

PAULINE OLIVEROS

January 1, _____, 1976

Mr. Robert Ashley
Robert Ashley Video Archive
(d/b/a "THE PROJECT")
c/o Mills College
Oakland, California 94613

Dear Mr. Ashley:

This letter shall confirm our agreement with respect to my participation in "THE PROJECT", as follows:

1. You have represented to me that "THE PROJECT" has as its objective the creation, exhibition and distribution of an active video-tape archive embodying the performance of representative compositions and the expressed ideas of composers to be selected by you for their contribution to the development of musical life in the United States, and that the authority for the administration of "THE PROJECT", including its promotion, presentation to the general public and its termination shall rest solely with the Executive Officers of Mills College and you.

2. I hereby agree to and shall render my personal services as a performer in the audio/visual recordings listed on Schedule A attached hereto and incorporated herein by reference, all of which, jointly and severally, shall be referred to herein as "THE RECORDING". I acknowledge that all of the results and proceeds of my said personal services shall be owned by "THE PROJECT", except as expressly set forth herein.

3. As full and complete compensation for my services and for your use of "THE RECORDING", you hereby agree to pay, and I hereby accept, the following compensation:

(a) Upon completion of "THE RECORDING", or at such time as we may otherwise mutually agree, the sum of \$1,000* (one thousand) ; and

* of which \$ 500. = was paid up on completion of the recording,
and of which \$ 500. = is due.

(b) To the extent that there shall be income from the rental, sale or other exploitation of the recording, a sum equal to one-third (1/3) of the net income to "THE PROJECT" arising out of "THE RECORDING".

In the event that "THE PROJECT" shall realize net income from the rental or sale of recordings embodying the performances of other artists in addition to my performance of "THE RECORDING", the net income arising therefrom shall be divided equally among the number of artists whose performances contribute to the realization of such net income; provided, however, that in the event such equal distribution shall not be equitable under the circumstances, you shall have the right to determine in good faith a more equitable distribution of such net receipts.

The phrase "net income" to "THE PROJECT" shall be deemed the gross receipts of "THE PROJECT" with respect to "THE RECORDING" less all ordinary, reasonable and necessary costs of doing business, in accordance with generally accepted accounting principals including without limitation, administrative costs, accounting, legal, publicity expenses, expenses incurred in connection with the maintenance of an archive of the recorded materials including duplication and storage of tapes, production and technical expenses and included the hiring of persons and rental of equipment, travel and per diem expenses to persons exhibiting the tapes and costs incurred in connection with production of the original recordings.

4. You agree that you shall cause statements in reasonable detail to be prepared and sent to me on an annual basis commencing July 1, 1976, with such statements to be sent to me not later than ninety (90) days after the end of each such annual statement year, accompanied by any payment shown to be due thereunder. In the event that net income is earned from exploitation of "THE RECORDING" for any period prior to July 1, 1976, my share of any such net income shall accompany the first statement to be rendered hereunder.

5. I hereby agree that all copyrights in and to the sound recordings created hereunder shall be your property free and clear of any claim on my part, other than as expressly set forth herein. Without limitation of the foregoing, I hereby acknowledge that you shall have and retain all rights in and to all such copyrights throughout the world, for both the original and renewal terms of copyright in the United States.

6. You hereby acknowledge that I shall retain all publishing and rights of copyright throughout the world in connection with the musical compositions composed by me and embodied in "THE RECORDING" and that you shall place an appropriate copyright notice as I shall advise you in writing upon all copies of "THE RECORDING" ~~*here a copyright notice with respect to the underlying music is required under applicable law~~

