



# Americans For Innovation

... and against intellectual property theft

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Friday, September 18, 2015

## CARLY FIORINA HELPED SPY STATE SNOOP ON AMERICANS TO BOLSTER HP STOCK

### FIORINA TIMED HP'S INVOLVEMENT TO IBM'S THEFT OF LEADER TECHNOLOGIES' INVENTION IN 2002

CONTRIBUTING WRITERS | OPINION | AMERICANS FOR INNOVATION | SEP. 18, 2015 UPDATED SEP. 21 | PDF

(SEP. 18, 2015)—On Sep. 5, 2002, Carly Fiorina's general manager, Mike Rank, joined IBM's The Eclipse Foundation.

HP joined Eclipse just **one week** after IBM added Leader Technologies' invention to Eclipse Version 2.0.1 on Aug. 29, 2002.

**NEW: SEP. 20:** See previous post re. Timeline for IBM lied about NSA spy platform. HP with CEO Carly Fiorina were primary contributors to the illegal C.I.A. / NSA scheme to: (1) steal innovations from real American inventors, (2) exploit those innovations to, (3) spy on Americans and (4) prop up HP's stock. [Click here](#) for a PDF of just the 2002 timeline.



**FIG. 1— CARLY FIORINA, CEO, HP.** Fiorina sent her general manager, Mike Rank, to join IBM's The Eclipse Foundation to exploit Leader Technologies' new social networking invention, along with Microsoft and the emerging social networking field. HP timed their Eclipse membership (Sep. 5, 2002) just a week after IBM received Leader's invention from Leader's patent attorney, James P. Chandler. Once received, IBM immediately claimed a copyright on the Leader invention and illegally released it at "Open Source" (free for all). No wonder the social networking phenomenon appeared overnight. Everybody enjoyed the blood, sweat and tears of its real inventor—Leader Technologies, Columbus, Ohio.

Photo Hewlett-Packard

Leader's patent attorney, James P. Chandler, had taken custody of Leader's source code just **11 weeks earlier**.

Then, on Dec. 09, 2002, **HP and Microsoft** announced an alliance to exploit Leader Technologies' innovative new social networking framework.

### "FREE" SOCIAL MEDIA WAS CREATED AS A SURVEILLANCE MACHINE. FIORINA HELPED BUILD IT.

**NEW: SEP. 21**  
**FIORINA AWASH IN IBM ECLIPSE FOUNDATION SPY STATE STOCKS**

The joining of HP and Microsoft in Eclipse cemented the C.I.A. / NSA's plan to launch social media as a universal spy state data collection tool.

To give "free" users the allusion of choice, the surveillance tool introduced various brand names like Facebook, Google, Yahoo, Instagram, LinkedIn, Flickr, Twitter, YouTube and Whatsapp. However, under the covers, all data funnels

Updated Aug. 21, 2015

**CLICK HERE FOR HIJACK OF THE CYBER WORLD TIMELINE AND DATABASE**

Request for Congressional Intervention **DOWNLOAD**

PDF We Be  
HTML People

**Social Networking: The True Story**

HealthCare.gov's confiscation of this property cannot stand

**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**

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- Disclosures: Exec | Judiciary | USPTO
- Patent Office FOIA Stonewalling



Almost half of Fiorina's \$59 million net worth invested in principal Spy State Cartel financier, GOLDMAN SACHS.

Fiorina lists over 1,000 holdings in an evident effort to hide her substantial investment in the C.I.A. / NSA Spy State. Her protestations otherwise are hollow.

Click here for Carly Fiorina's 2014 Financial Disclosure (4.6 MB).

