PulpWeave

Monetized open cloud development methodology

An Intellectual Capital Digital Domain

Monetized open cloud development: an intellectual capital digital domain to redefine intellectual pseudo property into a frictionless, transaction-less, many to many domain, with the object of network effect capital formation.

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PulpWeave

Conceptual Introduction:

PulpWeave is the intersecting point between technology ideas and their commoditization and commercialization. The cloud is the place to be. Monetized intellectual capital formation the preferred methodology.

Pulpweave seeks to tear apart the divide between producer and consumer. In the modern social age, consumption requires the extrapolation of value and its recreation into new value. To consume is to create: "I consume therefore I create" is where intellectual capital finds traction.

The first question to ask is: "what is the itch?" The itch is the failure of the current arsenal of intellectual property tools to address the digital age generally, software code specifically and allow for profits to cover for the risk premium that technological innovation requires.

What is PulpWeave? It's a private contract for the aggregation of code, its distribution and the proper financial compensation of its contributors. It's a private domain- an intellectual capital digital domain, based on contract law. In short an intellectual capital contractual domain.

Property rights foster economic coordination, knowledge capital encapsulation fosters integration of specialized software knowledge. It supports a clear division of knowledge and a greater understandability of evolving systems by letting us understand the evolving complexity in meaningful chunks. By allowing objects to be market determined, evolution is traction determined. Instead of making fixed systems, who's brief is obsoleted before it is brought to market, a capital market for knowledge raises the prototyping paradigm center stage. Once a prototype can be proven in a market determined commercial activity, a business case can be made. And only when that happens can an enterprise grade solution be specified.

The Problem:
Fundamentally there is no such thing as Intellectual Property. Its not a Sovereign Construct, it's a Common Law Contract based on Trade Secret law under state, not federal law. A case can be made that Intellectual Property stands in opposition to the constitutional guarantees protected by the institution of the Patent and Trademark Office.

Patents protect an industrial process. Copyright protects verbal expression. They are the creation of the 19th century literary and industrial age. No law of Congress, of the European Parliament or Japan protects Intellectual Property as such; China does not even recognize the classification. The idea behind IP grew out of the desire to protect "know how", and possibly profit from it. The basic foundation of IP rests on the proposition that know how can be defined but cannot be patented. A corporation's employees can be made to contractually not disclose this know how to anybody outside the organization. Know how can be written up logically in such a manner as to appear to be protected by copyright. But of course it cannot be given that grant since copyright

presupposes distribution (printing) and protects the expression and not the ideas, consequently, if it was no longer a trade secret proper it would have no value to the corporation. The value comes from the fact that a trade secret can be shared with another entity on condition that the reciprocating party will not share that with anybody else. This contract can be properly referred to as a license. This license of course generates profit and needs to be accounted for separately. If anything generates revenue, and hopefully profit it is subject to taxation. If it can be taxed it exists as property. Corporations of course prefer copyright over patents because copyright has the presumption of moral rights which means it can control its use and those rights last the life of the author plus seventy years while patents only last twenty odd years. The advantages of subjecting one self to moral rights is that one can claim the right to complete control over who gets to use the art, where and when. The final building block of Intellectual Property rests on avoiding the ruinous practice of making illegal copies where price elasticity has exceeded a potential user's economic means. The solution was to ban de-compilation and the means by which this is done both in hardware and software (DMCA). This de facto eliminates fair use and one's ability to modify a protected work. It also eliminates one's ability to read, review and study a supposedly protected subject matter. The basic premise of patent and copyright was to grant a monopoly in exchange for adding that knowledge to the community. The fundamental failure of the patent system is that if a patent is valid, that only gives the patent holder a right to exclude others. But that does not mean that he has the right himself to use that patent for all patents are dependent on upstream patents upon which his patent is based, resulting in a perfect stalemate between upstream innovators and downstream innovators. The only way out is violating the law or enforced cross licensing with high transactional costs and subject to expensive and expansive interference on the part of the Justice Department under the guise of anti-trust, by the courts via judicial protagonism, and from uninformed jurors.

Open Source, which makes up the bulk of code available for review, and the bulk of code used in Cloud implementations and Google software implementations, instead rests on the opposite values. Namely it rests on fair use and the ability to modify a protected work. But the profit motive is taken away. While bragging rights are retained there is no way to profit from it. It's a power play not a financial play, and power corrupts absolutely.

The basic fallacy of open source rests on false premises. It goes against the basic tenant of civilized society, namely that "we are one nation under God, one individual under the law". It is a direct attack on the legal system, for by undermining the rule of law, it undermines the very concept of property- at least that is its aspiration. Fundamentally it is based on simple ideals: Sacrifice: individuals give up their individuality to belong to the community. Renunciation: Individuals give up competing relationships outside of the community. Mortification: individuals give up their identity in order to subject themselves to a community controlled identity. Economic disenfranchisement: They lose their community status if they choose to leave the community, thus they loose their time investment. Communion and transcendence: by forfeiting individual rights, communion within the hive is exalted, thus resulting in auto regulating, self subjectification group think, where errors are the domain of self confessed individual sins, the successes being the result of dominant group logic. Call it "the hive", call it a "herd mentality" call it what you want but group think is not designed to innovate, its designed to only to raise the common denominator one step higher. The happy accident that made it all happen was Linus Torvalds, that having no means to monetize his kernel, gave it up for a song and a dance.

PULPWEAVE will attempt to solve all the above issues. The basic premise is that within the contractual domain a contributor is free to modify any code to his liking and include it in his code provided the original contributor is compensated for his work. Since Pulpweave acts as the distributor the process of compensating both upstream and downstream innovators is automatic.

The innovator will have no control over his contributions but will have the ability to determine the price of his contribution within the distribution. He can claim his Copyright or patent where legal, he can safeguard behind a trade secret provision, or, he can introduce his contributions into a intellectual capital contractual domain. More to the point, Pulpweave seeks to broaden the reach of protectable contributions to ideas not just processes, thus guaranteeing protection to what patent and copyright purposefully does not protect. In short it creates through contract law a sui generis protection to what is not currently protected.

Copyright and patents are based on the following nineteenth century concepts:

A) Original Ideas
B) Expression (through language or process)
C) Monopoly Power
D) Preservations of the Commons

Where it is stated that in order to avoid C, which will damage D we refute A and grant only B.

The underlying premise was that monopolies would be granted for limited time provided the information was shared with the community so the cumulative gain would be greater than the sum of its parts, one layer of knowledge building on the foundations of other layers.

