

DEED OF GIFT

John Goerzen (“Donor”), the owner of the digital materials described below and as added to from time to time, hereby gives, transfers and conveys to Stanford University (“Stanford”) all the donor’s title and interest to the following materials to become part of its Stanford University Libraries.

John Goerzen Collection of Internet Gopher (protocol) sites.

The Archive includes the Gopher server data available on the internet in 2007. Some examples of the content in the Archive include (but are not limited to):

** Digitized legal case archives from the Cleveland Public Library (cpel.cpl.org)*

** A copy of The WELL Gopher, one of the famous early Internet sites (gopher.well.com). The WELL was a general interest site, with articles and magazines on a variety of topics.*

** A large collection from the Biology Department at Indiana University, with a particular emphasis on genome data, molecular biology, and biology software. (iubio.bio.indiana.edu; still up)*

** A server from the U. of Missouri at St. Louis, that appears to have been left untouched since the 90s in many areas. Some of the remaining information is an interesting snapshot of technology from the 90s, such as information about their campus library and reference desk. (gopher.umsl.edu)*

** Collections of software for dated computing platforms from many places.*

** A large collection of DNA-related data from the Japan National Institute of Agrobiological Sciences (gopher.dna.affrc.go.jp)*

** A large Mac collection from Univ. of Cal. San Diego (userserve.ucsd.edu)*

** A server maintained by Technische Universitaet Berlin, dept. of Computer Science. (caramba.cs.tu-berlin.de)*

** Archives from many discussion groups (mailing lists) from U. of Washington. Some extending as late as 2002. Student, faculty groups, etc. (lists.u.washington.edu)*

* *Personal homepages and modern Gopher servers, including some Gopher hosting companies that still existed. sdf.lonestar.org, hal3000.cx, gopher.quux.org, home.jumpjet.info, gopher.floodgap.com*

* *An eclectic set of transcripts of radio interviews from Berkeley.edu (nemesis.cs.berkeley.edu)*

* *A server from an Internet provider in Peru (gopher.rcp.net.pe)*

* *Some more discussion archives from what might have been a company that sold BBS software (bbs.synchro.net)*

The Collection comprises ~50GB-70GB of raw data from the Gopher server crawl.

The entire gift of digital materials detailed above is herein referred to as the "Collection."

This gift is irrevocable and is made under the following terms and conditions:

1. Donor represents that he is the owner of the Collection and represents and warrants that the Collection is being donated to Stanford free and clear of any and all liens, claims, and encumbrances.
2. Ownership of the Collection will vest with Stanford; and title to any Collection placed after the date of this Agreement will transfer to Stanford on delivery. Digital material will be transferred by download in February 2012.
3. The Collection will be organized and described according to the Stanford's policies and procedures.
4. The Collection will be maintained in the Department of Special Collections of the Stanford University Libraries, as a discrete collection identified as the ***John Goerzen Collection of Internet Gopher (protocol) sites***.
5. The Collection will be closed to researchers until archival processing has been completed or a reasonable portion of the processing has been completed, e.g., a container (box level) inventory has been prepared.
6. Upon completion of the archival processing or box listing, the Collection shall be made available for research in accordance with the Stanford's rules and policies.
7. Donor will have access to the Collection during the Department's hours of public use, and, subject to copyright law, Donor has the right to have selected items copied by the Stanford personnel at the Donor's expense, but not to remove items from the Stanford.

8. Stanford will exercise the same degree of care over the preservation of the Collection as over the preservation of similar property which is kept in the Stanford University Libraries. {e.g. climate-controlled storage for physical materials and digital preservation in the Stanford Digital Repository for digital materials.}
9. Stanford reserves the right to return, or, with the consent of the Donor, to discard/destroy any duplicate or redundant material or any material not deemed of archival value.
10. To guard against violation of confidentiality or the use of the Collection to harass, injure, or damage, Donor reserves the right to restrict access to specific portions of the Collection ("Private Material"). Donor agrees to identify such material for Stanford before the materials are physically transferred.
11. The University Librarian or his delegate may also elect to identify additional Private Material, although the University Librarian is under no affirmative obligation to identify or restrict Private Material.
12. Items identified as Private Material will be made available under conditions determined by Stanford in consultation with the donor for a term of ten years.
13. Stanford is under no obligation to accept all Materials offered under this Agreement into the Collection. Materials found inappropriate or redundant to the collections of the Department of Special Collections will be disposed of.
14. No rights to any copyright in the Collection are being transferred to Stanford.
15. The Donor explicitly permits Stanford to create finding guides to the Collection and full-text search for unrestricted digital material as well as associated metadata required for the preservation and description of the Collection. Stanford will own the copyright in any technical or descriptive metadata added during the course of processing. The Donor shall be provided with a copy of any such finding guides upon request.
16. Stanford will provide access to the Collection pursuant to its policies and procedures. Unless provided otherwise in this Agreement, Stanford is under no obligation to provide access to the Collection. In no event, is Stanford obligated to provide access to all or part of the Collection if doing so would cause financial (such as costly restoration) or health and safety concerns (such as documents with mold). Additionally, Stanford's providing access to the Collection must be done in compliance with copyright laws.
17. Donor understands that there may be tax implications resulting from this donation. Stanford has not made any representations to Donor regarding tax implications.

18. Unless expressly provided herein, the gift of the Collection to Stanford is without restriction and Stanford is free to administer the Collection in accordance with the policies and procedures of the Stanford University Libraries.
19. This Agreement is subject to the laws of the State of California. Donor agrees that the venue for any action arising out of this Agreement will be a court of competent jurisdiction in Santa Clara County, California.
20. The Libraries cannot be held liable for the loss or damage of such materials due to deterioration, fire, flood, mold or any disaster.
21. If a court determines that any term, clause, or provision of this Agreement is invalid or unenforceable, such invalidity will not affect the validity of any other term and such invalid term will be deemed severed from the Agreement.
22. Stanford and Donor agree that any modification to this agreement must be made in writing and signed by both parties.