

What is missing is the details of the tape duplicating facilities that Contagious uses. We have left these out for a number of reasons, primary among which is our belief that duplicating facilities could best be shared between a number of such associations, and may be better provided for as part of a federated distribution network. It would be an extraodinary association indeed that needed to duplicate 10 tapes an hour twenty four hours a day seven days a week, and if it did need to do this then the duplicating equipment would almost certainly pay for itself in weeks.

- 1. The name of the Association shall be CONTAGIOUS, hereinafter called 'the Association'.
- 2. AIMS AND OBJECTIVES.
- a. To enable its members to record their own music, and to release it in the form of C15 or C60 cassettes.
- b. To purchase, rent or lease such equipment as may be necessary for the aims of the Association, and such premises as may be necessary to house the equipment and activities of the Association.
- c. To release and distribute cassettes produced by its members, and other cassettes which the Association may from time to time decide to release.
- d. To promote Contagious tapes locally, and within various local communities, and to join with other similar associations to form a network to promote and distribute them more widely.
- e. To organise live performances by members of the Association.
- f. To promote the ideas behind the Association, especially as they relate to collective production and cultural democracy.
- g. To campaign for the establishment of other similar associations, within other communities and localities, and to prepare such model constitutions, contracts, agreements and technical specifications as may be necessary for this purpose.
- 3. MEMBERSHIP.
- a. Membership shall be open to all over the age of 16 years, regardless of gender, race or nationality.
- b. All applications for membership shall be approved by a quorate meeting of the Association's Executive Committee.
- c. An upper limit may from time to time be placed on the size of the membership by the Executive Committee.
- 4. SUBSCRIPTIONS.
- a. All members shall pay such subscriptions as the Association may from time to time decide.
- b. Affiliated membership shall be open to local people, and interested associations and voluntary organisations for a fee to be determined by the Association.

5. ANNUAL GENERAL MEETING.

Once in each year in the month of June, the Association shall convene an AGM of the Association, which all members shall be entitled to attend for the purpose of receiving the annual report and audited accounts of the Association. Members shall receive 21 days notice of the date of the AGM.

6. EXECUTIVE COMMITTEE.

- a. The Annual General Meeting shall elect five members to serve on the Executive Committee, and the Executive Committee shall elect its own chairperson, treasurer and such other officers as it may deem necessary.
- b. All members of the Executive Committee shall retire annually, but shall be eligible for immediate re-election.
- c. The Executive Committee shall determine the price at which cassettes are sold, which it may modify from time to time.
- d. The Executive Committee shall be able to reject any member's cassette if they believe that it's release will be detrimental to the affairs of the Association.

7. FINANCE.

- a. All monies raised by or on behalf of the Association shall be applied to the objects of the Association, and for no other purpose other than the payment of royalties, taxes and the like.
- b. The Association shall produce complete statements of all tapes sold over the preceding six months which will be available in the last week of March and September each year. These statements will serve as the basis of royalty payments.
- c. Royalties will be calculated by deducting the cost price of each cassette from the price for which it was sold. The artist will receive 50% of the money remaining and the Association will receive 50% of the money remaining. (The cost price of each tape shall include the cost of the cassette, the cover art and any associated duplication and printing costs.)
- d. The honorary treasurer shall keep proper accounts of the finances of the Association, including records of all tapes sold.
- e. The accounts of the Association shall be audited at least once a year by a properly qualified auditor who shall be appointed at the AGM.

- f. An audited statement of accounts for the last financial year shall be submitted by the Executive Committee to the AGM.
- 8. RULES OF PROCEDURE.
- a. All questions arising at any meeting shall be decided by a simple majority of those members present and entitled to vote. In case of an equality of votes, the chairperson shall have a second or casting vote.
- b. One half of the members shall form a quorum at the meetings of the Executive Committee and all other Committees as shall be elected from time to time.
- c. Minute books shall be kept by the Association, and the appropriate Secretary shall enter therein a record of all proceedings and resolutions of the relevant Committees.
- d. Affiliate members shall not be entitled to vote at meetings of the Association, nor to be elected onto Committees. They shall however be able to be co-opted onto Committees, provided the number of co-opted members does not exceed one third of the total number of elected members.

9. DISSOLUTION.

If the Executive Committee, by a simple majority, decides at any time, for any reason, it is necessary or advisable to dissolve the Association it shall call a special meeting of all individual members of the Association who have power to vote, giving a clear twenty-one days' notice of such a meeting.