What PULPWEAVE proposes in an age of monopolies based on Trade Secrets is to grant protection to original ideas extended to include process, principle, application, expression, hierarchy, structure and visual representation of actionable commands. In short to grant A + B provided C is limited strictly to the determination of economic incentive necessary to maintain D.

Since 1989 the US has subscribed to the Berne Convention. Moral rights are detrimental to science and technology. Within the Pulpweave intellectual capital contractual domain, once you have determined what you want to charge for your line of code, what others do with it is entirely up to them. Its not free software, its software free of control, commoditized and commercialized with automated rights management free of one on one negotiation.

There is no valid reason that code written for one industry should not be freely modified for use in another industry thus allowing for sunk costs to be recouped through other's adaptation. Re-use and re-engineering of existing code is a net benefit to both the originator and the community at large.

The fundamental benefit of a contractual domain is the intersection between advanced business engineering and the specialized knowledge necessary to make it work in code. One can have a specialized perspective on the whole (of an industry, or vertically integrated process) or on a specialized technical subset, but never both. Extramediation requires the will to innovate, economize and modify fundamental relationships. But even the most hardened entrepreneur requires specialized knowledge, and absent a means to find said knowledge and the ability for him to share the profits of his activity, specialized technical knowledge will never meet its true revenue potential.

Entrepreneurship rests on taking risks by combining capital, ideas and people in new ways. Business people eliminate all risk by financially engineering inputs into outputs. The "sunk costs" model of software innovation is incompatible with financial engineering for there is only a low probability of profitable output. And while risk taking is the domain of entrepreneurship, those risks must be in some way addressed. The advantage of the PulpWeave contractual domain is that

the entrepreneur can access the specialized technical knowhow without having to re-invent the wheel. The advantage to financial engineering is that it can distribute its sunk costs beyond the immediate investment.

A “good idea”, “expertly developed and codified” is still in need of deployment, marketing, sales and collection. A good idea might not be economically viable considering the cost of bringing it to market. And a technically proficient specialization might only have one customer in the industry in which one has industry knowledge. It therefore follows that being able to leverage specialized knowledge over differing industries, eliminates the risks of sole customer, the execution risks in management of the business process, marketing, sales and the like. Specialized technical work is the domain of specialized technical people. The marketing of such should be left to people with the specialized marketing knowledge to do so. Putting them together under the same roof perverts the results of both specializations. For once code is delivered, the only contribution innovating coders can do is one of sales support and maintenance, a separate and specialized function in its own right. Design engineering is in stark conflict with process engineering, it does not matter whether your designing barbed wire or the latest social media app. Design engineering is entrepreneurial, it requires knowing what components are available, what production technology is available, working with marketing and sales to either match demand or create demand and constantly innovating and pushing the boundaries of what is deemed possible. Process engineering is business, it seeks to eliminate or control every independent variable, boil down every process to fixed predictable action, and achieve specific and determinable outputs at a given volume and price within rigorous time and space constraints; it is the domain of cash flow and the profit and loss statement. Design is visionary and aspirational, process is skill based. In short order, once business entrepreneurship is accomplished, entrepreneurs are a gross hindrance to the process of eliminating risk to the point where capital requires financially engineered results capable of meeting the expectations of investor’s- say, of a pension fund seeking stable returns. Business people make bad entrepreneurs, superb entrepreneurs make lousy managers. Its as simple as that.

The brutal fact is that if you have to give up substantially all of your “Idea-innovation-company-mine-mine-mine” to outside investors, and surrender control to financial engineering in the context of entrepreneurial activity –an oxymoron if ever there was one- then, you might as well settle for X% of the sum total of the revenue stream and keep your sanity. That in short is the itch and the game plan: do your thing, and get out of the way. A single idea cannot carry a career. If you are an innovator, go innovate where innovation is welcome… Let entrepreneurs be entrepreneurs, lets business people be business people, let design engineers design, let process engineers snuff the blood and life out of the beast and make him dance the dance financial engineers demand for their clients. Marketing is “lipstick on a pig” to some, to others its knowledge is embedded in the only true asset the corporation has: the brand equity in its Trade Mark.

In short Pulpweave is the marketplace of the Digital Age, capable of monetizing intellectual capital assets that currently are denied title, denied a clear settlement process with low transactional costs, and where ideas are given protections, not just process. Pulpweave offers an inexpensive method of conflict resolution in an age where accessing Blind Justice requires investments in the millions with uncertain outcomes. It allows for digital goods to be transacted without the burdensome process of one to one negotiations top heavy on control, and lacking the respect for reciprocal profit. But mostly it’s a distribution that allows business and entrepreneurship to find the specialized knowledge necessary for advanced processes without having to be wed to the talent.

In a market for ideas and knowledge constructs the sales dynamic is disintermediated. In a sales environment with information asymmetry, the person with the information has the power. The resistance to consummating the transaction comes from the resistance to the power play. In the absence of any information asymmetry, the purchaser is not interested in a sales process with high transactional costs. Rather, what drives the process is the determination to transact based on the information available. That information is the code needed to execute the transformative vision on the part of the initiator. Thus the purchaser of yesteryear is in fact a seller of the "goods" transacted. The distribution occurs when the final value gets either consumed or re-purposed. Consequently in the market for digital goods, one fulfills one's "bill of materials" one millisecond after the goods are transacted. Digital assemblies are purchased instantaneously after the sale and thus absent are inventory risk, logistics, assemblies obsolescence and the need to finance the channel. In the digital domain COGS is posted post Invoice, absent is the pro-forma. In accounting terms the PO follows the Invoice instead of anteceding it.

The fundamental point is that the prototype should be built around existing code capital with multiple specificity. Once a business case can be made, on the basis of traction, not theory, can business models be delivered. And once the volume of business reaches the point where less robust systems start to strain under the load, or require the running of multiple concurrent instances, should enterprise grade capital clusters be developed. That would apply both to a digital capital market driven distribution, as to an individual business entity trading hard goods on its own behalf.

Making a business case requires business people using objects understandable to them. Only once a prototype can be proven to have market value should software engineering be brought in to make it robust. Only once the case is made and market proven should the execution be left to technical knowledge workers, provided they understand that the user will never need the knowledge of its internal workings to draw economic value from the intellectual capital.

Regardless, consumption follows capital structure, and once the consumption is predicated on payment, investment will find the opportunities. If one "purchases" one's "materials" one clock cycle after having taken an order for a digital good, it follows that absent a payment no sale occurs.

