



Americans For Innovation

... and against intellectual property theft

Constitutional rights are not negotiable

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Tuesday, June 23, 2015

IBM LIED ABOUT NSA SPY PLATFORM

IBM STOLE FROM LEADER TECHNOLOGIES; GAVE TO FACEBOOK, SAP, ERICSSON, TSINGHUA, JPMORGAN ...

CONTRIBUTING WRITERS | OPINION | AMERICANS FOR INNOVATION | JUN. 23, 2015 UPDATED SEP. 20 | PDF

(JUN. 23, 2015)—Further investigation into IBM's Wizard of Oz control over the NSA spy machine points to 2001-2002 as the critical years when the company solidified its hegemony.

IBM's conduct, if criminal, begs the question:

How can America's core Constitutional values of respect for property, privacy and honesty be supported by such morally bankrupt people and their morally broken technology infrastructure?

IBM funded The Eclipse Foundation on Nov. 29, 2001. Eclipse advocated "open source." IBM Open Source is an [oxymoron](#). IBM, the largest holder of patents on the planet, suddenly got religion about free software? Not likely.



FIG.1—IBM AND MICROSOFT, THE WIZARDS OF TECH OZ, hide behind surrogates, curtains and walls to mask monopolistic control of "The Internet of Things," including the NSA spying on American citizens via social networking platforms like Facebook. IBM works through Professor **JAMES P. CHANDLER** and **THE ECLIPSE FOUNDATION**. Microsoft has hidden its influence over Eclipse via the University of Washington and other tech surrogates. In so doing, it appears these monopolies hope to sidestep exposure of their new anti-trust conduct. Eclipse has supplied Facebook, HP, Ericsson, SAP, Cisco and Intel, among many others.

Graphic: Kushandwizdom.

WHO'S IDEAS DID IBM GIVE AWAY?

Who's inventions was IBM really giving away? New evidence uncovered by AFI proves unmistakably that they were the inventions of Columbus innovator Leader Technologies. They were NOT IBM's property to be given away.

The whole tech world became members of Eclipse subsequently. The give away of Leader Technologies's innovations was irresistible. Zuckerberg's 28 hard drives will no doubt reveal that he launched Facebook using Eclipse Version 3.0 and that he was coached by IBM and their cronies.

PACT WITH THE DEVIL

Eclipse's Integrated Development Environment (IDE) tools have essentially defined the operating environment for mobile devices. For IBM, Chandler and the NSA, this ubiquity insured a universal backdoor key to the social Internet. It enabled the NSA to spy on Americans. It was a pact with the devil.

Updated Aug. 21, 2015

CLICK HERE FOR HIJACK OF THE CYBER WORLD TIMELINE AND DATABASE

Request for Congressional Intervention

DOWNLOAD



Leader: 145,000 man-hours • over \$10 million • 20 people • solid engineering • hackers not welcome • affirms privacy, security, property • no foreign influence • respects U.S. Constitution

Facebook: "one to two weeks" • beer money • all by myself • 28 hidden hard drives • stole Harvard photos • hacks email • PayPal Mafia handlers • scoffs at privacy • corrupts markets, judges, politicians & gov't agencies



OpenTrial.org

Leader v. Facebook

Facebook — a force for freedom perhaps, but at odds with the rule of law in the U.S.

Federal Corruption
CLICK TO LOOK INSIDE

—Congressional Briefings
—Federal Circuit Censored Docket
—Americans For Innovation Archives
—Disclosures: Exec | Judiciary | USPTO
—Patent Office FOIA Stonewalling

Leader Technologies' invention described the IDE web approach in its U.S. Patent No. 7,139,761, long before IBM stole it and claimed it as their copyright. Experts familiar with IBM's culture know well that this was not in their cultural DNA. To the contrary, IBM was committed to closed, proprietary approaches like AIX and its failed OS/2 operating system. See Fig. 2.

IBM'S BOGUS COPYRIGHT CLAIMS

The table below traces IBM's theft. It gives hard evidence of IBM's fraud in claiming copyrights to Leader's social networking innovations in Eclipse Version 2.0.1 that was released on Aug. 29, 2002. The claim begs the question: "How can IBM claim authorship of code in 2000 that it only first created in 2002 from Leader Technologies already copyrighted ideas?"

All roads in this misappropriation lead to IBM's and NSA's chief outside counsel, Professor James P. Chandler. Coincidentally, after learning about Leader Technologies' innovations in 1999, Chandler agreed to become Leader's director and intellectual property counsel in 2000.

While Chandler pretended to represent Leader's interests, he was secretly feeding Leader's ideas to his deep-pocket clients—IBM and the NSA—as well as crony law firms and their favored clients. This quagmire collusion is unprecedented.