7. In further consideration of the payments to be made hereunder by you, I hereby grant to you, and you hereby accept, a "synchronization license" enabling you to use each and all of the musical compositions embodied in "THE RECORDING" in connection with the audio-visual production contemplated hereunder, such license to be a non-exclusive privilege in your favor authorizing you to record the said musical compositions and to combine such recordings with other materials which in the aggregate constitute "THE RECORDING", the within license being worldwide and unlimited as to time and type of use. ~~In addition, I hereby grant to you, and you hereby accept, at no additional consideration, a non-exclusive performing rights license authorizing you to perform and to authorize others to perform the said musical compositions as embodied in "THE RECORDING" in whatever media you may elect, the term of such performing right license to be perpetual, but shall be valid only for the United States, its territories and possessions.~~

8. I hereby agree that you shall be the sole agent for the rental, sale or other exploitation of "THE RECORDING", no person, firm or corporation having any right whatsoever to use the whole or any portion of "THE RECORDING" in any way, public or private, for profit or not for profit, without your express written consent.

9. In the event that "THE PROJECT" is terminated by you, or jointly by you and the officers of Mills College, I shall have the right to physical possession and ownership of all copies of "THE RECORDING"; provided, however, that you or others under your authority may retain any copies of "THE RECORDING" that have been assigned or otherwise transferred to educational or archival institutions for archival and/or non-profit use, including without limitation, Mills College and the Library of Congress, and I also acknowledge that I shall not have the right under such circumstances to obtain possession of any copies of "THE RECORDING" that have been previously sold or otherwise assigned to any third parties in accordance with the terms hereof.

*prior to any showing thereof.

10. I hereby warrant and represent that I am free to enter into this agreement, that there are no pending claims against me or others associated with me by any person, firm or corporation which allege matters which, if true, would constitute a lien, encumbrance or cloud upon any of the rights granted to you hereunder; that the musical compositions to be embodied in "THE RECORDING" are original with me, that I continue to retain full ownership therein and that I have the right to grant to you the rights to use the same as set forth herein; and that I shall be available to consult and cooperate with you in the event of any allegation of breach by me of any of the above warranties and representations.

11. This agreement represents the entire understanding between us, all prior discussions and representations having been merged herein. In the event any provision of this agreement shall be deemed to be invalid or inoperative for any reason, the remainder hereof shall nevertheless be valid and effective for the purpose intended. This agreement shall be construed in accordance with the internal laws of the State of California.

If the foregoing accurately states our agreement, please sign as appropriate below.

Sincerely,

Pauline Oliveira

ACCEPTED AND AGREED:

ROBERT ASHLEY d/b/a ROBERT
ASHLEY VIDEO ARCHIVE
("THE PROJECT")

By

Robert Ashley
Robert Ashley

Carol Vencius

As of January 1, 1976

Mr. Robert Ashley d/b/a
Robert Ashley Video Archive
("THE PROJECT")
Mills College
Oakland, California

Dear Mr. Ashley:

You have requested that I render my services as a musical performer in connection with the preparation of certain recordings relevant to the development of musical life in the United States, including the embodiment thereof on video tape which is to be prepared both for archival purposes and for exhibition and distribution. I hereby agree to render such services on the following terms and conditions:

1. I hereby represent and warrant to you that I am under no contractual restrictions with respect to performing my musical services in connection with your aforesaid project.

2. In full and complete consideration of the sum of \$ *150. *(one hundred [fifty])* I hereby agree to and shall render my performing services to you in connection with your said project at times and places to be mutually agreed upon. I acknowledge that all of the results and proceeds of my said services, including all original material and the right to copyright the same throughout the world shall be owned by you, free and clear of any restrictions or reservations whatsoever. You shall be free to use the embodiment of my services in your sole discretion in perpetuity throughout the world for both commercial and non-commercial uses.

3. I hereby consent to your use of my name, likeness, performances and biographical material on and in connection with the recordings in which I participated as a performer, including for purposes of promotion, publicity and advertising and trade, in perpetuity throughout the world.

4. I hereby release you, Mills College and its officers, including its agents and employees, and any

** of which \$75. was paid at the completion of the recording,
and of which \$ 75. is due.*

other organization or institution transmitting or exhibiting said program from any claims by or through me arising out of or in any way connected with the recordings contemplated hereunder and further agree to hold you, Mills College, its officers, agents and employees, and each of your licensees and assigns harmless from any liability, loss or expense arising out of the breach or alleged breach of any promises, warranties or representations contained herein.