So much for the itch and the solution, now how about the HOW?

PULPWEAVE is not a software program. It's a distribution for code.

PULPWEAVE is:
A legal contract specifying contractual relationships between creator, integrator, distributor and user; where creators can do what they please with previous creations provided the former are compensated for their contributions.
A legal resolution process based on known rules.
A database of Code.
An accounting backbone.

PULPWEAVE is not seeking to build a new ecosystem. Nor is it interested in digging a big hole and filling it with sunk costs. PULPWEAVE wants to provide a distribution medium for all the existing code assets already out there. Between IBM and VC funded startups there are billions of dollars of technology assets invested in open source and linux projects. Some orphaned some not, most of them financially sub performing, or unavailable for others to use.

Linux is predicated on the assumption that every sale results in a liability (warranty & liability), and therefore one should charge only for support and implementation. But those are investments without a return, exchanges without a price. Current alternatives lack commercial viability. Even Google's cloud strategy is predicated on the use of, and the distribution of, non revenue generating assets. The Chrome operating system and browser, and the Google Apps, are all open source projects. As a Microsoft spoiler it has traction, as a financial engine it does not, neither for itself nor for the community of applications builders it is courting. iTunes, the iPhone and iPad marketplace, is a distribution proper, which is why it has created twenty five billion dollars a year worth of monetized innovation. Windows is not a distribution, it's a proprietary exclusionary power play, one hook inserting the next hook.

PULPWEAVE's proposes to take a cut of every line of code released in the PULPWEAVE intellectual capital contractual domain. PULPWEAVE polices the domain, industry provides the code, and like with a Visa card, the house takes a cut of every transaction. And if there is a dispute, charge for the review and mediation.

PULPWEAVE is a complex rule based database of existing technology that needs to be monetized not reinvented.

Legal Disintermediation!

The object is to compensate the discoverer of principle and the discoverer of application, expression and process without the one constraining the other. And yet, ideas like scientific discovery cannot be patented. There is therefore a gap between legal recourse and the expectation of intellectual capital rights that will be met.

The basic premise is that algorithms should be protected in the contractual domain since the most effective way of optimizing revenue is to license an original idea that in turn can be licensed to be used in a further application. An originator will not have the resources or the means by which to explore all the possible uses. A potential licensee will have a favourable view at protecting the value of previous contributors by value of the fact that he will use such right to create a work that is independently protectable as such. His contribution guarantees upstream innovation, and invites further downstream innovation.

If we want to protect the fundamental theoretical discoveries of computer science so that they can be used, tested and built upon by others, we cannot insist on total control on the part of the creating party. It is perhaps for this reason that we do not have a clear software protection policy. The current policy is to invalidate much of the art so as to lessen the anticompetitive impact of patents. This substantial financial hurdle reduces the burden of patent offices and the judiciary but defacto precludes the contribution of individuals and limits legal protections to "literary expression".

It is the belief of lawmakers and academics that it is better to have no law than a law that would lock up the fundamental theoretical building blocks of software. The consequent state of the Law is thus one where computers are too much of a machine to fit comfortably in the copyright system and too much of a writing to fit comfortably in the patent system. New constructs are needed for the twenty first century. It must also be added that the "commons" no longer revolves around the town green, but across borders, continents and cultural divides. Thus software protection must transcend the 19th century "billiard ball" conception of insular states, and adapt to an increasingly globalized world where business on one continent can source specialized knowledge in another continent and where its upkeep and maintenance is done in another.

Technology is regulation. Technology architecture both enables and constrains behavior. It entitles anonymity and geographical indeterminacy. It can also foreclose action that is otherwise legal, or its inverse, bypass laws, legal constructs and long in use principles of law. That the current regime of copyright, patent and trade mark fails at its intended purpose is ammunition for those that call for sui generis treatment of technology and its digital expression. Code is the new law, one often outside the prevue of Sovereign States. The failure of Congress, or of parliaments around the world, to address the inadequacy of patent and copyright in the digital age is a clear and open invitation for the real economy to come up with solutions that benefit wealth creation in the real economy. Anti trust is the bastard child of the Constitution. Its not that monopolies are evil for they do create wealth for the many through shareholder enrichment. Its simply that monopolies are bad for business and wealth generation because they exclude a tsunami's worth of innovation and knowhow from accessing the market profitably. Absent profit, gone is the need for the risk premium, and by consequence all entrepreneurial activity ceases. And then we are back to a model of rational stability, rotary phones over analogue lines and the inevitable library card.

The economic significance of all intellectual property disputes rest upon the issue of scope. Under patent law the broader the scope, the larger the number of competing products and processes that will infringe upon said patent. The applicant seeks to claim as much as he can, the patent authorities try to limit the scope as much as possible, or tie it in to a specific industry process so as to restrain the reach of a single idea/monopoly. What we seek instead is to make the claim as broad as possible and allow others to use such art in any manner to them applicable. The differentiating point being that a lack of moral rights over use guarantees a licensing model with low transactional costs. The only draw back is price discrimination. But inventing is often a sunk cost model, and any opportunity to recoup costs through other process applications can and should be welcome. Further, the notion of a patent's social cost should dictate that competition should be brought to bear in the market for improvements, given that the creator is compensated for his part of the art.

Lack of moral rights over one's work is clearly incompatible with price discrimination and pricing of art as volume dependent. Large volume deals enhance the dominant market player position and little else. And while there might be some geographically determined rational for price discrimination for those with greater price elasticity, globalization will disintermediate the arbitrage efficiencies. Volume will compensate this inefficiency.

To summarize a simple proposition, Pulpweave will do away with issues of intermediate copying, problems with the boundaries of the idea – expression distinction, fair use and the need to violate copyright to decompile and copy for the purposes of otherwise legal reverse engineering. A patent or copyright is a limited monopoly, an exception to the general public policy against restraints of trade. In its essence, Antitrust is not being applied resulting in copyright being used in a manner violative of the public policy embodied in the grant of a copyright. Specifically, the use of copyright as a means to control competition, in areas outside of the strict copyright expression.

The role of Contract Law

All communities including the virtual ones require their law. This intellectual capital contractual domain is therefore built on Contract Law. The State is entitled to issue and enforce the Powers it wishes to. It has a monopoly on the use of force and a monopoly on the collection of taxes

sufficient and necessary for it to enforce its monopoly on the use of force. That is the extent of the State.

