

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

American Superconductor Corporation

(Name of Issuer)

Common Stock, \$.01 par value

(Title of Class of Securities)

030111108

(CUSIP Number)

George W. Lloyd, Esq.
Testa, Hurwitz & Thibault, LLP
125 High Street
Boston, MA 02110

(Name, Address and Telephone Number of Person Authorized to Receive Notices
and Communications)

September 29, 1999

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box [].

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See (S)240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP NO. 030111108

PAGE 2 OF 9 PAGES

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

E.D.F. Capital Investissement, S.A.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*
(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*
WC

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION
France

	7	SOLE VOTING POWER
NUMBER OF		1,100,000
SHARES		
BENEFICIALLY	8	SHARED VOTING POWER
OWNED BY		-0-
EACH	9	SOLE DISPOSITIVE POWER
REPORTING		1,100,000
PERSON		
WITH	10	SHARED DISPOSITIVE POWER
		-0-

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
1,100,000

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
7.65%

14 TYPE OF REPORTING PERSON*
CO

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7
(INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

Item 1. Security and Issuer

This statement on Schedule 13D relates to the Common Stock, \$.01 par value per share (the "Common Stock"), of American Superconductor Corporation, a Delaware corporation (the "Issuer"). The principal executive offices of the Issuer are located at Two Technology Drive, Westborough, MA 01581.

Item 2. Identity and Background

(i) This statement is being filed by E.D.F. Capita Investment, S.A., a corporation organized under the laws of France ("ECI"). ECI is a wholly-owned subsidiary of Electricite de France, S.A., a corporation organized under the laws of France ("EDF").

(ii) The address of the principal office and principal business of ECI is 50 rue de Monceau 75008, Paris, France. The address of the principal office and principal business of EDF is 2 rue Louis Murat, Paris, France 75383.

(iii) EDF is a large French electric utility corporation and is principally engaged in the production and distribution of electricity in France. ECI is a holding company for investing in companies developing new applications and technology of relevance to the electricity industry.

(iv) Set forth in Schedule I and Schedule II is the name and present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted, of each of the directors and executive officers of ECI and EDF, respectively, as of the date hereof.

(v) During the past five years, none of ECI, EDF, and, to the best knowledge of ECI and EDF, any person named in Schedule I to this Schedule 13D has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(vi) During the past five years, none of ECI, EDF, and, to the best knowledge of ECI and EDF, any person named in Schedules I and II to this Schedule 13D, was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of or prohibiting or mandating activity subject to Federal or state securities laws or finding any violation with respect to such laws.

(vii) All of the directors and executive officers of ECI named in Schedule I are citizens of France and all of the directors and executive officers of EDF named in Schedule II are citizens of France.

Item 3. Source and Amount of Funds or Other Consideration

On April 1, 1997, the Issuer and CHARTH (Compagnie Holding d'Applications et de Realisations Thermiques et Hydrauliques) S.A., a wholly-owned subsidiary of EDF, entered into a Strategic Alliance Agreement (the "Strategic Alliance Agreement"), pursuant to which CHARTH agreed to make an equity investment of \$10,000,000 in the Issuer in return for 1,000,000 shares of Common Stock. The purchase price for this investment was paid out of the available cash of CHARTH. CHARTH transferred the shares to ECI for no consideration on September 10, 1999. ECI has assumed all of the rights and obligations of CHARTH under the Strategic Alliance Agreement pursuant to Amendment No. 1 to the Strategic Alliance Agreement dated as of September 10, 1999.

Item 4. Purpose of Transaction

As described more fully in Item 3 above, this statement relates to the 1,000,000 shares of Common Stock transferred from CHARTH to ECI, in addition to the additional 100,000 shares of Common Stock purchased by ECI previously on the open market. Pursuant to the Strategic Alliance Agreement, as amended, the Issuer agreed to increase the number of members of the Issuer's Board of Directors by one, and an individual designated by ECI was elected to serve on the Board. An advisory board has been established, which is comprised of three members from each of the Issuer and ECI, to exchange information regarding the electricity market.