Sincerely,

Card Kenney

Linda Montano

As of January 1, 1976

Mr. Robert Ashley d/b/a
Robert Ashley Video Archive
("THE PROJECT")
Mills College
Oakland, California

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3. I hereby consent to your use of my name, likeness, performances and biographical material on and in connection with the recordings in which I participated as a performer, including for purposes of promotion, publicity and advertising and trade, in perpetuity throughout the world.

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* of which \$ 75.⁰⁰ was paid at the completion of the recording,
and of which \$ 75.⁰⁰ is due.

other organization or institution transmitting or exhibiting said program from any claims by or through me arising out of or in any way connected with the recordings contemplated hereunder and further agree to hold you, Mills College, its officers, agents and employees, and each of your licensees and assigns harmless from any liability, loss or expense arising out of the breach or alleged breach of any promises, warranties or representations contained herein.

Sincerely,

Linda Montano

PAULINE OLIVEROS

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Mills College
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1. I hereby represent and warrant to you that I am under no contractual restrictions with respect to performing my musical services in connection with your aforesaid project.
2. In full and complete consideration of the sum of \$ 1.00 (one dollar), I hereby agree to and shall render my performing services to you in connection with your said project at times and places to be mutually agreed upon. I acknowledge that all of the results and proceeds of my said services, including all original material and the right to copyright the same throughout the world shall be owned by you, free and clear of any restrictions or reservations whatsoever. You shall be free to use the embodiment of my services in your sole discretion in perpetuity throughout the world for both commercial and non-commercial uses.
3. I hereby consent to your use of my name, likeness, performances and biographical material on and in connection with the recordings in which I participated as a performer, including for purposes of promotion, publicity and advertising and trade, in perpetuity throughout the world.
4. I hereby release you, Mills College and its officers, including its agents and employees, and any

other organization or institution transmitting or exhibiting said program from any claims by or through me arising out of or in any way connected with the recordings contemplated hereunder and further agree to hold you, Mills College, its officers, agents and employees, and each of your licensees and assigns harmless from any liability, loss or expense arising out of the breach or alleged breach of any promises, warranties or representations contained herein.

Sincerely,

Pauline Olivier

To: Paulina Oliveros

In keeping with Article 4 of the Agreement between you and "THE PROJECT", this letter is to state that there has been no income the "THE PROJECT" earned from exploitation of "THE RECORDING" prior to July 1, 1976.

Sincerely yours,

date August 1, 1976

By Robert Ashley

Robert Ashley
d/b/a ROBERT ASHLEY VIDEO
ARCHIVE ("THE PROJECT")
c/o Mills College
Oakland, California 94613

**MILLS
COLLEGE** OAKLAND, CALIFORNIA 94613

CENTER FOR CONTEMPORARY MUSIC

November 22, 1976

Thomas Nee, Chairman
Department of Music B-026
La Jolla, California 92093

Dear Tom:

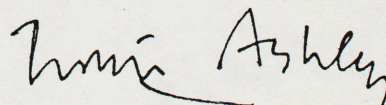
I am happy to say what a wonderful composer and person Pauline Oliveros is.

She must be an excellent teacher. I know a few former students of hers, and they are all full of praise. That's unusual.

She is an extraordinary composer, and her professional service is historic in its affect on all of us. She has made it impossible for anyone to say that she is the best-known woman composer in the United States, perhaps in the world. How she did that is something I will never know. Actually she is one of the "best known" composers now, because her music has taught us to use elements of our lives in a way that was not even imagined just a few years ago. She has helped to change our ideas of what it means to be a composer.