WHITE HOUSE COLLUSION TO PROPEL NSA SYPIING ON AMERICANS AND FEED "THE INTERNET OF THINGS" CRONIES



Two of Chandler's intellectual property law cohorts were IBM's inside counsel, **DAVID J. KAPPOS**, and Assistant Attorney General, **ERIC H. HOLDER, JR.** Magically, in the 2009 Obama White House, Kappos became director of the Patent Office, and Holder became Attorney General. In addition, Chandler's cronies at the **FISA COURT**

granted Holder almost dictatorial powers to the NSA to spy on Americans **without oversight**—just months before Holder was appointed.

U.S. Copyright Officer records show that Chandler filed copyrights for Leader on August 07, 2001. Patent experts have been baffled by this action since Chandler had not yet filed Leader's patents. Hindsight shows Chandler was attempting to introduce Leader's innovations into the public domain, thus destroying Leader's patent claims and making them "open source" by default.

Curiously, on the same day (Aug. 07, 2002), newly uncovered evidence reveals that Chandler quietly joined the board of Eurotech. Eurotech (Ltd., SpA) and its progeny are closely allied with IBM, Microsoft, Cisco and Wind River around "The Internet of Things (IoT)" and the NSA spy platform. Much of this activity takes place in Italy, out of the reach of U.S. law. A managing director of JPMorgan in Italy, and a Fenwick & West client, have been prime movers in Eurotech SpA. Eurotech Ltd.'s successor company, The White Oak Group, currently has over \$1 billion in homeland security contracts—all based on **Leader's 2001 business plans**, copies of which were in Chandler's possession.

INVENTION THEFT, PLAN B

However, review of those copyright filings do not reveal any of Leader's secret sauce, which is probably what Chandler was hoping for. So curiously, two days later, Chandler proposed to Leader that they team with his friends at Lawrence Livermore National Laboratory (LLNL) in Livermore, CA, managed by the University of California Regents.

In this move, **Chandler actually wrote himself into the Leader-LLNL source code custody clause in the agreement** and provided a copy to Fenwick & West. He received Leader's code CD-ROM for supposed safekeeping on about Jun. 05, 2002. **Those innovations were totally absent from all previous releases of Eclipse, and magically appeared just 11 weeks after Chandler took custody of Leader's source code.**

Leader successfully argued at trial to the jury that its innovations were "novel and not obvious." The absence of Leader's innovations in IBM's Eclipse code further reinforces the uniqueness of Leader's invention (i.e., if they were obvious, then IBM would have implemented them).

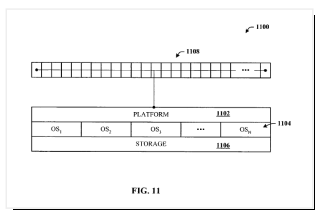


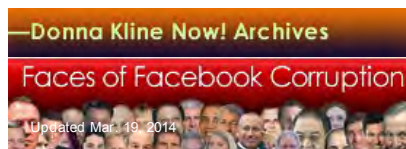
FIG.2—Fig. 11 in Leader Technologies' **U.S. Pat. No. 7,139,761** describing the IDE idea that was coopted (stolen) by IBM and The Eclipse Foundation and claimed as their original copyright.



FIG. 3—JAMES P. CHANDLER

Leader Technologies' patent counsel. He is also trade secrets and economic espionage counsel to IBM, Patent Office, Congress, the White House, Kappos, Holder, Fenwick & West LLP, NSA, DOE, FBI, Justice Department, Judiciary.

Photo: NIPLI.



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Contacting the Congress

FINANCIAL HOLDINGS OF OBAMA POLITICAL APPOINTEES, BY AGENCY

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BLOG ARCHIVE (New, 1/20/14)

▼ **2015** (23)

► **September** (2)

► **August** (3)

► **July** (3)

▼ **June** (3)

JUSTICE ROBERTS FAILED TO DISCLOSE SUBSTANTIAL OBA...

IBM LIED ABOUT NSA SPY PLATFORM

CONGRESS SANCTIONED LYING TO COURTS AND GOVERNMENT...

► **May** (3)

► **April** (4)

► **March** (3)

► **February** (1)

► **January** (1)

► **2014** (26)

► **2013** (28)

► **2012** (6)

UPDATE MAR. 25, 2014

FIVE CRITICAL AFI POSTS ON JUDICIAL COMPROMISE

Fully updated Mar. 25, 2014 in the wake of the Scribd censorship:

1. HOW PATENT JUDGES GROW RICH ON THE BACKS OF AMERICAN INVENTORS



Patent Office filings are shuffled out the USPTO backdoor to crony lawyers, banks and deep-pocket clients.

2. WAS CHIEF JUSTICE ROBERTS BLACKMAILED into supporting Obamacare by his ethical compromises in Leader v. Facebook?

3. JUSTICE ROBERTS MENTORED

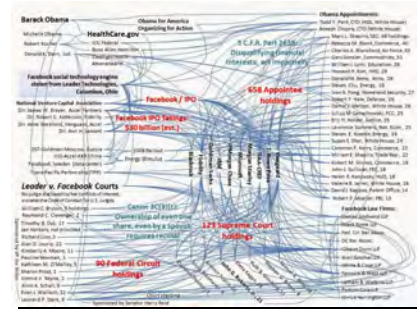
Facebook Gibson Dunn LLP attorneys.