Pursuant to the Strategic Alliance Agreement, as amended, ECI has been granted certain registration rights relating to the Common Stock held by ECI. In addition, ECI has agreed not to acquire, directly or indirectly any voting securities, if after such acquisition, ECI would own of record or beneficially in the aggregate more than 12% of the voting securities of the Issuer on a fully diluted basis. The shares of Common Stock acquired by ECI have been acquired for the purpose of making an investment in the Issuer and not with the present intention of acquiring control of the Issuer's business.

ECI intends from time to time to review its investment in the Issuer on the basis of various factors, including the Issuer's business, financial condition, results of operations and prospects, general economic and industry conditions, the securities markets in general and those for the Issuer's securities in particular, as well as other developments and other investment opportunities. Based upon such review, ECI will take such actions in the future as ECI may deem appropriate in light of the circumstances existing from time to time. If ECI believes that further investment in the Issuer is attractive, whether because of the market price of the Issuer's securities or otherwise, they may acquire shares of Common Stock or other securities of the Issuer either in the open market or in privately-negotiated transactions. Similarly, depending on market and other factors, ECI may determine to dispose of some or all of the Common Stock currently owned by ECI or otherwise acquired by ECI either in the open market or in privately negotiated transactions.

Except as stated above, ECI, EDF and all those listed on Schedules I and II have no present plans which relate to or would result in:

- (a) The acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;
- (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;
- (c) A sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries;
- (d) Any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) Any material change in the present capitalization or dividend policy of the Issuer;
- (f) Any other material change in the Issuer's business or corporate structure;

- (g) Changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person;
- (h) Causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934; or
- (j) Any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer

(a) Amount Beneficially Owned:

ECI beneficially owns 1,100,000 shares of Common Stock.

Percent of Class:

Based on shares outstanding as of June 30, 1999, ECI owns 7.65% of the outstanding Common Stock.

(b) Number of shares as to which ECI has:

- (i) sole power to vote or direct the vote: 1,100,000 shares
- (ii) shared power to vote or direct the vote: Not applicable.
- (iii) sole power to dispose or to direct the disposition of:
1,100,000 shares
- (iv) shared power to dispose or to direct the disposition of: Not applicable.

(c) Except as set forth in Item 3 herein, none of ECI, EDF, and, to the best knowledge of ECI and EDF, any person named in Schedules I and II, has effected any transaction in the Common Stock during the past 60 days.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships
With Respect to Securities of the Issuer

Except as described in Item 4 above, to ECI and EDF's knowledge, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 and between such persons and any person with respect to any securities of the Issuer, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

CUSIP NO. 030111108

PAGE 6 OF 9 PAGES

Item 7. Material to Be Filed as Exhibits

Exhibit 1 The Strategic Alliance Agreement dated April 1, 1997 between the

Issuer and CHARTH is incorporated by reference to the Exhibits to the Issuer's
Annual Report on Form 10-K filed with the Securities and Exchange Commission on
June 30, 1997.

Exhibit 2 Amendment No.1 to the Strategic Alliance Agreement dated as of

September 10, 1999, by and among the Issuer, CHARTH and ECI.

CUSIP NO. 030111108

PAGE 7 OF 9 PAGES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and current.

Date: September 16, 1999

E.D.F. CAPITAL INVESTISSEMENT, S.A.

By: /s/ Jean-Phillipe Larramendy

Name: Jean-Phillipe Larramendy
Title: President

SCHEDULE I
-----Executive Officers and Directors
of
E.D.F. Capital Investissement, S.A

Name	Principal Occupation or Employment	Name and Address of Corporation or Other Organization in Which Employed
-----	-----	-----
Jacques Chauvin	Chairman	Electricite de France
Jean-Philippe Larramendy	President	Tocqueville International
Jean-Louis Joliot	Director	Electricite de France
Vincent de Rivaz	Director	Electricite de France
Alain Genel	Director	Electricite de France
Philippe Roblique	Director	Electricite de France
Alain Sarrazin	Director	Electricite de France
Jean-Pierre Benque	Director	Electricite de France

SCHEDULE II
-----Conseil D'Administration
of
Electricite de France, S.A.

