

STATEMENT OF CONSIDERATIONS

REQUEST BY GENERAL ELECTRIC GLOBAL RESEARCH FOR AN ADVANCE WAIVER OF DOMESTIC AND FOREIGN INVENTION RIGHTS UNDER DOE CONTRACT NO. DE-NT0005310; W(A)-09-048, CH-1511

The Petitioner, General Electric Global Research (GE) was awarded this cooperative agreement for the performance of work entitled, "Novel High Capacity Oligomers for Low Cost CO₂ Capture." According to its response to question 2, GE states that it will investigate the technical and economic feasibility of developing novel oligomeric silicone solvents for CO₂ capture. Key deliverables include identifying a group of solvents that have been demonstrated to have a CO₂ capacity of at least 25% greater than aqueous monoethanolamine (MEA), and are predicted to achieve 90% CO₂ capture efficiency and less than a 50% increase in COE (with the potential to achieve less than a 35% increase in COE with further optimization.). Other deliverables include a synthetic strategy to make the proposed solvents, and an integrated plant model. This waiver is only for inventions of GE made under the cooperative agreement.

The total estimated cost of the contract is \$3,091,452 with GE providing a 20% cost-share or \$618,290. DOE is providing the remaining 80% share of \$2,473,162. The period of performance is from October 1, 2008 through September 30, 2010.

In its response to questions 5 and 6 of the attached waiver petition, GE has described its technical competence in the field of complex commercial energy systems. GE has the capability to focus technology development on achieving customer product performance and price requirements while maximizing the speed and impact of the specific research and engineering efforts. GE has extensive experience in development of commercialized silicone products and chemistries to make them, and a patent application in the area of solvents for CO₂ capture has been filed. GE's response demonstrates its technical competency in the field of complex commercial energy systems.

In its response to question 10 of the attached waiver petition, GE states that grant of the waiver will not have a negative effect on competition in the LED marketplace. There are competitive carbon capture processes and technologies using MEA in the market place, and others entering the market place. These include Alstom, BASF and Praxair. Technology development and innovation are pro-competitive and will spark continued research in this area of technology. Therefore grant of the waiver will have a positive effect on competition and market concentration.

The subject contract will be modified to add the Patent Rights--Waiver clause in conformance with 10 CFR 784.12, wherein Philips has agreed to the provisions of 35 U.S.C §§ 202, 203, and 204. This waiver clause will also include a paragraph entitled U.S. Competitiveness, in which GE agrees to substantial U.S. manufacture of subject inventions (attached hereto). Additionally, GE agrees not to transfer subject inventions to any other entity unless that other entity agrees to these same requirements.

Considering the foregoing, it is believed that granting the waiver will provide the Petitioner with the necessary incentive to invest resources in the commercialization of the results of the agreement in a fashion which will make the agreement's benefits available to the public in the shortest practicable time. In addition, it would appear that grant of the above requested waiver would not result in an adverse effect on competition nor result in excessive market concentration.

Therefore, in view of the objectives and considerations set forth in 10 CFR 784, all of which have been considered, it is recommended that the requested waiver, as set forth above, be granted.



Mark P. Dvorscak
Deputy Chief Counsel
Office of Intellectual Property Law

Date _____

Based on the foregoing Statement of Considerations and the representations in the attached waiver petition, it is determined that the United States and the general public will best be served by a waiver of rights of the scope described above, and therefore the waiver is granted. This waiver shall not apply to any modification or extension of this agreement, where through such modification or extension, the purpose, scope, or cost of the agreement is substantially altered.

CONCURRENCE:



Randolph Pennington
Division of Clean Coal Energy
Research
Office of Fossil Energy, FE-221

Date 1-7-2010

APPROVAL:



Paul A. Gottlieb
Assistant General Counsel for
Technology Transfer and
Intellectual Property, GC-62

Date 1-12-010

(t) U. S. COMPETITIVENESS The Contractor agrees that any products embodying any waived invention or produced through the use of any waived invention will be manufactured substantially in the United States unless the Contractor can show to the satisfaction of the DOE that it is not commercially feasible to do so. In the event the DOE agrees to foreign manufacture, there will be a requirement that the Government's support of the technology be recognized in some appropriate manner, e.g., recoupment of the Government's investment, etc. The Contractor agrees that it will not license, assign or otherwise transfer any waived invention to any entity unless that entity agrees to these same requirements. Should the Contractor or other such entity receiving rights in the invention undergo a change in ownership amounting to a controlling interest, then the waiver, assignment, license, or other transfer of rights in the waived invention is suspended until approved in writing by the DOE.