- 1 Abbott Laboratories
- 2 Accenture (Obamacare)
- 3 Adobe
- 4 AOL
- 5 Apple
- 6 AT&T
- 7 Bank of America, various (Facebook underwriter)
- 8 Barclays (Facebook underwriter)
- 9 BlackRock, various
- 10 Boston Scientific
- 11 CBS
- 12 CGI Group (Obamacare)
- 13 Chevron
- 14 Cisco
- 15 Citigroup (Facebook underwriter)
- 16 Comcast
- 17 Credit Suisse (Facebook underwriter)
- 18 Deutsche Bank (Facebook underwriter)
- 19 Ebay
- 20 EMC
- 21 Expedia (Microsoft)
- 22 Facebook (Leader v Facebook judges all held stock in Facebook)
- 23 Fedex
- 24 Fidelity, various
- 25 Fidelity Contrafund <= \$500k (largest mutual fund investor on Facebook)
- 26 Fiserv
- 27 GE
- 28 GOLDMAN SACHS <= \$24 3m
- 29 Groupon
- 30 HP (IBM, Microsoft co-thief)
- 31 Intel
- 32 IBM (sold 750 patents to Facebook pre-IPO)
- 33 iShares <= \$5 3m
- 34 JPMorgan <= \$1 1 (Facebook underwriter)
- 35 LinkedIn (IBM, Microsoft co-thief)
- 36 Microsoft (IBM, Microsoft co-thief)
- 37 Morgan Stanley (Facebook underwriter)
- 38 News Corp
- 39 T Rowe Price (Facebook Top 10)
- 40 Raymond James (Facebook underwriter)
- 41 Royal Bank of Canada (Facebook underwriter)
- 42 Royal Bank of Scotland
- 43 Salesforce .com
- 44 State Street (Facebook underwriter)
- 45 TIBCO
- 46 Time Warner (Facebook underwriter)
- 47 UBS (Facebook underwriter)
- 48 Wells Fargo, various (Facebook underwriter)
- 49 Verisign
- 50 Verizon
- 51 Walmart (Accel Partners, James W Breyer)
- 52 Walt Disney (ABC)
- 53 Xerox (IBM, Microsoft co-thief)

Graphic: IBM Eclipse Foundation

through the NSA / C.I.A., much of it offshore, out of the reach of U.S. law.

## 2/3RDS OF FIORINA INVESTMENTS ARE IN THE SPY STATE CARTEL. SHE IS A SPYMASTER DARLING.

The Spy State Cartel funded this activity through accomodating regulators, eager banks, unscrupulous law firms, offshore money laundering, crooked judges and patent examiners, crony mutual funds and a fake 2008 banking crisis. In short, the Spy State Cartel no longer needs money from Congress.

With IBM, HP, and Microsoft all on board, the NSA and its godfather, James P. Chandler, had a universal backdoor to all user data globally.

Carly Fiorina remained HP CEO until 2005, so her involvement in the C.I.A. / NSA Spy State infrastructure development is unmistakable.



**FIG. 2— CARLY FIORINA, CEO, HP, FULLY COOPERATED WITH THE NSA/C.I.A. IN BUILDING THE CARTEL SPY STATE.** Fiorina sent her general manager, Mike Rank, to join IBM's The Eclipse Foundation to exploit Leader Technologies' new social networking invention, along with Microsoft and the emerging social networking field. HP timed their Eclipse membership just a week after IBM received Leader's invention from Leader's patent attorney, James P. Chandler. Once received, **IBM immediately claimed a copyright** on Leader's invention and illegally released it at "Open Source" (free for all)

**NEW, SEP. 09:** Within 12 weeks of joining Eclipse, **HP and Microsoft** issued a joint press release announcing their partnership to integrate the Leader Technologies' XML-based innovations into their historical Visual Studio interface development framework, just like IBM was working on for Websphere. Bottom line, these software companies exploited their monopoly powers to crush the innovator, Ohio-based Leader Technologies, in order not to lose their market dominance to an entrepreneurial innovation that threatened them

Graphic: AFI

\* \* \*

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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](mailto:amer4innov@gmail.com) and we'll post it for you. We welcome and encourage anonymous comments, especially from



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## CONGRESS CONTACT LOOKUP

### 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)
  - CARLY FIORINA HELPED SPY STATE SNOOP ON AMERICANS ...
  - SPY STATE CARTEL HAS TAKEN OVER THE DIGITAL WORLD
- August (3)
- July (3)
- June (3)
- 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.
4. **JUSTICE ROBERTS HOLDS** substantial Facebook

whistleblowers.

Posted by [K. Craine](#) at 3:08 PM

+2 Recommend this on Google

# 1 comment:



[Rain Onyourparade](#) September 20, 2015 at 3:09 AM

I knew Fiorina had to be dirty! One cannot get on top of the heap out here in Silicon Valley without paying one's dues to the devil. Taking bets her mainstream media sycophants will try to ignore her unseemly past. Sure, let's have a President who helped secretly fund the spy state so she could prop up her ailing HP stock. Wonderful values to emulate. Who elected her a goddess anyway? Chandler of course. All hail the Great and Mighty Secret One. Why bother having elections and laws? We'll just dispense with all that and make pilgrimage to the Great Chandler to tell us what to do. Tom Clancy wouldn't write this nightmare.

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financial interests.