But individuals need to satisfy their basic instincts and create value in such a manner that allows them to satisfy their higher callings. The free exchange of ideas and goods is at the basis of civilized society. The State has also the right, legal but not moral, of regulating the free exchange of ideas and goods, so as to balance the needs of the community with the needs of the individual. Monopolies granted or withdrawn affect the quality and quantity of the inputs and the quality and quantity of the outputs. The greater the free exchange of ideas, goods and services the greater the output of said society, the greater the wealth, the greater that State will have the ability to raise taxes and exercise its monopoly over the use of force.

If the other available communities of code are controlled by competing corporations with their own legal exclusionary contracts, where they exercise the power to determine who uses their code, it also follows that while they might be formally inviting other to freely contribute to that community they maintain the power of exclusion and economic disenfranchisement.

The Intellectual Capital Contractual Domain:

The purpose of creating a Intellectual Capital Contractual Domain where agents are compensated for their economic contribution but where they cannot exercise moral authority (power) over others is to guarantee a free flow of ideas, a guaranteed mechanism for financial exchange, and a legal environment which is free of unpredictable power plays or competing Sovereigns exercising their authority indiscriminately or on individual's behalf and to exclusionary benefit. It is a legal playing field where the rules are known, where power is reduced to the minimum level necessary to enforce its own rules.

Pulpweave is made up of code, for the purpose of aggregating code for the purpose of creating greater complexities of code, one layer upon the next. The contractual domain, narrowly defined can only exclude agents that are not willing to abide by its rules. Access to "market" is all that a contractual domain can offer.

Companies wishing to secure a monopoly on their code would be required to demonstrate that their invention was not prior art nor that it was a method or technique to implement a known business method. Nonetheless code expressions in a particular programming language would still be given a writ of protection as expression. Important point: most programmers will tell you they don't need to license software because they can paraphrase or translate into another language. True but investigation and translation requires time and effort and if one is not on "somebody else's payroll", the point is moot. Academic prejudice cannot be monetized.

Protection ought to be directed only at risks of parasitic imitation not at risks of creative rivalry.

Pulpweave shall strive to forbid any activity that can be used for profit where the initiator and the consumer both profit but where the exchange of information does not profit the contractual domain. In short all activities that suppress Pulpweave's interest shall be suppressed.

Once one has joined Pulpweave, it would be a breach of contract to use that knowledge in systems outside the domain. That can be achieved by a trade secret contract. What is being protected is access to market and the cumulative reach of the community's contribution.

Open Code (OC) shall be defined as code that is available for others to inspect, study and modify. Open Code should be afforded a 20 year protection.

Blind Code (BC) shall be defined as a Bill of Material that is not available for others to inspect, study and modify but who's source code has been published in its entirety in generic form and is freely available in Pulpweave for inspection. BC must have a fully published list of links and interfaces and must not present purposeful or new incompatibilities to the community. Blind use does not qualify as prior art in Pulpweave. Blind Bill of Materials should be afforded a 10 year protection.

A rule of concurrent creation should be applied where code is blind

The general principle is that a writ of protection is created when a combination of characteristics and components, each of which by itself are known, are unified in a process, design and operation of which in unique combination affords a competitive advantage in achieving originality, functionality, purpose and action. Software programs are actionable post data entry.

MetaLanguages are expression.

Nobody has Moral Rights. The creator must surrender in full his Moral Rights within the intellectual capital contractual domain: He shall not be allowed any control over the ways in which his work shall be presented, manipulated or represented.

Whatever materially assists the understanding of future thinking is an idea.
Subjective presentations that are approximate statements of opinion should be considered expression.

Programming languages are machine meta-languages, not verbal languages, and as such must be treated as both idea and expression in Pulpweave. New concepts or structures are both idea if original, and expression as expressed.

A software "program" is nothing more than a compilation of building blocks. A compilation is nothing more than a hierarchical database of building blocks. A bill of materials is nothing more than standardized components assembled to a specification. A BOM is by itself a building block no more no less than a single line of code. As such it is entitled to the same rights as any other single piece of code. The sum of a BOM has the same granularity as a single line of code.

BOMs should be awarded full protection subject to the following provisions. The owners of the BOM will have to substantiate all their sources in regards to, as an example compatibility, crediting, & interoperability between stated BOMs, or further, "does xyz module communicate properly with module abc" or "does module xyb address the same memory space as module abz"? A cross reference table of what titles work with what titles is a BOM since it is required investigation. Any description that is expressive of fact and can result in action is a BOM. These are objective actions that certify compliance with having verified ones sources. If infringement is suspected the infringer would have 10 days to present his sources to the established arbitrator. It would be a violation of Pulpweave rules to have compiled a BOM without independent sources.

The fundamental point is that documentation of processes and literature pertaining to the innovation is a specialization in itself, and worthy of independent protection.

"Collected Works", "Compilations of Other's Code", "Aggregated Work" or better BOMs can operate "blind" in Pulpweave subject to the term but cannot be extended by revision. Further, all information in the BOM must be accessible to the domain. Thus all aggregated work must rest on available Open Code.

A Database of facts has special rules. Facts do not have any relationship to ideas since they are neither building blocks nor expressions thereof. Facts are not the result of intellectual action other than simple mathematics like /*-+. . Facts do not have any primary correlation to each other. A compilation of all the "Titles to code" and "subtitle" are part of the public domain of Pulp[weave and as such cannot be considered either idea or expression. Descriptive qualifications that are part of the title/sub-title are facts and facts only.

DB of facts within Pulpweave are allowed subject to a 10/20 rule. Facts that have the source thereof revealed shall be entitled to 20 years protection. DB that do not reveal their sources are only entitled to 10 years monopoly. In no event shall a data base of facts have any Moral Rights. The owners of the DB will have to substantiate all their sources if infringement is suspected. The infringer would have 10 days to present his sources to the established arbitrator. It would be a violation of the capital contractual domain to have compiled a database without independent sources.

Penalties for infringement of A's work by B should be set at X the disputed fact's proportional value, times the sales volume of B's work. No penalty should be levied where A's code is blind.

Idea, Expression, Process and Actionable Writs:
The proceeds of an idea, are to go to the Initiator of the idea subject to the Pulpweave term. The proceeds of expression are to go to the best available expression capable of codifying said idea. An idea is a concept, and can be understood as an actionable thought. Execution can be construed in hardware, in source or object code. Its inputs and outputs are separate yet, and as representations in and via text, visual or machine inputs/outputs are expression proper and ideas themselves.