Name	Principal Occupation or Employment	Name and Address of Corporation or Other Organization in Which Employed

Francois Roushely	President	Electricite de France
Francois Ailleret	Administrator	Electricite de France
Andre Aurengo	Administrator	Lat Pitie Salpetriere
Christophe Blanchard Dignac	Administrator	Ministere de l'Economie, des Finances et de l'Industrie
Jean-Pierre Cremona	Administrator	Electricite de France
Jean-Michel Charpin	Administrator	Commissariat au Plan
Yannick d'Escatha	Administrator	Commissariat a l'Energie Atomique
Daniel Foundoulis	Administrator	Conseil National de la Consommation
Jean Gaubert	Administrator	Depute
Nicolas Jachiet	Administrator	Ministere de l'Economie, des Finances et de l'Industrie
Jean-Marc Mauchauffee	Administrator	Electricite de France
Alain Martin	Administrator	Electricite de France
Yvon Montane	Administrator	Depute
Louis Schweitzer	Administrator	Renault
Robert Pantaloni	Administrator	Electricite de France
Marie-Catherine Polo	Administrator	Electricite de France
Christine Saincy	Administrator	Electricite de France
Jean-Francois Stoll	Administrator	Ministere de l'Economie, des Finances et de l'Industrie

AMENDMENT NO. 1 TO STRATEGIC ALLIANCE AGREEMENT

This AMENDMENT NO. 1 TO STRATEGIC ALLIANCE AGREEMENT (the "Amendment") is entered into as of September 16, 1999 between American Superconductor Corporation, a Delaware corporation ("ASC"), CHARTH (Compagnie Holding d'Applications et de Realisations Thermiques et Hydrauliques) S.A. ("CHARTH"), a French corporation and a wholly-owned subsidiary of Electricite de France ("EDF"), and E.D.F. Capital Investissement, S.A. ("ECI"), a French corporation and a wholly-owned subsidiary of EDF.

WHEREAS, pursuant to the terms of the Strategic Alliance Agreement (the "Strategic Alliance Agreement"), dated April 1, 1997, between ASC and CHARTH, ASC issued to CHARTH 1,000,000 shares (the "Shares") of Common Stock, par value \$.01 per share ("Common Stock");

WHEREAS, CHARTH desires to transfer all of its interests in the Shares to ECI for no consideration;

WHEREAS, the parties wish to provide for the assignment by CHARTH of all of its rights and obligations under the Strategic Alliance Agreement to ECI and for the assumption by ECI of all of CHARTH's rights and obligations under the Strategic Alliance Agreement; and

WHEREAS, the parties desire to amend the Strategic Alliance Agreement in the manner set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual obligations and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto hereby agree as follows:

1. Transfer of Shares.

To take effect upon the delivery to ECI of the certificate representing the Shares (Certificate No. 2427) duly endorsed in blank, or accompanied by a stock power duly endorsed in blank, CHARTH does hereby assign and transfer to ECI, and ECI hereby accepts, all of CHARTH's right, title and interest to the Shares.

2. Assignment and Assumption.

To take effect upon delivery of the certificate representing the Shares pursuant to Section 1 hereof, CHARTH does hereby assign and transfer to ECI, and ECI does hereby accept and assume, all of CHARTH's rights and obligations under the Strategic Alliance Agreement. ECI hereby agrees to discharge all of CHARTH's obligations under the Strategic Alliance Agreement.

3. Amendment.

The third paragraph of Section 13 of the Strategic Alliance Agreement shall be amended in its entirety to read as follows:

"If to the Purchasers, at 50 rue de Montceau 75008 Paris, France, Attn: President, or at such other address or addresses as may have been furnished to the Company in writing by the Purchaser, with a copy to Purchaser's designee on the board at the following address: Electricite de France, 1 Avenue du General de Gaulle, Clamart 92140 France."

4. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CHARTH (COMPAGNIE HOLDING D'APPLICATIONS ET DE REALISATIONS THERMIQUES ET HYDRAULIQUES) S.A.

/s/ Alain Bertay

By: Alain Bertay
Title: Chief Executive Officer

E.D.F. CAPITAL INVESTISSEMENT, S.A.

/s/ Jacques Chavin

By: Jacques Chavin
Title: President

AMERICAN SUPERCONDUCTOR CORPORATION

/s/ Greg Yurek

By: Greg Yurak
Title: President