See [HIJACK OF THE CYBER WORLD TIMELINE AND DATABASE](#) for supporting evidence. See also [PDF version](#).

4. **JUSTICE ROBERTS HOLDS**
substantial Facebook
financial interests.
5. **JUDGE
LEONARD
STARK
FAILED** to
disclose his
Facebook
financial interests and his reliance on
Facebook's Cooley Godward LLP attorneys for his
appointment.

BARACK OBAMA'S DARK POOLS OF CORRUPTION

Click to enlarge



[CLICK HERE FOR WASHINGTON'S ETHICAL DISEASE DISCOVERIES RE. FACEBOOK "DARK POOLS"](#)

STOP FACEBOOK PROPERTY THEFT



WILL HUMANKIND EVER LEARN? Facebook's Orwellian doublespeak about property and privacy (theft) merely repeats the eventual dehumanization of the individual under MAO's Red Star, Stalin's SOVIET Hammer & Cycle and Hitler's NAZI Swastika. Respect for the inalienable rights of each individual is a bedrock value of democracy. The members of the Facebook Cabal abuse this principle at every opportunity. They evidently believe that they deserve special privileges and are willing to lie, cheat and steal in order to treat themselves to these privileges.

ASK CONGRESS: PASS THE INVENTOR PROTECTION ACT!

CONCLUSION—HAVE WE BUILT OUR INTERNET HOUSE ON SHIFTING SAND?

IBM lied to members of The Eclipse Foundation by claiming that critical components in version 2.0.1 introduced on Aug. 29, 2002 were owned by IBM, when in fact, they were provided to IBM by James P. Chandler and Fenwick & West LLP after Chandler took custody of Leader's source code 11 weeks earlier, on Jun. 05, 2002.

Note: JPMorgan's Eclipse membership is notable given the bank's substantial financial involvements with Facebook, IBM et al. JPMorgan issued IBM a \$10 billion line of credit prior to selling its PC Group to the Chinese See [IBM sold out to Chinese in sale of PC Group in 2004](#). (See also [PDF version](#)). Goldman Sachs played the other side of that deal by extending a line of credit that Lenovo (Beijing) used to purchase the IBM unit—a Ponzi scheme of global proportions. Both JPMorgan and Goldman Sachs underwrote Facebook too—all in the (time national security) family.

The implications of IBM's fraud shake the very foundations of the entire Internet technology world. This returns us to the opening premise: where are we if we are "like a foolish man who built his house on sand." (Matthew 7:26).

IBM'S SOFTWARE COPYRIGHT INFRINGEMENT CONDUCT IS EQUIVALENT TO STEALING AN ORIGINAL MELODY IN MUSIC

In intellectual property law, IBM's lies are fraud, sometimes called "inequitable conduct." IBM's claims in Eclipse version 2.0.1 are the equivalent to you stealing a musician's melody line, writing your own song using that melody line, and then claiming the melody as your original creation.

In Leader Technologies' case, Judicial and Executive Branches are complicit with Professor James P. Chandler and IBM in this theft. Therefore, it falls upon Congress to invoke the Takings Clause of the Fifth Amendment to restore Leader Technologies' property rights. See [Request for Congressional Intervention](#).

* * *

Notice: This post may contain opinion. As with all opinion, it should not be relied upon without independent verification. Think for yourself.

COMMENT

Click "N comments:" on the line just below this instruction to comment on this post. Alternatively, send an email with your comment to amer4innov@gmail.com and we'll post it for you. We welcome and encourage anonymous comments, especially from whistleblowers.

Posted by [K. Craine](#) at 3:38 PM

+1 Recommend this on Google

4 comments:

[Rain Onyourparade](#) June 25, 2015 at 1:31 PM



FIG. 4—ECLIPSE MEMBERS AS OF SEP. 08, 2008, JUST BEFORE THE ELECTION OF BARACK OBAMA. [Click here to see Oct. 27, 2004 Eclipse minutes disclosing members](#). See also [Sep. 17, 2008 Eclipse minutes](#) disclosing members just before Barack Obama's election.

Graphic: Eclipse Foundation.

IBM / The Eclipse Foundation
Version 2.0.1 Source Code, August 29, 2002
<http://archive.eclipse.org/eclipse/downloads/drops/R-2.0.1-200208291828/>
Copyright Notice: <http://www.eclipse.org/legal/cpl-v05.html>
"Common Public License Version 0.5"

d) Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

FIG. 5—IBM / ECLIPSE FOUNDATION COPYRIGHT NOTICE, AUG. 29, 2002. IBM falsely claimed that they had all the necessary copyrights to make Leader Technologies' invention available as "open source" to the Eclipse members. IBM's chief outside counsel, Professor JAMES P. CHANDLER, certainly knew this claim was false since he had filed copyrights on these ideas on Aug. 07, 2001 and filed provisional patent applications on Leader's inventions on Dec. 10, 2002, just three months earlier.