Contract law, as expressed in the pulpweave contractual domain, will protect the idea and the specific expression used in a programming language. The author of the original thought shall be entitled to his royalties regardless of the nature of the expression. Should new languages develop and be published with old ideas in new form, or the author not bother to translate his work into new languages he then looses the rights to said expression. Translation is a competitive function only where the author has no moral rights whatsoever.

It is also our belief that the multiple competing programming languages currently on the market are a consequence of programmers making end runs around copyrights by changing the expression while keeping the original ideas and concepts. Pulpweave should reduce this tendency substantially assuming competitive pricing.

Full rights in copyright are to go to the particular expression in common vernacular language published through conventional printed medium subject to manual & documentation provisions.

Ideas must be new additions to the art. Old additions to the art can be brought into Pulpweave by their authors; expressions protected by copyright and brought into Pulpweave concurrently can avail themselves of both protections.

Expressions of ideas not specifically protected by copyright or patent are available to be protected in Pulpweave on a first come first served basis. Ideas verifiable as such, can only be granted to their legitimate creators, with protections set at the original publishing date. IP that is protected by contract law (IP) or Trade Secret is the responsibility of the entity making the submission. Should the offended party have a court case adjudicated in its favour, Pulpweave will contractually be obliged to remove said code.

It will be argued that if a copyright- patent holder chooses to join Pulpweave he is subject to the rules and surrenders his rights for the duration of his protection. He of course keeps all his rights outside the intellectual capital contractual domain. Since expressions are published on entry it follows that He cannot withdraw at will since the expression would remain in the collective interest. He can of course, raise his price to uncompetitive levels. And since ideas are not protected by patent and copyright, this is realistically limited to price discriminating ideas, and not their expression.

Where patent and copyright offer some protection, Pulpweave will use their submittal notice date as start date for protections given within the contractual domain. Derivative expressions are downstream innovations of upstream ideas with their originators compensated for the expression.

Defining Code in a Useful Manner:

From Abstract Rules we draw the following definitions:
Software or hardware can be construed as having:
1) A main purpose
2) A structure as represented by a flow chart
3) Modularity of program operations and/or types of storage & their inter relationships
4) Individual algorithms, parameter lists, macros and/or data structures used in modules
5) Source code used for individual operations or data structures
6) Object code
7) Methodologies for input and output of data and representations thereof

The requirement is to give protection to ideas, processes, methods, facts and expression.

An idea is a process that requires expression or action. One must protect the idea side of the expression – idea dichotomy by protecting ideas, procedures, process, system, method of operations, concept and principle. Copyright only protects expression. Consequently it is language dependent. Translation from foreign languages accepts that ideas determine expression, and so expression is a slave to ideas. Ideas are Sovereign but can be expressed in many ways. Expression is a means by which one implements ideas through language. Both idea and expression are capable of being treated as separate when one is seeking to match economic incentive with creation.

We thus have three categories of writs of protection:
1) Ideas
2) Expression (language)
3) Practice (application in context)
Practice as defined by the ability of achieving said idea by different means or through a different expression or in the context of a different industry or application.

Menu, Command, Hierarchy & Structure

There is a need for the protection of visual menu representation of software commands available to the user. This should extend to the idea, procedure, process, system, method of operation, concept, principle regardless of the form in which it is described, explained, illustrated or embodied. Visual Representation is protectable as such and separately.

Method of Operation: Code
A) Command Terms
B) Command Structure (incl of menu and sub menus)
C) Command Representations

Representation:
1) Idea = code structure
2) Command structure of Code determines access to code executables
3) Visual representation of command terms

Visual representation is what allows those not versed in the art to interface with the art. If a software program of a certain complexity has 100 routines in it that can be called upon independently, jointly or subsequently to each other a high level of complexity follows. It also necessitates the ability to memorize that many commands. In the absence of such memory, icons can be made to represent functions or class of functions etc. How this is done is both novel, protectable and necessary.

Interface issues are what stops most users from using the full functionality of a software program. Structure, sequence and organization of command structures might appear as obvious to the initiated in the art (form follows function) but not to the average layman stripped of understandable visual representation of actionable items. Icons as fetish objects serve the purpose of emotionally imprinting useful knowledge. That is art proper. Most people are not capable of abstracting decision trees a dozen levels down.

To use an analogy from a portable cell phone in current use, a user does not care what process is initiated by the function “CALL”- the only thing the user is interested in is how easy it is for him to enter and retrieve previously entered numbers and start a call. How this is visually represented to him is a separate function to the underlying code. Access to functionality is a separate activity, a creative one, and requires separate writ of protection from its functional components.

Other than issues of market monopoly there is nothing to reject in the idea that user X can chose to use Company A’s Interface with Company B’s software on Company C’s hardware platform. And if miniaturization calls for code to be etched to hardware, A’s interface on B’s “phone”.

An interface in current use is exclusionary of subsequent entrants to a market since they force re-learning of command points factual descriptions: “copy-clone-ditto-duplicate-imitate-mimic-replicate-reproduce” and the sort. It is art, and the combination of different word sequences is higher art. In Pulpweave it is protected art, but art not capable of affording exclusionary powers.

Length of Monopoly:
To all works that fit the qualifications set on Code entry into the intellectual capital contractual domain shall be granted a 20 year Monopoly.

BOM submitted as “Blind Code” (protected but not available for review) can stay blind for only 5 years. For every year that the code remains blind, it shall loose two years of the total monopoly period.

Erratas:
Whoever discovers an error in expression is entitled to 1/10 of the value of the single line of code fixed should his fix be used. If the idea has logical flaws that can be resolved it then represents a new idea being introduced inside another idea (faulty or not) and it would be entitled to be treated as a new idea/expression, with all the protections thereof.

Code owners must price their code as a Sum of Singles basis where no discount can be given for "sum purchase". Any correction to single lines must therefore be shared with the fixer and consequently the economic benefit split both ways. This will ensure an economic incentive for proper peer review and gain.

Those who make claims to erratas are not allowed to specify license type.

Limitations to non- Pulpweave Code
The limitation that no other software should be permitted on the storage device of a processor should be limited to the, and by, the total cumulative reach of the device. Single use hardware affects the single user, and therefore, non Pulpweave software degrades only the single user experience, mitigated by whatever other software benefits are implied. The only outstanding issue is one of value delivery and relevant warranties, decisions that are clearly best taken by the single user. In the case of cloud services it is the collective that suffers degradation from the actions of the individual and as such non Pulpweave code should not be allowed on the serving virtual device.

Granularity:
Any modification to a specific entity of code alters that code. Any modification to a single entity changes the ownership of that code.

