

STATEMENT OF CONSIDERATIONS

Request by General Electric Global Research for an Advance Waiver of Domestic and Foreign Invention Rights under DOE Cooperative Agreement No. DE-EE0003250, W(A) 2010-036, CH-1567

The Petitioner, General Electric Global Research (GE) was awarded the subject cooperative agreement with DOE for the performance of work entitled, "Roll-to-Roll Solution-Processable Small Molecule OLEDs". Under this agreement, GE will modify its Roll-to-Roll OLED line, develop solution-processable OLEDs (including device architecture, solutions formulations, and processes) and then produce high performance solution-processed OLEDs using the modified roll-to-roll line.


The work under this agreement is expected to take place from April 9, 2010 through March 30, 2012. The total amount of the contract is \$7,999,922, with GE providing \$3,999,961 or 50%. DOE is providing the remaining cost-share of 50% \$3,999,961. Note GE's subcontractor DuPont Displays is contributing toward the 50% cost-share (see attached e-mail from GE dated 06/23/2010); this waiver is only for inventions made by GE employees.

In its response to questions 5 and 6 of the attached waiver petition GE has described its technical competence in the field of OLEDs. GE states it has a long history in bringing new lighting technology to the market. At present, GE is sampling product prototypes to potential customers, and expects its first OLED lighting products will be commercially available in 2010. GE has also listed representative patents and peer-reviewed publications. GE's response demonstrates its technical competency in the field of OLEDs.

In its response to question 10 of the attached waiver petition, GE states that as energy demands and prices continue to rise, there is an increasing global effort to develop new technologies to reduce overall energy consumption. This will create a highly competitive environment for lighting products that have significant improvements versus current technologies. GE states that it will be able to further establish a solid commercial position in solid-state lighting, and further advance the U.S. as a leader in the global lighting industry. 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 GE 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 June 25, 2010


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, 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:


James Brodrick
Office of Energy Efficiency and
Renewable Energy
Office of Building Technology, EE-2J

Date September 13, 2010

APPROVAL:


John T. Lucas, Acting
Assistant General Counsel for
Technology Transfer and
Intellectual Property, GC-62

Date 9/17/10

(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.