IBM's inside counsel in 2002, DAVID J. KAPPOS, tried to make doubly sure that Leader's patent claims were killed by issuing an unprecedented third reexamination of Leader's patent before he resigned as Patent Office director in 2012. To pull that off, he assigned IBM cronies inside the Patent Office to the reexamination panel. This stunning corruption cannot be more evident in hindsight.

See previous post about Kappos / IBM / Patent Office corruption in Leader v. Facebook: [Patent Office Director David Kappos convened rare secret court with IBM cronies to kill Leader's patent](#).



Graphic: Kushandwizdom.

LEADER TECHNOLOGIES
Inventor Protection Act
(Proposed)

America needs to practice what it preaches.

We have no business lecturing the world about free enterprise and the rule of law, when we permit the investors in Ohio-based innovator Leader Technologies to go uncompensated for the risks they took to help invent social networking . . .

—a technology upon which the President and U.S. government now rely;

—a technology *stolen* by the "Facebook Cabal" who recruited the federal courts and Patent Office into their club of corruption.

Rescind. Investigate. Sanction. Certify.

Contact your representatives. Ask them to pass it.
Real American inventors need your support.
<http://www.contactingthecongress.org/>
<http://americans4innovation.blogspot.com>

Click image above to download a poster-quality PDF optimized for a 11in. x 17in. (ledger-size) poster. America should not be in the business of cheating its entrepreneurial investors simply because the cheaters buy off judges with the money gained from their theft. Such permissiveness is obscene.

LEADER V. FACEBOOK BACKGROUND

Jul. 23, 2013 NOTICE: DonnaKlineNow! has gone offline. All her posts are available as a [PDF collection here](#) (now updated, post-Scribd censorship).

Mar. 20, 2014 READER NOTICE: On Mar. 7, 2014, all of our documents linked to Scribd were deleted by that "cloud" service using the flimsiest of arguments. Some of our documents have been there for two years and some had almost 20,000 reads.

George Orwell wrote in 1984 that one knows one is in a totalitarian state when telling the truth becomes an act of courage.

All the links below were updated Mar. 20, 2014 (many thanks to our volunteers!)

1. [Summary of Motions, Appeal, Petition, Evidence, Analysis, Briefings](#) (FULL CITATIONS) in Leader Technologies, Inc. v. Facebook, Inc., 08-cv-862-JJF-LPS (D. Del. 2008), published as Leader Techs, Inc. v. Facebook, Inc., 770 F. Supp. 2d 686 (D. Del. 2001)
2. Dr. Lakshmi Arunachalam's Censored Federal Circuit Filings ([Archive](#))
3. [Brief Summary](#) of Leader v. Facebook
4. [Background](#)
5. [Fenwick & West LLP Duplicit](#)
6. [Instagram-scam](#)
7. [USPTO-reexam Sham](#)
8. [Zynga-gate](#)
9. [James W. Breyer / Accel Partners LLP Insider Trading](#)
10. [Federal Circuit Disciplinary Complaints](#)



Why not ask Congress to pay Leader (and everyone else the government has stolen software from)? Congress is currently thwarted by corrupt Justice and Executive Branches, but they have the POWER OF THE PURSE, without the need to consult the other two branches, which are currently working against the Republic and for entrenched oligarchies (not that some in Congress are not also... but hopefully not all of them!).

Coincidentally, the Supreme Court just affirmed the Fifth Amendment Taking Clause in a case last week where the government had confiscated raisins from a farmer without compensating him. Why is software different? Both are the fruit of hard work and freedom to create. Excuse the unavoidable reference to fruit.

Somin, I. (June 22, 2015). Property owners prevail in raisin takings case. The Washington Post.

<http://www.washingtonpost.com/news/volokh-conspiracy/wp/2015/06/22/property-owners-prevail-in-raisin-takings-case/>

[Reply](#)



dave123 June 25, 2015 at 4:23 PM

Goldman Sachs, is a Facebook underwriter JPMorgan is also a Facebook underwriter William R. Brody, IBM director, T. Rowe Price director has (5.2% in Facebook an is a shareholder in, Baidu6.9% (China)facebook and baidu are all stolen ideas and the sauce cod Delaware District Court Judge Richard G. Andrews and Chief Judge Leonard P. Stark. hold mountains of investments in JPMorgan and the Facebook cartel, all appointment by Obama, Goldman Sachs and Morgan Stanley; consolodating control of ATM banking networks internationally JP Morgan Chase (received U.S. taxpayer bailout money along with Goldman Sachs, Morgan Stanley and State Street Corporation, but to get consolodating control of ATM banking networks internationally Lehman Brothers had to go the investment bank was forced to declare itself BANKRUPT On September 15, 2008, they say it was necessary for Lehman Brothers to go bankrupt to charm the markets??? fucking bullshit it was all about consolidating control of banking networks WHICH COST THE WORLD TENS OF TRILLION IN DOLLARS

WIKILEAKS WILL YOU exposes all the IMs and Emails on how facebook was stolen i know you got them

[Reply](#)



Arasmus Dragon June 27, 2015 at 11:36 AM

Great job AFI at sticking with this investigation despite the sickly growling of the Facebook hired liars, sorry, attorneys. The facts don't lie.