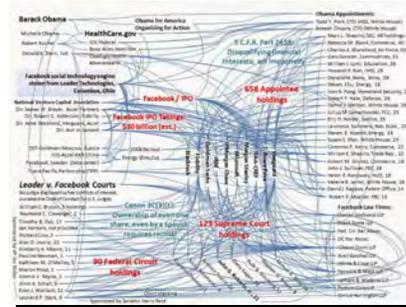
5. **JUDGE LEONARD STARK** FAILED to disclose his Facebook



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!

# TIMELINE OF IBM'S ECLIPSE FOUNDATION THEFT OF LEADER TECHNOLOGIES COPYRIGHTS

Date	James P. Chandler Actions	Java functions		
		Leader Technologies' Invention Secret Sauce. Source: USCourts	IBM / Eclipse (containing Leader magic sauce)	
<b>Aug 07, 2001</b>	<b>Filed Leader copyrights TXu001114757 and TX0005811257.</b>	<p>When Leader engaged Chandler's counsel on Apr. 06, 2000, Leader had already invented:</p> <ul style="list-style-type: none"> <li>• SessionState.java</li> <li>• CollectionsFactory.java</li> <li>• Framework.java</li> <li>• Traversal.java</li> <li>• Abstract*.java (56 classes) (hooks for apps)</li> <li>• Board/Context*.java</li> <li>• Other . . .</li> </ul> <p>None of these Leader innovations were present in versions of Eclipse prior to 2.0.1. They all magically appeared on Aug. 29, 2002—eleven weeks after Chandler took custody of Leader's source code.</p>	None	
Aug 07, 2001	Joined Eurotech board			
Aug 09, 2001	Recommended Lawrence Livermore (LLNL) Smart Camera project			
Aug 28, 2001	Recommended Fenwick & West LLP			
<b>Nov 29, 2001</b>	<b>Formed Eclipse with \$40m IBM funds</b>			Eclipse version 1.0 (12.6 MB) None
Mar 21, 2002	Received Leader-Harvard Initiative proposal			
<b>Jun 05, 2002</b>	<b>Took custody of copyrighted Leader source code for LLNL project</b>			
Aug 09, 2002	Chandler issued \$30K fee blackmail ultimatum to Leader			Eclipse version 2.0 (1.12 MB) None
<b>Aug 29, 2002</b>	<b>(Eclipse introduced radical new version 2.0.1 code and false IBM copyright claims)</b>			<b>Eclipse version 2.0.1 (109 MB)</b>
Aug 30, 2002	Chandler met secretly with Maryland officials re. IBM / Patent Office (Kappos) initiatives in conflict with his Leader representation			<p>These java classes were added to Eclipse 2.0 just 11 weeks after Chandler took custody of Leader source code:</p> <p>Eclipse only slightly renamed Leader's innovative modules:</p> <ul style="list-style-type: none"> <li>• State.java</li> <li>• CollectionHandle.java</li> <li>• Frame.java</li> <li>• TraverseEvent.java</li> <li>• Abstract*.java (69 classes)</li> <li>• Context*.java</li> <li>• Other . . .</li> </ul> <p><b>IBM claimed year 2000 copyrights on this code,</b></p> <p>. . .yet described them as "initial API" implementations in version 2.0.1 (NOTES: "interim API that is still under development...").</p> <p>IBM failed to disclose Leader Technologies' copyrights, that were filed by James P. Chandler. Chandler, as IBM's counsel too, cannot claim ignorance of his client's actions.</p> <p><b>Chandler's Aug. 30, 2002 claims to Maryland officials show solicitation for IBM and the Patent Office.</b></p> <p><b>See also Fig. 4 below re. IBM's false claim of ownership to Leader Technologies copyrights.</b></p>
Sep 05, 2002	Hewlett-Packard (HP) joined Eclipse, Carly Fiorina, CEO			
Dec 09, 2002	Hewlett-Packard (HP) and Microsoft issued joint press release to exploit Leader innovations in Visual Studio, just like IBM was working on for Websphere (later branded the "Eclipse IDE")			
Dec 10, 2002	<p>Filed Leader provisional patent (without including full source code that had been in his custody since June 5, 2002)</p> <p>Chandler's Eurotech progeny enjoy close NSA relationships and \$1.2b homeland security contracts.</p> <p>Chandler's protégé Eric H. Holder, Jr. became Barack Obama's Attorney General.</p> <p>Chandler's protégé at IBM, David J. Kappos, became director of the Patent Office.</p> <p>Fenwick &amp; West LLP represents Facebook in securities and patents.</p> <p>Neither Chandler nor Fenwick disclosed legal conflicts of interest to Leader as was their duty per the Rules of Professional Conduct and propriety.</p>			

The Wininchina, Inc.