I'm not sure about the timeless value of being bestknown, but I know that the need to find ways to change things has been one of the mainsprings of creativity in the United States recently. And with that as a guide, we are most interested in persons of courage and dedication and far-sightedness, all of which are real qualities and qualities that Pauline has in abundance. That's why she is bestknown.

Sincerely yours,



Robert Ashley

PERFORMING
ARTSERVICES INC.

212-989-4953

463 WEST STREET • NEW YORK, N. Y. 10014

November 26th, 1976

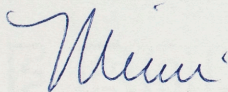
Pauline Oliveros
1602 Burgandy Road
Leucadia, California 92024

Dear Pauline,

Bob asked me to send you the enclosed: two copies of a contract with him for the video tape, copies of performers' release forms for you, Linda and Carol, a statement re income to project (for your records) and a copy of Bob's letter to Thomas Nee.

Please sign, initial and return both copies of contract to me. Bob will sign and return one to you. Everyone should return one signed copy of the release.

Love,



Mimi Johnson

MUSIC WITH ROOTS IN THE AETHER

video tapes by Robert Ashley

MUSIC WITH ROOTS IN THE AETHER, a video art documentation of radical trends in contemporary music, presents the work and ideas of the American composers, David Behrman, Philip Glass, Alvin Lucier, Gordon Mumma, Pauline Oliveros, Roger Reynolds, Terry Riley, La Monte Young and Robert Ashley.

Each composer is shown in a two-hour program of musical performances and talk designed and directed by the composer, Robert Ashley. The programs, in color video with high-fidelity sound and in simultaneous French translation, will be presented at the American Cultural Center, October 13th through 28th, daily except Sunday on an eight-hour schedule, with extra programs on Saturdays.

MUSIC WITH ROOTS IN THE AETHER documents a style of musical composition that is growing in importance in the United States and Europe and that has brought international recognition to these artists. Based on the concept of a composed music that goes beyond the possibilities of written notation and that exists only in performance or in recording, the style covers a wide range of performance practices and musical influences, from sophisticated electronic technology to the influence of Far Eastern music and thought.

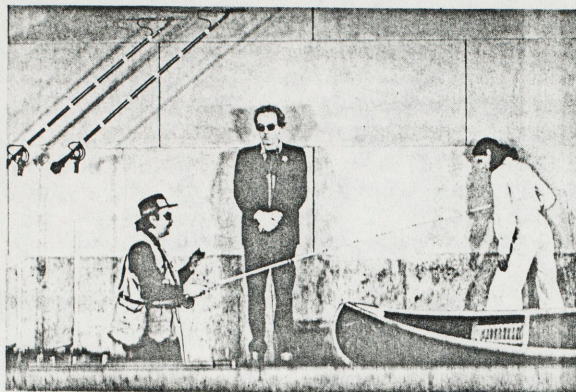
MUSIC WITH ROOTS IN THE AETHER, as a two-week performance festival, invites the general audience to see these composers and hear their music in the detail of video art and in the intimacy of the video installation, to hear the composers discuss the music in personal terms, and to experience the most important examples of this style in a concentrated program.

Music with Roots in the Aether

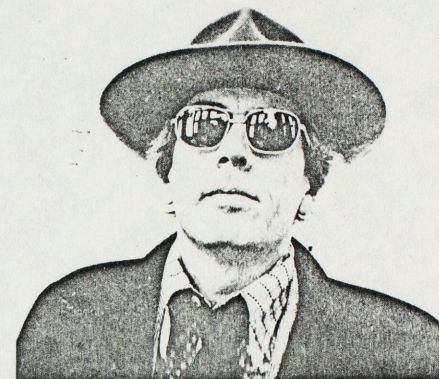
MUSIC WITH ROOTS IN THE AETHER is a landmark video-art documentation of progressive trends in contemporary music, designed and directed by Robert Ashley. The tapes present the work and ideas of the American composers David Behrman,¹ Philip Glass,² Alvin Lucier,³ Gordon Mumma,⁴ Pauline Oliveros,⁵ Terry Riley and Robert Ashley. Each composer is presented in a two-hour program of musical performance and discussion. The programs are in color video with stereophonic-high fidelity sound.

