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

(FUN, 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.

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.
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 collusio is unprecedented.

WHITE HOUSE COLLUSION TO PROPEL NSA SPYING 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 JP Morgan 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 innovations.

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) to 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 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).
The following timeline shows key Chandler actions with IBM, Eclipse and Leader source code developments. One unmistakable conclusion is that IBM falsely claimed copyrights on ideas that were clearly Leader Technologies’ in its Eclipse 2.0.1 release. 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.

See HIJACK OF THE CYBER WORLD TIMELINE AND DATABASE for supporting evidence. See also PDF version.

<table>
<thead>
<tr>
<th>Date</th>
<th>James P. Chandler Actions</th>
<th>Leader Technologies’ Invention Secret Source: USCourts</th>
<th>IBM / Eclipse (containing Leader magic sauce)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug 07, 2002</td>
<td>Filed Leader copyrights, TX000114797 and TX00011372</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Aug 07, 2002</td>
<td>Joined Eurotech board</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aug 09, 2002</td>
<td>Recommended Lawrence Livermore (LLNL) Smart Camera project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aug 28, 2002</td>
<td>Recommended Fenwick &amp; West LLP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nov 29, 2001</td>
<td>Formed Eclipse with $40m IBM funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mar 21, 2002</td>
<td>Received Leader-Harvard Initiative proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jun 05, 2002</td>
<td>Tock custody of copyrighted Leader source code for LLNL project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aug 09, 2002</td>
<td>Chandler issued $30K fee excessively to blackmail ultimatum to Leader</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aug 29, 2002</td>
<td>(Eclipse introduced radical new version 2.0.1 code and false IBM copyright claims)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aug 30, 2002</td>
<td>Chandler met secretly with Maryland officials re. IBM / Patent Office (Kappos) initiatives in conflict with his Leader representation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sep 05, 2002</td>
<td>Hewlett-Packard (HP) joined Eclipse, Carly Fiorina, CEO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dec 09, 2002</td>
<td>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”)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dec 10, 2002</td>
<td>Filed Leader provisional patent (without including full source code that had been in his custody since June 5, 2002)</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

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.

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 here for Washington’s ethical disease discoveries re. Facebook “Dark Pools”

STOP FACEBOOK PROPERTY THEFT

We see. We “like.” We steal. STOP FACEBOOK PROPERTY THEFT.

Click to enlarge
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 amerinnov@gmail.com and we'll post it for you. We welcome and encourage anonymous comments, especially from whistleblowers.

4 comments:

Rain Onyourparade June 25, 2015 at 1:31 PM
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 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.


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. Invid mountain of investments in JPMorgan and the Facebook cartel, all appointment by Obama, Goldman Sachs and Morgan Stanley; consolidating control of ATM banking networks internationally J P Morgan Chase (received U.S. taxpayer bailout money along with Goldman Sachs, Morgan Stanley and State Street Corporation, but to get consolidating control of ATM banking networks internationally Lehman Brothers had to go the investment bank was forced to declare itself BANKRUPT On September 13, 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 Attlikson
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

ACTUATE.  beo  Sopera  Borland  Computer Associates
INNOOPRACT

WIND RIVER  SYBASE  SAP  itemise  IBM  Intel

DevZuz  Zend  The php Company  Cloudsmith  Motorola

Nokia  Oracle  Sonatype  Brox  IONA

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](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:

<table>
<thead>
<tr>
<th>Member Organization</th>
<th>Steward</th>
</tr>
</thead>
<tbody>
<tr>
<td>SlickEdit Inc.</td>
<td>Hintz, Ed</td>
</tr>
<tr>
<td>MKS Inc.</td>
<td>Martin, Dave</td>
</tr>
<tr>
<td>ETRI</td>
<td>Kim, Chae-Kyu</td>
</tr>
<tr>
<td>HP Company</td>
<td>Rank, Mike</td>
</tr>
</tbody>
</table>

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.
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
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 proactive, 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.
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](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.
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 interoperability 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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