“Congregational Records Microfilming and/or Digitizing Agreement”

I. Background Information

A. The Concordia Historical Institute urges member congregations of The Lutheran Church—Missouri Synod to have their vital records microfilmed and/or digitized. This bulletin spells out some of the reasons for and benefits of microfilming and/or digitizing. It also outlines the responsibilities of both the congregation and the Institute when congregational records are microfilmed and/or digitized through the Institute’s preservation department.

B. The main reason for having vital records microfilmed is preservation. Microfilming allows a congregation to store a complete copy of its vital records elsewhere than the congregation’s premises. Should fire or some natural disaster strike the congregation, its records can be reconstructed when a microfilm copy is stored in another geographic location. Also, as the paper records begin to deteriorate, a microfilm copy will “freeze” the deterioration at a set point. Should original papers become more brittle, dog-eared, or otherwise damaged, the microfilm copy will preserve the information at the level of clarity at which the filming was done before further deterioration sets in.

C. A third benefit of having congregational records microfilmed is that pastors and secretaries of the congregation can be freed from the often lengthy and painstaking research in the original historical records for both genealogists and historians. Researchers can be referred to the institution holding the microfilm copy. This further reduces wear and tear on the original documents.

D. Digitizing of congregational records is not primarily for preservation. The main intent of digitizing is for access. Not every congregation or member will have access to a microfilm reader, but in today’s society most congregations and members have access to a computer. Making a digital copy will allow easy access to congregational records using either image viewing software or portable document format (pdf) software.

E. To further encourage congregations to have their records microfilmed and/or digitized, the Institute offers to organize records and oversee their filming and/or digitizing. The rest of this bulletin outlines the responsibilities of a congregation wishing to use these services, as well as the responsibilities of the Institute toward the congregation and its records.

II. Congregational Responsibilities

A. Because the Institute works under severe budget restrictions, the congregation is solely responsible for all financial costs incurred.

B. The congregation is responsible for transferring the records it wishes to have microfilmed and/or digitized to the Institute. The best method is to have the records hand-carried to the Institute. Barring that the next best method is to have the records shipped via one of the parcel delivery services, such as United Parcel Service (UPS) or FedEx. Each of these vendors provides tracking services, which “track” the location of the records at each step of the shipping process. The congregation is responsible for the shipping costs and insurance both to and from the Institute.

C. The congregation will place the original negative and one positive copy of the film on deposit at the Institute for research use. The congregation will also have the option of purchasing a positive copy of the completed film for its own use. If digitization is requested, the congregation will also provide all digital images to the Institute on DVD, as well as obtaining a copy for themselves.

D. The congregation allows its vital records to be filmed and/or digitized through the Institute and agrees to permit these records to be used by qualified researchers on the premises of the Institute. If the congregation places no restrictions on the use of the microfilm positive copy or digital records, the Institute may also loan, via interlibrary loan, to qualified researchers who are not able to come to the Institute. Any restrictions on access to the records should also be spelled out in the microfilm agreement and congregational resolution.

E. The congregation also agrees to permit the Institute to reproduce positive copies of the microfilm and/or digital records for other institutions, archives, libraries, or individuals.

F. The congregation will attach to this agreement a copy
of a resolution passed by its congregational assembly, authorizing
the Institute to film and/or digitize its records, specifying any
exceptions to the provisions described in this bulletin, if those are
deemed necessary. The resolution will be dated and signed by the
president and secretary of the congregation. The resolution will
include a statement that the congregation will pay for incurred
costs of microfilming and/or digitizing and transporting the
church's records as outlined in this bulletin. (For general informa-
tion about the cost of microfilming and digitizing see CHI Informa-
tion Sheet #19)

III. Concordia Historical Institute’s Responsibilities

A. The Institute pledges that it will treat with the utmost
care and respect any original records entrusted to it in prepara-
tion for or subsequent to microfilming and/or digitizing those
records.

B. The Institute will—according to its standard procedures
and guidelines—organize and otherwise prepare the original
records for microfilming and/or digitizing. This will include spe-
cific instructions to the preservation operator, including but not
limited to, such cost saving measures as skipping the filming and/
or digitizing of blank pages.

C. The Institute will check the quality and readability of
each reel of microfilmed records and/or digital record images
before the originals are returned to the congregation. If there is
a problem with the films and/or digital records, the Institute will
see to it that corrections are made at the expense of the preserva-
tion company before the films and/or digital records are approved
and originals returned to the congregation.

D. The Institute will properly process and handle the copies
of the microfilm and/or digital records that are produced. The
Institute will retain the negative and one positive copy of the film
and return a positive copy of the film along with the original
documents in a manner approved beforehand by both parties. If
applicable, the Institute will retain a DVD of the digital record
images, which will be kept in the Institute’s archives, as well
as placing a copy of the digital record images on the Institute’s
server(s).

E. The Institute will properly and thoroughly catalog the
copies of the microfilm and/or digital record images on DVD
housed in its collection and preserve them in an atmospherically
controlled environment.

IV. Some Final Words

A. We would like to emphasize again that this service is
provided to the congregations of our church as a way of preserv-
ing and maintaining their precious original records and docu-
ments.

B. The records usually microfilmed and/or digitized are
all records of official pastoral acts—baptisms, confirmations,
marrriages, funerals—as well as minutes of voters assemblies.
Congregations are encouraged to have more than this bare mini-
num microfilmed and/or digitized. Other items that could be
included are unique documents dealing with the organization and
founding of the congregation; minutes of other committees and
boards essential to the life of congregation; documents in danger
of destruction due to their fragile nature; and, perhaps a congre-
gational history.

C. If there are questions about the microfilming and/or
digitizing of congregational records that are not answered in this
bulletin, please contact the Institute.

This agreement entered into on the __________________ day of ____________________________, 20________
by and between Concordia Historical Institute and ________________________________
(name of congregation)

______________________________  ________________________________
(street address)               (city)               (state)               (postal code)

witnesses that:
1. The congregation accepts the responsibilities outlined under Part II of this document
2. The Institute accepts the responsibilities outlined under Part III of this document

Restrictions: ________________________________

______________________________  ________________________________
(signature of congregational representative)             (signature of Institute representative)

______________________________  ________________________________
(printed name)                          (printed name)