MUSIC WITH ROOTS IN THE AETHER documents a style of musical composition of the "post-serial/post Cage" movement which is of major importance in the United States and Europe and has brought international recognition to the artists. The video tapes demonstrate a composed music, ranging in influences from sophisticated electronic technology to far eastern music and thought, that goes beyond the possibility of written notation and that exists only in performance or recording. The tapes constitute a performance festival in new music presented in the detail of video art and in the intimacy of a specially designed installation. The composers discuss their life and work and perform important examples of the musical art they have created.

This exhibition is made available to WAAM by Performing Artservices, Inc., New York.



Interview with Alvin Lucier, Photo by Philip MaKanna



Robert Ashley, Photo by Mimi Johnson

extremely individualistic

This is a high security exhibition.

Fee

\$1,000 Member - \$1,300 Non-Member

Number of Pieces

14 video tapes, 14 hours

Number of Crates

1

Weight

36 lbs.

Space Needed

Gallery suitable for viewing one or more video monitors; stereo sound system

Available

May 1979 - August 1981

Robert Ashley

"Interview with Robert Ashley" (58 minutes)

"What She Thinks" (56 minutes)

Robert Ashley	George Washington
Paul DeMarinis	Guglielmo Marconi
Mimi Johnson	Whistler's Mother
Robert Sheff	Ludwig van Beethoven

ROBERT ASHLEY is Director of the Center for Contemporary Music, Mills College (Oakland, California). He is a member of the Sonic Arts Union, a composers' performing ensemble that has toured the United States and Europe since 1966. He was a founding member and co-Director of the ONCE Group, a music-dance-theater collective that performed extensively in the United States during the 1960's and that was among the first and best known of the performance-art groups of that time. Much of Ashley's music has evolved from the sounds and processes of natural speech and in many works is realized by people simply talking to each other or to themselves in various kinds of relationships, sometimes electronic, ranging from opera-like large scale compositions to recent work based on "barely observable events."

MUSIC WITH ROOTS IN THE AETHER was created with the assistance of:

Camera Operator and Art Director	Philip Makanna
Video Recordist and Technical Director	Jerry Pearsall
Audio Recordist*	Maggi Payne
Concept Advisor to the Project	William Farley
Camera Assistant and Photographer	Pat Kelley
*some audio recording was done by	Peg Ahrens, David Behrman, Peter Gordon and Marc Grafe

MUSIC WITH ROOTS IN THE AETHER was made possible by grants from:

The Rockefeller Foundation
The Ford Foundation
The Martha Baird Rockefeller Fund for Music
The Harry G. Steele Foundation
Broadcast Music, Inc.

MUSIC WITH ROOTS IN THE AETHER is represented by:

Performing Artservices, Inc.
463 West Street
New York, New York 10014
(212) 989-4953

Brochure Design
Photographs
Photographs of David Behrman
and Pauline Oliveros
Photograph of Robert Ashley