Now we need to find law enforcers who are not simply lining their pockets.

Whistle blowers at IBM are just what the doctor ordered.

[Reply](#)



K. Craine June 29, 2015 at 5:49 AM

From Sharyl Attkisson

Native Advertising: Corporate Influence in News
Posted: 28 Jun 2015 04:24 PM PDT

This is John Oliver's comedic but effective treatment explaining "native advertising," or the trend toward lack of separation between advertising and news. Keep in mind that native advertising incorporated in news stories is not always disclosed as an ad. I discuss some examples in my book Stonewalled.

Watch HBO's John Oliver on Native Advertising

https://youtu.be/E_F5GxCwizc

[Reply](#)

11. [Federal Circuit Cover-up](#)
12. [Congressional Briefings re. Leader v. Facebook judicial corruption](#)
13. [Prominent Americans Speak Out](#)
14. [Petition for Writ of Certiorari](#)
15. [Two Proposed Judicial Reforms](#)
16. [S. Ct. for Schemers or Inventors?](#)
17. [Attorney Patronage Hijacked DC?](#)



18. [Justice Denied | Battle Continues](#)
19. [FB Robber Barons Affirmed by S. Ct.](#)
20. [Judicial Misconduct WALL OF SHAME](#)
21. [Corruption Watch - "Oh what webs we weave, when first we practice to deceive"](#)
22. [Facebook | A Portrait of Corruption](#)
23. [White House Meddling](#)
24. [Georgia! AM 1080 McKibben Interview](#)
25. [Constitutional Crisis Exposed](#)
26. [Abuse of Judicial Immunity since Stump](#)
27. [Obamacare Scandal Principals are intertwined in the Leader v. Facebook scandal](#)
28. [S.E.C. duplicity re. Facebook](#)

GIBSON DUNN LLP exposed as one of the most corrupt law firms in America



Investigative Reporter Julia Davis investigates Facebook's Leader v. Facebook attorney Gibson Dunn LLP. She credits this firm with the reason why not a single Wall Street banker has gone to jail since 2008. [Click here](#) to read her article "Everybody hates whistleblowers." Examiner.com, Apr. 10, 2012. Here's an excerpt:

"Skillful manipulation of the firm's extensive media connections allows Gibson Dunn to promote their causes, while simultaneously smearing their opponents and silencing embarrassing news coverage."

This statement followed right after Davis cited Facebook's chief inside counsel in the Leader v. Facebook case, Theodore Ulyot, who appears to have helped lead the Leader v. Facebook judicial corruption. Interesting word choices associated with Gibson Dunn LLP: manipulation, smear. Attorneys swear a solemn oath to act morally, ethically, and in support of democratic principles. They promise to conduct themselves in a manner than instills confidence among the citizenry in the rule of law and the judicial system. These promises appear to be meaningless. [Click here for a PDF version of Julie Davis' article.](#)

The Members of Eclipse



- 191 members as of September 9, 2008
 - 23 Strategic Members
- 917 committers, representing 50+ organizations



Strategic Members





Minutes of the Eclipse Board Meeting

Sept 05th, 2002

The fourth meeting of the Eclipse Board was held from 9:30 AM to 4:30 PM CDT on Thursday, September 05, 2002. The location was The Hyatt Regency O'Hare at the Consular Room room, Chicago, Illinois.

The following are the minutes of this meeting.

Stewards in Attendance

Borland	Thornhill, Simon
ETRI *	Kim, Heung-Nam (delegate for Kim, Chae-Kyu)
Fujitsu	Alepin, Ronald
HP *	Rank, Mike
Hitachi	Takanuki, Ryuji
IBM	Nackman, Lee
Instantiations	Johnson, Mark (delegate for Taylor, Mike)
MKS *	Martin, Dave
MontaVista Software	Ready, Jim
QNX	Dodge, Dan
Rational	Bernstein, Dave
Red Hat	Tiemann, Michael
Scapa Technologies	Norman, Michael
Serena Software	Kapitanski, Boris
SlickEdit *	Hintz, Ed
Sybase	Reti, Karl
Telelogic	Chang, Tony
TogetherSoft	Olson, Todd
Trans-Enterprise Integration	Ricker, Jeffrey
* New Stewards elected at the June 5, 2002 Board Meeting	