IBM/Fenwick/Chandler/Breyer/Accel/Soros goal:  
Steal from American inventors and exploit inventions  
thru China with C.I.A./In-Q-Tel cooperation

### 3 COVERT OPERATION TO SPY ON AMERICANS

Eclipse = Cover up the U.S. Constitution

1

Leader Technologies, Inc.  
U.S. Patent No. 7,139,761  
for social networking

Leader hired  
Chandler & Fenwick  
as custodians to  
protect their  
inventions

C.I.A.

The Eclipse Foundation

2

Strategy  
Professor James P. Chandler  
Fenwick & West LLP  
Chandler & Fenwick  
secretly fed Leader's  
invention to the CIA via  
IBM and Eclipse

#### Technology

- IBM
- Microsoft / HP
- Eclipse Foundation  
Eclipse IDE
- NSA PRISM:

09/11/07 Microsoft  
03/12/08 Yahoo  
01/14/09 Google  
06/03/09 Facebook  
12/07/09 PalTalk  
09/24/10 YouTube  
02/06/11 Skype  
03/31/11 AOL  
10/01/12 Apple (one  
year after Steve Jobs  
died)

#### Disinformation (pollute facts)

- Stratfor (ABC, NBC,  
CBS, CNN, CNBC,  
MSNBC, FOX,  
Comcast, BBC)



#### Confiscation

- David J. Kappos
- Patent Office Judges  
& Examiners
- Federal Circuit

#### Fronts

- Facebook
- LinkedIn
- Instagram
- Common Core / MOOC
- Pinterest
- Groupon
- Zynga
- Mail.ru (Russia)
- Eurotech, Ltd.
- Eurotech SpA (Italy)
- The White Oak Group
- James LLC (Caymans)
- Accel Partners LLP
- IDG-Accel (China)
- IDG Capital (China)
- Baidu (China)
- Wininchina, Inc.
- Microsoft
- athenahealth/Castlight Health
- IBM
- Lenovo (China)
- Tsinghua University (China)
- Nat. Ven. Cap. Assoc.
- Soros Fund Management LLC

#### Funding

- C.I.A. – In-Q-Tel
- JPMorgan
- Morgan Stanley
- UBS
- Citigroup
- Wells Fargo
- Barclays
- Goldman Sachs
- T. Rowe Price
- Vanguard
- BlackRock
- Bank of America
- Fidelity
- TIAA CREF
- Baillie Gifford
- HSBC

#### Legal Hitmen

- Gibson Dunn LLP
- Cooley Godward LLP
- Fenwick & West LLP
- Latham & Watkins LLP
- Orrick Herrington LLP
- White & Case LLP
- Weil Gotshal LLP
- Perkins Coie LLP
- Blank Rome LLP
- Fed. Cir. Bar Assoc.
- DC Bar Assoc.
- Harvard Law
- Stanford Law
- Yale Law

#### Corrupting Litigation & Lawmaking

- Eric H. Holder, Jr.
- John G. Roberts, Jr.
- Justice Department
- Judicial Conference
- Judiciary Committees
- Federal Judiciary
- FISA Court
- America Invents Act
- HealthCare.gov
- Fast & Furious / AP snooping
- IRS targeting
- Net Neutrality
- Trans-Pacific Partnership (TPP)
- Iran Deal
- "Safe harbor concept" used as  
ethics excuse for *carte blanche*  
judicial financial nondisclosure
- False Statement Accountability  
Act of 1996 (these people may  
lie to courts, Congress and The  
People without liability)

What other than capitulation to CIA threats could  
have gotten these competitors to fall in line?

Is the solar eclipse symbol of Islam just a coincidence?

Qur'anic Scholar: "If a Muslim feels threatened, he is permitted to lie to 'people of the book' (Infidels: Christians, Jews, Westerners)."  
See Q. 98:6, 3:51, 3:28. Does this sound like an Administration we know?

Notice: This document may contain opinion that should not be  
relied upon without independent verification. Think for yourself.

<http://americans4innovation.blogspot.com/2015/07/facebook-started-by-cia-as-spy-state.html> Rev. Jul. 18, 2015

# Minutes of the Eclipse Board Meeting Sept 05<sup>th</sup>, 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
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## **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 05<sup>th</sup>, 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](http://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:

<b>Member Organization</b>	<b>Steward</b>
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 05<sup>th</sup>, 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 05<sup>th</sup>, 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 05<sup>th</sup>, 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 05<sup>th</sup>, 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](http://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](http://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

## Sept 05<sup>th</sup>, 2002

### **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](http://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](http://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 05<sup>th</sup>, 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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