higher education & training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

MARKING GUIDELINE

NATIONAL CERTIFICATE

MUSIC BUSINESS AND STYLES N4

19 October 2020

This marking guideline consists of 6 pages.

Copyright reserved

QUESTION 1

1.1 False
1.2 False
1.3 False
1.4 False
1.5 False
1.6 False
1.7 False
1.8 False
1.9 False
1.10 False
1.11 False
1.12 False
1.13 True
1.14 True
1.15 True
1.16 True
1.17 True
1.18 False
1.19 False
1.20 True
1.21 True
1.22 False
1.23 False
1.24 False
1.25 False

(25 × 2) **[50]**

QUESTION 2

2.1 H
2.2 O
2.3 F
2.4 M
2.5 S
2.6 I
2.7 B
2.8 U
2.9 W
2.10 P
2.11 E
2.12 N
2.13 Q
2.14 K
2.15 C
2.16 T
2.17 V
2.18 X
2.19 Y
2.20 G
2.21 R
2.22 J
2.23 A
2.24 L
2.25 D

(25 × 2) **[50]**

TOTAL SECTION A: 100

QUESTION 3

3.1 Agreements
3.2 Covers
3.3 Formula
3.4 Companies
3.5 360
3.6 Producer
3.7 Percentage
3.8 Original
3.9 Independent
3.10 Album
3.11 Technically
3.12 Songwriter
3.13 Compilation
3.14 Tangible
3.15 Recoupment
3.16 Digital

3.17 Distributors
3.18 Licensees
3.19 Industry
3.20 Locker
3.21 Podcast
3.22 Coupling
3.23 Song
3.24 Collection
3.25 Interactive

(25 × 2) **[50]**

QUESTION 4

4.1 Recording
4.2 record
4.3 Songs
4.4 Records
4.5 Record company
4.6 Records
4.7 Records
4.8 Major record companies
4.9 Production companies
4.10 Artists
4.11 Recorded
4.12 Records
4.13 Songs
4.14 Department
4.15 Products
4.16 Tethered
4.17 Multiple Albums
4.18 Salespeople
4.19 More
4.20 Royalty
4.21 Personal manager
4.22 Management
4.23 Management
4.24 Career
4.25 Royalties

(25 × 2) **[50]**

TOTAL SECTION B: 100

QUESTION 5

5.1 Cross-collateralisation refers to the recoupment of recording costs of a particular album from the income of another.✓✓ Cross-collateralisation can also apply to different agreements.✓✓ These can be simultaneous or sequential.✓✓ Major record companies do not really try to cross-collateralise a record deal with a publishing deal, but small labels to.✓✓ However, everyone tries to cross-collateralise royalties under past and future record deals.✓✓ (10)

5.2 Sideman performances are when superstars play and sing on the background of everybody else's records.✓✓ These performances must be truly a background performance, without any solos, duets, or stepping out.✓✓ Your exclusive company must get a courtesy credit.✓✓ You cannot violate your re-recording restriction for any selection, even as a background performer.✓✓ If you are a group, no more than two of you can perform together on any particular session.✓✓ (10)

5.3 Sunset clauses provide the terms of the personal manager's commission after the management term has ended.✓✓ The manager gets paid only on records recorded and released during the term.✓✓ The manager gets half a commission on records recorded during the term but released after.✓✓ The manager is paid only on songs recorded and released during the term.✓✓ The manager gets a half commission on songs recorded during the term and released after.✓✓ (10)

5.4 Delivery requirements are contractual provisions that explain the type of records that must be handed over to the record company by the artists.✓✓ The records must be commercially satisfactory in order to sell.✓✓ The records must be technically well made in order to be released.✓✓ It must all be studio recordings.✓✓ They must all be recorded during the term.✓✓ (10)

5.5 These are the rights to put the artist's name on T-shirts, posters, etc.✓✓ Many record companies are trying to get these rights.✓✓ Some companies actually manufacture and distribute your merchandise, in which case they will pay you the royalties.✓✓ The company gets no merchandising but has a matching right.✓✓ Some record companies not only want a matching right, but also want a discount.✓✓ (10)

[50]

QUESTION 6

6.1 Under these deals, the companies get a piece of artist's earnings from touring, songwriting and merchandising.✓✓ These deals started because the record industry was in such financial distress.✓✓ So they grabbed pieces of other income.✓✓ Their argument is that they are no longer a record company confined to a narrow lane.✓✓ They are now an artist-branding company.✓✓ (10)

6.2 A management deal is entered into by the personal manager and the artists.✓✓ The manager helps with major business decisions.✓✓ He helps with the creative process.✓✓ He puts together the creative team of the artist.✓✓ He coordinates the artist's tours.✓✓ He puts pressure on the record company to increase promotion and marketing of records.✓✓ He is a buffer between the artist and the outside world.✓✓ The personal manager earns a commission.✓✓ The personal manager's commission is charged on the artist's gross income.✓✓ The length of the term is based on a number of years or album cycles.✓✓ (20)

6.3 A recording deal is entered into by the record company and the artist.✓✓ It spells out the terms of the deal.✓✓ It explains how much royalties the artist will be paid.✓✓ How many records and albums are required from the artist. It explains the length of the recording deal.✓✓ It explains how the record company is going to recoup its costs.✓✓ It explains what happens to the records and songs done by the artist after the term is ended.✓✓ It explains what types of records should be delivered to the record company.✓✓ It explains all the responsibilities of the record company.✓✓ It explains all the responsibilities of the artist.✓✓ A recording deal is represented by a recording contract which is a legally binding agreement between the artist and the record company.✓✓ (20)
[50]

TOTAL SECTION C: 100
GRAND TOTAL: 300

Copyright reserved