Stewards who voted electronically

MERANT	Pease, Dave
Instantiations	Taylor, Mike

Associate Members in Attendance

Academic	Barry, Brian
----------	--------------

Eclipse Staff in Attendance

Eclipse Platform PMC	Wiegand, John
Eclipse Platform PMC	Thomson, Dave
Eclipse Tools PMC	Duimovich, John
Eclipse Technology PMC	Barry, Brian
Eclipse communications	Erickson, Marc
Eclipse Chairperson	McGaughey, Skip

Minutes of the Eclipse Board Meeting

Sept 05th, 2002

Agenda

- 1) Introductions
- 2) Individual Steward Update (quick discussion by each Steward about their experience of Eclipse and Critical Issues and focus items)
- 3) New Member Applications and Decisions
- 4) Current Eclipse Update and Status
 - Review, modifications, approval of June 5 Eclipse Board Minutes
- 5) Technology
 - 5.1) Platform PMC status and review of Eclipse 2.0
 - 5.2) Tools PMC update, status, and approval of new tools projects
 - Demo C/C++ Dan Dodge
 - Demo COBOL Ronald Alepin
 - 5.3) Testing discussion
 - 5.4) Technology PMC Update
 - 5.5) Compliance and Certification discussion
- 6) Scaling Sub Committee
- 7) Marketing
 - 7.1) Marketing Update on visual imagery, Communication Plan, and Web Proposal

Business & Organizational Section

Selection of new Eclipse Member Organizations

The following organizations were approved for membership in the Eclipse Board: SlickEdit Inc., MKS Inc., ETRI (Electronics and Telecommunications Research Institute), HP Company. The list of Eclipse Member Organizations is provided at www.eclipse.org.

Selection of new voting members of the Eclipse Board (Stewards)

The following individuals were approved as Stewards and voting members of Eclipse Board:

Member Organization	Steward
SlickEdit Inc.	Hintz, Ed
MKS Inc.	Martin, Dave
ETRI	Kim, Chae-Kyu
HP Company	Rank, Mike

The Board unanimously agreed to extend an invitation to Oracle to join the Board. This is the same type of invitation that the Board extended to SUN and BEA after the March Board Meeting. Under this invitation, Oracle would be pre-approved to join the Board with the agreement that Oracle would meet the same selection criteria as any other Member Company and would sign the same Membership Agreement that all Eclipse Member Companies sign.

Minutes of the Eclipse Board Meeting

Sept 05th, 2002

Scaling Subcommittee Report

The following is a summary of the Scaling subcommittee presented to the Board for discussion: Lee Nackman reported the deliberations and recommendations of the scaling subcommittee. The subcommittee members included: Lee Nackman (chair), Dan Dodge, Karl Reti, Dave Thomson, David Pease, Dave Bernstein, Jeffrey Ricker, Todd Olson. Michael Tiemann and Skip McGaughey were added to the Scaling committee.

The problem statement for the subcommittee included: The Eclipse Board has grown from 9 members to 21. The membership crosses many time zones in Europe, North America, and Asia. The requests for board memberships are continuing. There are request and inquiries from analysts and vertical industry groups to join the board. The Board is facing a critical stage where the issues of size, criteria for membership, membership application process and manageability of the Board affects the ability to communicate, coordinate, and control the Board activities needs to be successful. At the June Board meeting, the Stewards began to address these issues by forming a Scaling Subcommittee. Lee Nackman reported that there were 2 different kinds of scaling that the subcommittee is addressing. The first is how to scale the size of the Board; the second is to determine “how to get the work done.”

Each Steward defined the 3 highest-priority objectives for the eclipse.org Board. The summary and synthesis of this poll as presented to the Board included:

- Enable multiple tool providers to deliver Eclipse-based products
- Provide reliable core platform technology
 - Support large-scale, mission-critical, localizable development environments
 - Transparent integration from multiple vendors
- Balance platform functionality vs. commercial opportunities
- Establish critical mass
 - Eclipse legitimacy and ubiquity
 - Dominant (non-MS) tools platform for enterprise software development
 - Vibrant developer community contributing to the platform
- Enable company contributions to enhance reputation and visibility in enterprise software development market

The subcommittee identified two key enablers to the Stewards objectives. These included: 1) a healthy open source project with diverse participation, and 2) successful Eclipse-based commercial products, which, in turn, promote “Eclipse inside”. These two enablers are both complementary and conflicting. The business desires to promote commercialization must be achieved without “tainting” the open source project. The two enablers require different skills and serve different communities/cultures. The subcommittee reaffirmed the need and importance of separating the consortium from the open source project.

These two enablers define Eclipse to be composed of 2 communities. The Eclipse Open Source Project and the Eclipse Consortium. The Open Source Community is composed of the PMC projects, which builds the technology and is run by a contribution-based meritocracy of developers and project leaders. The Eclipse Consortium is a community of companies shipping or planning to ship Eclipse-based products, which promotes Eclipse, and coordinates the commercial activities with the Open Source Project. The operational model of the Consortium would be

Minutes of the Eclipse Board Meeting Sept 05th, 2002

- Board Membership requires declaring support and intent
- Subcommittees do the real work
- Focus is on commercialization, joint marketing/advertising coordination, interoperability, promotion of eclipse technology in the commercial community
- Maintains supportive but arms length relationship to open source project
- Consortium speaks “about” the open source project – not “for” it.