Kermit Smith
Philip Makanna
Pat Kelley
Mimi Johnson

PRODUCED AND DIRECTED BY ROBERT ASHLEY

MUSIC WITH ROOTS IN THE AETHER



video portraits of composers
and their music

Robert Ashley

David Behrman

Philip Glass

Alvin Lucier

Gordon Mumma

Pauline Oliveros

Terry Riley

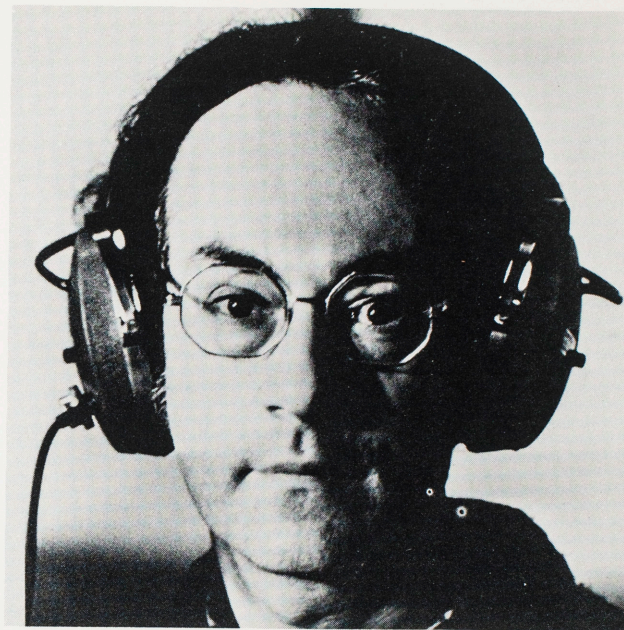
PRODUCED AND DIRECTED BY ROBERT ASHLEY

David Behrman

“Interview with David Behrman” (58 minutes)

“Music with Melody—Driven Electronics” (56 minutes)

David Behrman	Electronics
Don Cardoza	Electric Keyboard
E. Jedidiah Denman	Abbysiren
Katharine Morton	Electric Keyboard



David Behrman

Philip Glass

"Interview with Philip Glass" (58 minutes)

"Music in 12 Parts: Part 2" (17 minutes)

"Act 1, Scene 1, Einstein on the Beach (30 minutes)
("Another Look at Harmony: Part 2")

The Philip Glass Ensemble:

Philip Glass	Electric Organ
Jon Gibson	Soprano Sax and Flute
Dickie Landry	Soprano Sax and Flute
Richard Peck	Alto Sax
Kurt Munkacsi	Electronics
Joan La Barbara	Voice
Michael Riesman	Electric Organ



Alvin Lucier

“Interview with Alvin Lucier” (A performance of Lucier’s “Outlines of Persons and Things (1975)” takes place during the interview. (58 minutes)

Anne Koren	Dancer
Susan Matheke	Dancer
Nicolas Collins	Electronics

“Bird and Person Dying (1975)” (28 minutes)

Alvin Lucier	Microphones
Nicolas Collins	Electronics
Ron Kuivila	Electronics

“Music for Solo Performer (1965)” (28 minutes)

Alvin Lucier	Amplified Brainwaves
Nicolas Collins	Electronics



Gordon Mumma

"Interview with Gordon Mumma" (58 minutes)

"Some Voltage Drop (1974)"

a collection of related works, including:

"Simulcast" (25 minutes)

Gordon Mumma Cybersonic French Horn
William Brooks Amplified Voice

"Schoolwork" (18 minutes)

Gordon Mumma Crosscut Saw

"Telepos/Foxbat" (15 minutes)

Gordon Mumma with Accelerometers and
and Backpack-Electronic
Tandy Beal Telemetry



Pauline Oliveros

"Interview with Pauline Oliveros" (A performance of Oliveros' "Unnatural Acts Between Consenting Adults", a collaboration with Carol Vencius, takes place during the interview.) (75 minutes)

Pauline Oliveros	Pauline Oliveros
Linda Montano	Huckleberry Linda
Carol Vencius	The Masked Woman

"Rose Mountain Slow Runner" (35 minutes)

Pauline Oliveros Voice and Accordion



Terry Riley

"Interview with Terry Riley" (58 minutes)

"Shri Camel: Morning Corona" (45 minutes)

Terry Riley

Yamaha Electric Organ



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MUSIC WITH ROOTS IN THE AETHER is a performance festival in the detail of video art and in the intimacy of a specially designed installation. The composers discuss their life and work and perform the most important examples of the musical art they have created.

"It is important to appreciate the work of Robert Ashley who has tried to capture the creative process itself . . . and who has given each tape the personality of its subject. The very contemporary language is a necessity!"

Gerard Mannoni
Le Quotidien de Paris
October 15th, 1976