Within the intellectual capital contractual domain no one shall provide or otherwise traffic in any technology that trough software, hardware, network externalities or any combination thereof deprives access to code protected by Pulpweave.

Pricing & Revenue Streams

The optimal contract is not one with fixed royalty payments. But to avoid monopoly prices it is in everybody's interest to set price with sufficient notice for competition to come to bear on the market's efficiency. Thus, the time scale shall be set at "Yearly". Price may be changed monthly. Prices cannot be raised more than 25% per year but can be lowered at will. The significant value that must be protected is the absence of the allocation of speculative future value and risk. The value is that discovered prices can be raised consistently with the time necessary to find a viable substitute.

Since the author has no moral rights he cannot price discriminate; he can only price discriminate over the smallest sum of code he decides to enter.

Pulpweave shall take three percentage cuts of the total market price:
The first percentage shall be based on the previous year's Legal Expense Fund Depletion divided by the sales volume, with a reserve provision for expected costs.

The second cut shall bear on the sales cost strictly; should litigation in any individual Sovereign domain escalate beyond the reasonable expectation that the collective should bear, then

Pulpweave's management can choose to segregate such costs across a segregated section of sales. The expectation is that USA Tort Law will require such an eventuality since Pulpweave and or its individual contributors will see legal challenges not encountered in States with Sovereign Law.

The third percentage shall be the "House's Cut" set to reflect Pulpweave's expenses, profit expectations and trademark equity.

A climate of lawsuits only discourages the independents who do not have the legal resources to fight the entrenched monopolies. Thus, all external legal disputes, assuming that the terms of joining Pulpweave were met and true, will be defended by Pulpweave.

All internal disputes will be arbitrated internally. Should that fail they will be litigated internally, with the appropriate authority within Pulpweave taking the final decision. In all events whoever initiated litigation and looses pays all the expenses of the winning side.

Duration of Contract is dependent on the duration of the protection.

Only CORPORATE Agents allowed.
The PulpWeave distribution should only be able to do business with legally registered legal agents that can produce a tax number in a specific jurisdiction. In most countries outside the USA, a "Moral Person" is one and undividable. His value is total and cannot be compromised, rationalized or given residual weight. Even if he sells the commercial rights, he can still claim ownership of the means by which it is conveyed. Under EU law moral rights cannot be "sold"- he can sell the expected financial compensation or exclusive use- but not the right. Consequently it is not in Pulpweave's interest to deal with Moral Persons, but only with corporate entities.

Abandonment of Moral Rights: Specifically, the contract should do away with the right of paternity (other than economic rights), the right of integrity (for whatever purpose including morally objectionable work), and the right of withdrawal (subject to the ability to price discriminate against distribution). In short the corporate contributor must waive and assign his moral rights to the contractual domain.

Each filing must have a company name and an individual submitters name. What percentage goes to who must be filed at submission time. More than one corporation or more than one submitter are allowed. Percentage payout shall determine who has the right to set price based on a simple majority.

Should an employee submit work on his own behalf or on behalf of a third company while in the employ of others he surrenders his economic and legal rights to the organization that formally employed him regardless of whether the work was related or not to his formal employment. Corporations can preempt this tendency towards intellectual capital theft by locking in an employee for a determined period of no more than one year past employment.

Infringement of existing IP
The primary burden must be of the submitter.
The submitter must submit search results for existing prior art in both Pulpweave and under copyright and patent.

In no case shall Pulpweave be responsible for prior art that exists in private contractual domains not open to external scrutiny.

Where the employer is a separate legal entity from the submitter it shall be notified of all submittals.

Product liability and the Consumer License:
The issue of who supports the code, and who is responsible for the liability for failure of the code to work shall be determined by the market and the consequent price reflected in the code. Since one can not predict for what purpose the code shall be used it follows that a BOM shall be sold "as is, no warranties made or implied, for any use in any form".

For a Consumer to purchase "software", he shall have to do so as a "retail package" with an agent "the brand" as the designated party to assume the liability. The agent is anybody willing to sell to the public under his own trademark.

One must distinguish between the sophisticated computer user, and the general purpose, mass market, over the counter user. This later represents a citizen purchaser, and the sale must be treated as a "sales of goods" subject to Uniform Commercial Code or like jurisprudence in a Sovereign territory. Commercial use requires separate terms. While consumers purchase goods for private use, they remain first and foremost citizens under the law. They do not transform the product but simply avail themselves of product features. They are users. For purposes of user licenses, venue is established by where sales tax is collected. For purposes of transformation Pulpweave determines venue.

As in (the failure of) UCITA (Uniform Computer Information Transactions Act), Courts of law, States, and the Federal Government will not tolerate contracts that shift the balance between vendor and user in software matters (more so in the EU than in the US). As long as software vendors want to avail themselves of the Law, they must abide by it. If they invoke copyright, patent, trademark, license or trade secret they are subject to it.

So the question becomes can a software license regime, like Pulpweave distribution, substantially alter copyright law and the balance that policy considerations sought? (for example that copyright/patent must be balanced against anti trust?). Does the fact that one does not substantially make use of copyright / patent laws entitle one to disregard consumer protection laws concerning software distribution? Can one purposely disregard Uniform Commercial Code? The answer is one of expedience. A court of Law will accept contractual constructs provided they are between sophisticated parties. As such a general purpose consumer agreement is necessary.

If colloquially "goods exchange hands" a sale has occurred. As such the purchaser is free to do what he wants with it. He is entitled to a statutorily defined warranty, after sales support as described, and the trademark enriching promise of upgrades from discovered failures in the code (bugs). If warranty and support is given at "one year", he is entitled to what he paid for. After such defined time, should he require warranty, support, upgrades or new revisions he should be entitled to purchase such value add from the Pulpweave distribution.

Software distributed under a consumer license is single use and the consumer is not entitled to serve it to others over the Internet or other remote communication methodologies. He is not entitled to modify the software in any way. Likewise it is the software vendor's obligation to ensure that within the warrantable period the software will work with the existing hardware. Vendor under a consumer license assumes the liability that the computer as unitary unit (hardware and software) operates as agreed.

One must assume that with the commoditization and miniaturization of hardware, the essential differentiation between a computer and an appliance will essentially disappear. A current “cell phone” is now capable of running a spreadsheet or a database, playing a movie or making a movie, games et c in addition to communicating. Such “appliances” will replace previous uses of computers, will work in addition to and compliment computers. Consequently “software” is defined as any code that can be used on any equipment set up to run it, regardless of whether its fixed in silicon or loaded into memory.

