

STATEMENT OF CONSIDERATIONS

REQUEST BY DELPHI AUTOMOTIVE SYSTEMS, LLC (DELPHI) FOR AN ADVANCE
WAIVER OF DOMESTIC AND FOREIGN PATENT RIGHTS UNDER DOE AWARD NO.
DE-EE0005752; W(A) 2013-011

DELPHI has requested a waiver of domestic and foreign patent rights of the United States of America in all subject inventions arising from its participation under the above referenced cooperative agreement entitled "High Metal Removal Rate Process for Machining Difficult Materials." This patent waiver applies only to the inventions of DELPHI and does not apply to any subcontractor of DELPHI under the cooperative agreement.

The objectives of the project funded by the cooperative agreement is to develop ultra-fast lasers for machining work, allowing for more fine details, less damage to the surrounding part, and lower energy consumption for the machining. Additionally, the improved characteristics of the machined surface will allow for enhanced part performance, energy efficiency, and potentially new applications. If successful, the technology can replace multiple operations and processing steps and can process advanced materials. The use of the ultra-fast lasers will allow machining to be complete more quickly.

The total anticipated cost of the cooperative agreement is \$4,632,841. DELPHI and its subcontractors are providing \$932,841 for a cost share percentage of 20%. This waiver is contingent upon a cost share percentage of at least 20% being maintained, in aggregate, over the course of the cooperative agreement. For this patent waiver, DELPHI must maintain at least 20% cost share for the work contributed to DELPHI under the cooperative agreement and ensure that DELPHI and its subcontractors maintain at least 20% cost share for all the work under the cooperative agreement, including the work done by the subcontractors.

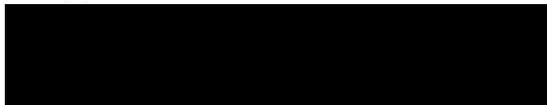
DELPHI is a leading Tier 1 automotive supplier, including of automotive fuel injection equipment, the targeted application for this project. DELPHI has several issued patents and patent applications directed to fuel injectors. It has manufacturing facilities and resources throughout the world. For this particular project, DELPHI has dedicated space in its injector manufacturing facility in Rochester, NY to evaluate the performance of prototype injector hardware expected to result from this project. DELPHI intends to implement the resulting technology from the project in its production of fuel injectors and make them available to its global customer base.

The waiver shall be subject to the march-in and preference for U.S. industry provisions, as well as the U.S. Government license, comparable to those set out in 35 U.S.C. 202-204. Furthermore, the waiver shall be subject to the U.S. competitiveness provisions attached to this Statement. In brief, DELPHI and its licensees and assignees will substantially manufacture in the United States products that embody any waived invention or are made through the use of any waived invention.

Referring to item 10 of the waiver petition, in granting this waiver, DELPHI does not

believe that this waiver will give DELPHI a dominant position in this field. DELPHI will still have to compete with other existing technologies in this area and DELPHI's injectors will be available to all auto manufacturers.

Considering the foregoing, it is believed that granting this waiver will provide DELPHI with the necessary incentive to invest its resources in commercializing the results of the cooperative agreement in a manner that will make the above technology available to the public in the shortest time. Therefore, upon evaluation of the waiver petition and 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 be approved.



Glen R. Drysdale
DOE Patent Counsel

Date: 4/3/13

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

CONCURRENCE:



Robert W. Ivester
Acting Program Director
Advanced Manufacturing Office

Date: 5/1/2013

APPROVAL:



John T. Lucas
Assistant General Counsel for Technology
Transfer and Intellectual Property

Date: 5/7/2013

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 DOE that it is not commercially feasible to do so. In the event 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 further agrees to make the above condition binding on any assignee or licensee or any entity otherwise acquiring rights to any waived invention, including subsequent assignees or licensees. Should the Contractor or other such entity receiving rights in any waived invention undergo a change in ownership amounting to a controlling interest, then the waiver, assignment, license, or other transfer of rights in any waived invention is suspended until approved in writing by DOE.