The operational model of the Open Source Project would be:

- All contributors welcome – commercial, academic, open source, free software, large companies, individuals
- Consortium members influence by contributing and the influence is proportional to contribution
- Focused on making the technology better for all users and promoting Eclipse in the technical community
- Open Source Project speaks for itself
- Contributors may be a different group than consortium members

The Key question that the subcommittee identified was: “What is the organizational structure that will help us achieve the key enablers without limiting growth?”

The recommendations include:

- Reaffirm separation of open source project and consortium and the purpose of each
- Scale by establishing working subcommittees
 - Chaired by a board member
 - Participants can be delegates appointed by board members
 - Membership subject to active participation
- Current executive committee doesn’t scale: transform into one or more working subcommittees

The discussion at the Board included:

The Board needs to be flexible as the transition occurs from a project that is primarily based upon technology to one with a larger scope. As Eclipse evolves, there need to be processes defined including as examples, technology submission, new member education and involvement, definition of organization structure, and creation of a legal entity. The roles of the subcommittees will change as Eclipse evolves and as the industry evolves. As Eclipse organically grows and develops, Eclipse needs to foster synergy across the communities and collaborative teams need to evolve to solve tangible problems that affect the success of Eclipse.

In the discussion there was consensus that the business of the Board needs to be defined. There was strong consensus that Eclipse needs a clear vision, goals, objectives, strategy, strategic direction, and Roadmap for Eclipse, which includes both the consortium, and the Open Source Project. The Board needs to think through how to construct the vision, “What does Eclipse want to accomplish.” The discussion reaffirmed the fundamental desire to keep the barriers to entry low to bring people into the Eclipse community.

This roadmap on the Open Source Project would include the R3 for the Project PMC, the Tools roadmap, and the desired technological, academic initiatives, as well as a clear discussion of

Minutes of the Eclipse Board Meeting Sept 05th, 2002

interoperability. The roadmap needs more than features and dates. It needs to describe the level and nature of interoperability. Topics need to have their categories and goals. The roadmap needs to serve the needs of the individual member organizations and goes beyond particular subprojects of the next month or next Board meeting.

On the consortium side, Eclipse needs to assure that the current members and new members understand Eclipse direction, strategy, and how it plans to execute to achieve the vision. This includes all facets of Eclipse from membership, marketing, and organization, including legal, subcommittee structure, participation model, contribution models, and organizational structure.

There was agreement the Board needed to define their control mechanism. In general, the Board expressed a need to have control over what is done under the Eclipse auspices. For example the Board has approval rights over new projects, it can replace Eclipse staff. Board members can control Open Source Projects by investing in people to do the work. The control mechanisms need to be clearly articulated and agreed to by the Board.

On specific ideas for subcommittees:

There needs to be a clear definition of what the Board as a whole needs to do versus the authority and responsibilities of the subcommittees. Each subcommittee could be very different in constitution. There could be standing and temporary subcommittees. Each subcommittee needs to have a specific charter that is agreed to by the Board that defines the role, function, vision, and authority and time duration of the subcommittee. The Board and the subcommittees need to address the need to have the subcommittees be composed of active participants. The general recommendation is for the subcommittee chairperson to be pro active, to limit the participation to only active members or their delegates.

The scaling subcommittee suggested there would be a model with a larger number of subcommittees that are smaller in size and topical in focus. There was discussion that the Board could establish a technical subcommittee that would interact with the open source project. There needs to be a coordination mechanism to get the PMCs working together.

There was consensus that the current Executive Committee, with each company having one representative, was not working and did not scale to provide efficient or effective communication or management across the Eclipse communities.

The Board appointed the following Subcommittees and Chairpersons

Marketing --- Dan Dodge of QNX

Legal --- Mike Rank of HP

Scaling / Organization --- Lee Nackman of IBM

The formal election of each of the Subcommittee Chairpersons and the approval of the Subcommittee Charter will be discussed and decided at the December Board. In particular, it is envisioned that a formal process for nominating and electing Subcommittee Chairpersons will be developed and adopted at the December Board.

Minutes of the Eclipse Board Meeting

Sept 05th, 2002

Approval of Minutes from June 2002 Board Minutes

The Stewards unanimously approved the minutes of the June 2002 Eclipse Board Meeting.

Open Source Project Section:

Update on Platform / Project PMC--- John Wiegand & Dave Thomson.

The R2.0.1 Maintenance release has been shipped. The team is working to make this the sustainable platform for the next 12 months. The current view is this will represent a 12 to 18 month release cycle. John Wiegand provided a high level overview of the architecture, which is available on www.eclipse.org.