Consumer commerce revolves around Trademark issues. Trademark value reflects the brand equity that a purchaser places on a mark. In the interest of trademark preservation and consumer confidence the Consumer License should cover explicitly the following terms:

Liabilities:
Warranty, insurance against unfitness for use, failure because of virus, utility cut off and providers of the aforementioned services.

Compatibility:
Future releases, bug resolution, peripheral compatibility and present and future hardware compatibility.

Lead Vendor:
Hardware & Software Selection “No finger pointing clause”, where software vendor or lead vendor is responsible since it has the ability to adapt code while hardware is code in fixed form and cannot be changed. While this ignores firmware updates the concept should be made to stand by designating the lead party.

Network compatibility
Guarantor that the hardware-software product will work with stated network externalities.

Rentals are not allowed.

Transformative License:

Again, contributors who repurpose other’s code within the contractual domain distribution are user-consumers, and as such are sophisticated agents, not consumers, and as such are not afforded any of the consumer protections in force under the law. Anybody that consumes by modifying is a “sophisticated contributor” as understood under existing laws. Sophisticated contributors are instead subject to contract law.

Sophisticated contributors in the Pulpweave distribution are entitled to determine by what sort of license their contribution can be sold, and at what price.

Users as vendors are free to price discriminate as they please provided they accept that code cannot be bulk discounted. Both can avail themselves of the right to build their own BOMs. Everyone is entitled to reverse engineer a product provided the terms are respected. Users are free to buy code piecemeal and assemble their own BOMs. The only restriction is that such BOMs are registered and the contributors are compensated for their protected writs.

Contributors to Pulpweave can specify under what license regime they want to distribute, under all, or under specific licenses.

CLOUD License

The creator is not free to decline the use of such a license but he is entitled to price it as he sees fit.

Cloud licenses are separate from simple licenses since goods do not exchange hands. All sessions are concurrently opportunistic and non static. Databases are static and contractually protected.

If a BOM is placed on a server to be accessed through a remote terminal, either by direct control or by loading software via a remote server (as opposed to being loaded via a ROM device, or a copy of said ROM device –say from a compact disk to a hard disk drive) its owner may sublicense it to another user as a book can be removed from a library, to be returned once read. Should the sophisticated contributor then serve it to two concurrent users without paying for two licenses, he would then be in violation of his agreement.

The license term will remain one session (instance), or one year, and the price determined by the contributor. The contributor will be free to price discriminate between session and term use.

If it is loaded in memory, ie is executable without loading, virtually or not, it will be considered one session whether being used or not.

If a BOM is placed on a server (virtual or not) to be accessed through a remote terminal (as an internet accessible application or session), the sophisticated contributor can sub license it as a single session, or for a pre-determined period.

The Cloud License cannot be made to be “CPU Dependent”. It can be used on any machine, virtual or not, provided there is no concurrent use.

Pulpweave is platform agnostic.

The Cloud license can be made to work on the SaaS (software as a service) model where the consumer uses the application but has no control over the software, operating system, hardware or network infrastructure.

But the moment the consumer crosses over the line and controls any software variable he becomes a cloud sophisticated contributor. In a PaaS (Platform as a service) implementation, where the cloud sophisticated contributor hosts an environment for the application, he necessarily stops consuming, and starts modifying to his own ends. The moment this occurs he needs to sign a Pulpweave transformative license, be privy to its workings, its benefits and responsibility as a user/contributor. He can of course Blind Code any BOM he regards as proprietary to his business model, whether he is using it internally or reselling it down stream.

Finally it can be made to work on the IaaS (infrastructure as a service) where the licensee can access fundamental computing resources such as CPU, Memory, middleware and storage but not the network infrastructure beneath it. This is essentially important where a network services provider is providing use of virtual machines. VMs are essentially the backbone of scalable systems where code resides in infrastructure itself. Full virtualization emulates the entire hardware environment in software by utilizing hardware virtualization support, binary code translation or re-writing thus allowing the operating system to work without having to modify its kernel which is important if working with Microsoft programs where its illegal to decompile and examine source code.

While a sophisticated contributor will be able to specify license type, he will not be able to price discriminate based on:
Architecture: Virtualization, heterogeneity, security, resource sharing, scalability and monitoring.
Privacy: Public, private and mixed use.
Access: API, thin client, web browsers, mobile.
Orientation: task centric, user centric

Educational License

There is a vast amount of open source resources already available. Open Source is the model around which most of the scientific community operates. Therefore it would be beneficial to operate around categories already in use by the scientific and academic communities:

Successful collaborative systems must take into account the social habits and belief systems of its participants. While the profit motive is not always claimed as paramount (the popularity of Open Source is just one example), we believe this rests on the inability of said groups to access or contribute to commercial grade environments. Still, its Pulpweave's policy that financial incentives are critical. After all they need to access the network externalities (VMs particularly, middleware and cloudware) and those cost money. More importantly the academia and scientific communities do the extra work of capturing and recording the articulation work associated with collaboration but do not singularly or collectively benefit from the results. Ensuring that their contributions are monetized will bring knowhow into the Pulpweave distribution.

Registered educational institutions are entitled to administer code that contributors have decided is available to said institutions for educational purposes only. Said contributors accept that no payment will be made.

Educational License Plus
As above with the addition that the contributor accepts that an educational entity might also use it in the administration of its business.

Clearly where an educational or scientific process results in a tangible contribution to Pulpweave, it becomes part of the community and its contribution is de facto monetizeable as such. Contributions to Pulpweave shall include the Educational Institutions name, and the individual contributors name, with percentage payout determining pricing power.

Trademarks within Pulpweave:

Since BOMs are only possible in a complex market characterized by high network externalities, should a trademark stand as an indicator of compatibility or standardization, that name is available for use provided it is accompanied by the word "compatible". Clearly compatible must be defined as having the proper attributes:

1) Same capabilities and functions
2) That the proper software can produce the same results on the same equipment
3) That the proper hardware can produce the same results with the same software
4) That one or the other can substitute for the other in the entirety of its functions or claims ($9/10^{th}$ of the functions would not qualify).

Trademarks as standards of compatibility can only be used where the trademark owner, specifically spells out the standard, and consistently applies it. The user is consequently obliged to respect these standards. Should he purposely introduce code that is incompatible with said standard (as a "poison pill"), he can do so, but cannot make use of the trademark as standard.

