concordia historical institute

Department of Archives and History of The Lutheran Church—Missouri Synod

804 Seminary Place, Saint Louis, Missouri 63105-3014 · 314-505-7900 concordiahistoricalinstitute.org

RETRIEVE + RECORD + REFLECT + RECALL

"Reproduction and Image Use Agreement"

Photocopying is permitted if it is in accordance with donor agreements and copyright restrictions, unless the item is fragile or too large.

Materials at Concordia Historical Institute (CHI) are for reference use only. The user agrees to publish no portion of them without the written permission of CHI, and assumes sole responsibility for any infringement of the literary rights, copyrights, or other rights which pertain to these materials.

Theft, destruction or mutilation of library materials is a crime (MoRS 570.200-570.215).

Actual items in the CHI collection cannot be loaned for research. CHI materials may not circulate outside the CHI reference department. However, reproductions, photocopies, and scans of some material in the CHI collection may be possible.

The use of images held in the Concordia Historical Institute collection is possible for a fee that is based on: (a) size; (b) medium of the image; (c) its intended use; and, (d) staff time needed to complete your request.

Your use of reproductions and images from the CHI collection means that you agree to comply with CONCORDIA HISTOR-ICAL INSTITUTE'S REPRODUCTION AND IMAGE USE AGREEMENT and give required credit.

Permission for use as described on the back of this form is granted after submitting your completed application form along with all appropriate fees.

CONDITIONS

1. All researchers requiring reproductions of material from the collections held by CHI must complete a REPRODUC-TION AND USE form (6A) describing the items desired. (If you have a deadline for the receipt of reproduced materials, please indicate this on the form.)

- 2. Please allow at least 7–14 working days for your request to be processed. NOTE: reproductions from film and video collections or items in fragile condition may take longer to process.
- 3. The copies and reproductions provided by CHI do not include permission to publish or use outside of personal research and reference unless permission is granted.
- 4. Not all requests for reproduction can be accommodated due to limitations in reproduction equipment; the fragile nature of the item; the restricted status of an item in the collection; or preservation concerns.
- 5. Requests will be processed as soon as payment of fees is made.
- 6. The copyright law of the United States (Title 17, United States Code) governs the making of reproductions of copyrighted material. Under certain conditions specified in the law, libraries and archives are authorized to allow the making of reproductions. One of these specified conditions is that *the reproduction is not to be used for any purpose other than private study, scholarship, or research.* If the user later uses a reproduction for purposes in excess of fair use, that user may be liable for copyright infringement.
- 7. The user agrees to defend, indemnify, and hold harmless Concordia Historical Institute against all claims, demands, costs, and expenses incurred by copyright infringement or any other legal or regulatory cause of action arising from the use of CHI's materials.
- 8. Reproductions are provided by CHI on an *as is* basis, without implied warranty or guarantee.
- 8. Non-profit fees are available to only those who can demonstrate their current non-profit status and agree to use reproductions and images for non-profit purposes.

- 9. Concordia Historical Institute retains all rights to reproductions including the right to grant others permission to reproduce images from the CHI collection.
- 10. Permission granted for publication of an image from the CHI collection is for a one-time use.
- 11. Images may not be used in advertisement or any commercial or promotional use.
- 12. CHI reserves the right to increase fees for items more difficult to reproduce.
- 13. CHI reserves the right to restrict the use of reproductions in accordance with the mission of CHI and The Lutheran Church—Missouri Synod.
- 14. Reproductions to be included on websites must be scanned at a resolution no greater than 72 dpi.
- 15. Special permission must be given for reproduced images that will be included in public displays, posters, postcards, or other publicity materials.
- 16. The purchaser of reproductions and copies may not file or deposit those copies in another depository or archive without permission from CHI.
- 17. The terms of this agreement apply whether CHI staff reproduces an image or whether the researcher produces the image themselves (hand-held scanner, personal camera, etc.). Researchers using their hand-held scanner, personal digital camera, etc. will be supplied with a "CONCORDIA HISTORICAL INSTITUTE, ST. LOUIS, MISSOURI" paper slip, which must be included on each scan and photograph you take.

REQUIRED CREDIT MUST ACCOMPANY ALL RE-PRODUCED IMAGES

- 1. Credit should appear in close proximity to the image.
- 2. All reproduced images must be credited as follows: "Image courtesy of Concordia Historical Institute, St. Louis, Missouri." A more detailed credit is also acceptable: "Image courtesy of Concordia Historical Institute, Department of Archives and History, The Lutheran Church—Missouri Synod, St. Louis, Missouri."
- 3. CHI staff will supply box numbers, file numbers, and/or accession numbers, for proper citation in notes and bibliography.
- 4. Credits must appear directly beneath the image, if used on an internet webpage.
- 5. Credits are preferred on the same or facing page when the image appears in printed matter.
- 6. Credits are to be included in the exhibit hall, if used in a display or exhibition.
- 7. Two complimentary copies of any publication using images from the CHI collection must be sent to the Institute's reference library within three months of publication date.

By signing this document, I agree to abide by the policies and guidelines of Concordia Historical Institute. I understand these rights are for a single, one-time use, and that further use of any kind requires subsequent written permission from CHI.

Rights are not transferable.

SIGNATURE:
NAME (PRINTED):
NAME (FRINTED):
ORGANIZATION AND CITY:
DATE (MONTH / DAY / YEAR) / /

©2015 page 2/2