Update on Tools PMC.

Update on Tools PMC: C/C++ Project--- John Duimovich

The teams are working together and the expectations are being met. Sebastian Marineau of QNX is providing the leadership. QNX, Rational, MontaVista, Red Hat, and IBM support the project. The project is up and running on <http://www.eclipse.org/cdt/>

Update on Tools PMC: GEF Project--- John Duimovich

The project is becoming close to product quality; it is intended to be shipped in products. There are plan synchronization issues between the platform and GEF that are being worked. There are many users in the newsgroups. Details of the project are on <http://www.eclipse.org/gef/>

Update on Tools PMC: Server Tooling --- John Duimovich

Many companies are interested in server based tooling. The activity level is low and the present developers are not as active in the project due to the other obligations.

Authorization of Tools PMC: Create New Project for COBOL

The Eclipse Tools PMC Leader, **John Duimovich**, recommended approval of the creation and starting of the COBOL Project. The Board approved. Fujitsu has assumed the leadership role and has defined the project including roadmap on the www.eclipse.org site.

Authorization of Tools PMC: Create New Project for Collaboration Server

The Eclipse Tools PMC Leader, **John Duimovich**, recommended approval of the creation and starting of the Collaboration Server Project. The Board reaffirmed the importance of collaboration. The Board referred this to the Technology PMC and asked Brian Barry to work with Instantiations to clarify this project.

Minutes of the Eclipse Board Meeting

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Authorization Tools PMC: Create New Project Eclipse Modeling Framework (EMF)

The Eclipse Tools PMC Leader, **John Duimovich**, recommended approval of the creation and starting of the EMF Project. The Board approved.

EMF is an Eclipse Modeling Framework

- Java/XML mechanism for model-driven tool development
- Generate tools and apps from XML models
- EMF provides:
 - A uniform programming model. A suite of tools/products that share a model can integrate through the Java interfaces to that model. This allows much tighter integration and better developer feedback than file interchange.
 - Uniform XML interchange of objects among the tools .
 - Reduced learning curve to add new tools to the suite.

Details of project are on www.eclipse.org

Authorization of Tools PMC: Pursue new Project for Testing and Trace

Mike Norman led discussion of this Testing Framework . It is a collaborative effort between Scapa, IBM, Rational, and Telelogic. The project addresses the issue that today, Eclipse is currently primarily used as an IDE . Eclipse can become an Integrated Test and Trace Environment (ITTE) supporting:

- Application trace capture
- Trace to test conversion
- Automated functional tests
- Automated load/stress tests
- Non-automated test activity definitions
- Test management tools
- Trace and test analysis tools

The Eclipse Tools PMC Leader, John Duimovich, recommended the PMC pursue the creation and starting of the Test and Trace project. The Board approved. Details of project will be on www.eclipse.org shortly.

Update on Technology PMC: Eclipse Research Fellowship and University Programs.

The Eclipse Technology PMC leader, **Brian Barry**, lead the discussion of this project. This project is starting with an initial funding by IBM. There are 12 projects from all over the world. The hope and expectation is other companies will also provide funding as we move forward. Because it is a technology project no Board approval is necessary.

Update on Technology PMC: Creation XML Schema Project

The Eclipse Technology PMC leader, **Brian Barry**, lead the discussion of this project. The project is primarily lead by IBM. This project is:

- Java model for XML Schema edit, modify
- Uses EMF runtime components
- Uses common API's for all XML tooling

Because it is a technology project no Board approval is necessary.

Minutes of the Eclipse Board Meeting

Sept 05th, 2002

Compliance and Certification discussion

Tony Chang of Telelogic presented and lead discussion of issues relating to the need for certification programs for skills and product compatibility. This discussion included proposed goals for a certification program, the limits of Eclipse participation (as a program enabler rather than implementer), and issues relating to the interoperation of plug-ins running on an installed developer platform. There was no action on this proposal at the board meeting.

The Marketing Team presented a summary of recommendations for establishing an identity to associate commercial Eclipse based offerings. This included both a graphic symbol and word marks.

The objective is to provide a consistent way for Eclipse based offerings to identify their association with Eclipse in the marketplace. They differ from the multiple versions of artwork used by the open source community in that they are: consistent, easy to reproduce in a variety of monochrome and color media, used to identify commercial rather than open-source activities of our consortium.

The symbol was received well by the board, Members confirmed the need for separate word marks for products that are created from Eclipse distributions, and for products that plug-in to Eclipse platforms.

Michael Tiemann raised concerns about the establishment of formal use rules for the symbol and word marks. He indicated the need to carefully protect symbols and their meaning, as well as the need to avoid interfering with member brand establishment and equity. Michael agreed to assist the marketing committee by reviewing rules for proposal at the next board meeting.

Adjournment:

The next Board meeting will be Dec 4, 2002 in Dallas, Texas.

The meeting ended at 5:45PM CDT.

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