In the preservation of trade mark, no initialization codes or other lock out device is (functional in hardware or software) permitted. It is sufficient for a compatibility standard to have been violated for that trademark owner to have the infringing software BOM relabeled as non complying. Should the infringer choose to call for the use of a competing compatibility standard, it is free to increase the competing standard setting brand equity.

Since the creation of standards cost money, use of a standard entitles the standard bearer to compensation should his trademark be used. Trademarks are offered writs of protection for the standards they represent.

This applies to both Consumer Licenses as for Sophisticated Licenses.

Competitive Environment & Exclusivity:
BY virtue of joining Pulpweave, one becomes privy to its knowledge and therefore it is contractually stipulated that anybody re-creating that knowledge in a competitive legal domain shall be contractually in violation of the terms of his joining. A trade secret agreement will suffice.

Manuals and delivery of "expression/able deliveries":
The delivery should be available to be split over different channels and mediums. The differentiation should cover the formal facie of the communication medium. Thus if one formally formats text in book form, one should be entitled to monopoly return on that formatting.

Should the owner publish instead under copyright then he is entitled to whatever the copyright provides. It is forbidden to distribute in PULPWEAVE any expression protected by copyright without their legitimate owners specifically doing so. But once they do so, any publisher can re-publish the text provided he re-formats the information. This applies to "virtual publishing only". Printing on "paper" is subject to standard copyright, and standard publishing contracts, subject to trade secret provisions included in the intellectual capital contractual domain.

Partial texts used must credit their authors, where per line price shall be proportional to line output divided by price, unless author submits separate writs of protection for individual sections and sells them accordingly. If expression is borrowed and published on the network a link to the original material must be provided. If the material is not available online a link to an online commercial distributor or book database should be provided.

The PulpWeave Database

Every piece of code resident at the central authority should have a DB of information linked to the smallest sum of code proposed:
To include at a Minimum:
Unique Identifier
Encryption Key
Author
Author Employer

Submitter of Record
Number of lines
Idea
Expression
Meta-language used
Price
License type
Date of Price Posting
Documentation
Documentation medium
Documentation medium delivery
Version
Per Line Patch Ownership
Warranty Liability
Prior Art Submitted
Prior Art Submitted by
Acceptance
Duration of Blind Code Idea Monopoly
Duration of Open Code Idea Monopoly
Duration of Blind Code Expression Monopoly
Duration of Open Code Expression Monopoly
Rights surrendered to PW
Manual and Documentation location

BOMs should always reference the
Unique Identifier
Certifying Authority
Warranty Liability Nominal
Warranty Liability Actual
External Modifications Audit Trail
Authorization Keys
Liability

Central Authority
The purpose of the Central Authority is to keep a centralized set of databases that describe all the Intellectual Property in the domain, who has claim to it, who has incorporated it into its work, and who is presently deriving value from it. At the same time it has to be argued that "property" has been traded for use of particular code and as such some sort of title passes hand at sale and as such there must also be a database where such transactions occur, where and when they get settled and where the account holder can go and verify what he "owns" at what price over what period of time.

DB of Code
DB of Authors
DB of Legal Entities
DB of Users
DB of Transactions (purchase or sale and settlement)
DB of IP Professionals
DB of Warranting operations
DB of Manuals

Review of code protection & further contract issues:

Need administrative procedures and mechanism for review of application validity, administrative revocation, and the creation of a ex facto review process to avoid going to arbitration procedures. Applications should be published prior to acceptance so as to provide time for pier review. It is our belief that with the ability to use somebody else's art, or better, the ability to give a filer economic compensation for commonsense innovation and investment will come restraint in litigation.

In any event, the submittal process can be seen as an independent function, subject to its own trademarks. If a legal trademark will submit code for review as "submitter of record" he can claim a percentage of ownership, provided he is entirely responsible for any arbitration or litigation.

Profit Process:
Examiner paid to accept
Pier review post publication
Cross examiner paid to reject
Senior Determination
External review of rejected claims
External review of accepted claims
External review of rejected filings

Legal Dispute Resolution
Arbitration Procedures
Settlement of Resolutions

Accounting Review Contributors
Accounting Review User

Accounting Issues:
Internal Accounting and Reconciliation of Submitted Code and Utilized Code
Need highly scalable platform, infinite amount of contributors, infinite amount of users…
Allowance for external review of accounting of purchase posts
Allowance for external review that BOMs reference individual line contributions.
Allowance for external review of individual contributors to corporate disbursement of percentages
Need to be able to pay out single line contributions from million line BOMs.

Possible workarounds to scalability:
Sales by Region (also useful for segregating legal costs)
Sales by Name
Sales By BOM in separate account
Sales by line in separate account

USE OF FUNDS
From the above it is hopefully clear what the use of funds is for: infrastructure for databases, a proper accounting process, and all the relevant legal contract work and submittal and resolution processes.

Clearly the infrastructure can be taken as “code” and as such the entire edifice constructed by sophisticated contributors. A case can be made for that. In the interest of expediency and time to market, those accounting functions will have to be done in house.

The balance is marketing of the concept, especially to those with orphan code, code who’s revenue potential would not cover marketing and sales, and to those corporations that already distribute their IP through the GPL racket and who wish instead to monetize such investments.

And clearly if patent, copyright and trademark do not recognize “ideas” as protectable, legal expertise shall have to be brought in house to help refine and codify the legal concepts for a digital age distribution in a language predictable to those skilled in the legal arts.

I welcome all comments.
For further discussion please feel free to contact me.

More information can be had at: www.pulpweave.com
Specifically:
PowerPoint Presentation
Executive Summary
Risk Mitigating Milestone
Potential of Open Source Market

Sincerely
H. Marco Fuxa
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917 375 1842

Copyright Law of the USA & Related Laws Contained in Title 17 of the USA Code, Circular 92, Section 102, (b): page10

"In no case does copyright protection for an original work of authorship extend to an idea, procedure, process, system, method of operation, concept, principle, or discovery, regardless of the form in which it is described, explained, illustrated or embodied in such work."

Council Directive 91/250/EEC of 14 May 1991 on the legal protection of computer programs
Whereas, for the avoidance of doubt, it has to be made clear that only the expression of a computer program is protected and that ideas and principles which underlie any element of a program, including those which underlie its interfaces, are not protected by copyright under this Directive;

Whereas, in accordance with this principle of copyright, to the extent that logic, algorithms and programming languages comprise ideas and principles, those ideas and principles are not protected under this Directive;

Whereas, in accordance with the legislation and jurisprudence of the Member States and the international copyright conventions, the expression of those ideas and principles is to be protected by copyright;