If such a decision shall be confirmed by a simple majority of those present, the Executive Committee shall have power to any assets held by or in the name of the Association, to the benefit of the community.

10. ALTERATIONS TO CONSTITUTION.

Any proposal to alter this constitution must be delivered in writing to the Secretary of the Association not less than 28 days before the date of the Annual General Meeting, or of an Extraordinary General Meeting which has been requested in writing by at least 6 fully paid up members who shall, at the same time, give notice to the Secretary of the reasons for the meeting.

The Executive Committee shall then call a Special General Meeting not less than 21 days, and not more than 28 days, after receipt of this request.

- 1. This is an agreement between (referred to hereinafter as 'the artist') and Contagious (referred to hereinafter as 'the Association').
- 2. This agreement refers solely to the reproduction and distribution of a cassette entitled which is approximately minutes long.
- 3. The artist agrees that the Association shall reproduce this cassette at the prices which shall be decided at a meeting of the Association, and which may from time to time be altered by a meeting of the Association. There will be two prices: a wholesale price and a retail/postal price.
- 4. The Association agrees that it will provide the artist with an unlimited amount of copies of the cassette at cost price. This price will cover only the cost of the cassette itself, the cover and cassette labels, and any associated duplicating and printing costs.
- 5. The Association agrees that it will not use the material on the cassette or its cover for any other purpose than that agreed in writing by the artist, and that they will claim no ownership or copyright over it. Ownership and copyright of all the material will remain at all times with the artist.
- 6. This agreement is non-exclusive. The artist may make any other additional reproduction and distribution arrangements at any time without affecting this agreement. The Association will claim no monopoly of any kind over the reproduction or distribution of this cassette.
- 7. This agreement may be terminated by the artist, or by the Association at one month's notice. At the end of the period of notice the artist will receive back the master tape(s) and the cover art, and the cassette will be deleted from the Association's catalogue.
- 8. The artist will receive royalties in the last week of March and September every year on the basis of the number of copies of this cassette sold during the preceding six months.
- 9. Royalties will be calculated by deducting the cost price of each cassette from the price for which it has been sold by the Association. The artist will receive 50% of the money remaining and the Association will receive 50% of the money remaining.
- 10. Royalties will not be paid on any copies of this cassette that the artist has obtained from the Association at cost price, nor on any copies which the Association distributes for promotional purposes.

- 11. The Association will make available to the artist, upon request, all the order books, accounts and bank statements of the Association.
- 12. The catalogue number assigned to this cassette by the Association is......

A DRAFT TECHNICAL SPECIFICATION FOR A MUSIC ASSOCIATION.

The following specifications are based upon the equipment which the Contagious association has amassed, and the experience which it has had with that equipment.

| | • |
|---|------------------|
| SOUND EQUIPMENT: | |
| Roland MC202 Microcomposer (synthesiser/sequencer) | 159.00 |
| Roland SH101 synthesiser | 199.00 |
| Roland TB303 Bassline (programmable bass synthesiser) | 159.00 |
| Roland TR606 Drumatix (programmable drum machine) | 189.00 |
| | 706.00 |
| RECORDING EQUIPMENT: | |
| TEAC Portastudio 244 | 550.00 |
| 19" Effects rack (reverb, digital delay, flanger) | :625 . 00 |
| Isotrack Signex CP44 Patchbay | 75.00 |
| Mixer (6 into 2) | 150.00 |
| | 1400.00 |
| MASTERING EQUIPMENT: | |
| NEC K450 cassette deck | 60.00 |
| NEC A520 amplifier | 70.00 |
| Fisher EQ 275 equaliser | 80.00 |
| NEC speakers | 80.00 |
| | 290.00 |
| | |
| ADDITIONAL STUFF: | |
| 4 x Roland mains adaptors | 60.00 |
| 3 x multisockets | 20.00 |
| Leads | 20.00 |
| Headphones | 10.00 |
| Microphones | 90.00 |
| | 200.00 |
| | c. |
| | |

The costings for this equipment are necessarily somewhat contentious since this kind of equipment is discounted to an exceedingly varied degree. These are based on an approximate average of prices quoted in Melody Maker and Home Studio Recording in the period October to December 1984. Contagious, in fact, got a lot of stuff second hand and therefore cheaper than the prices quoted above.

2596.00

TOTAL COST: