

RAMBUS INC
Form 8-K
December 10, 2013

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **December 9, 2013**

Rambus Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

000-22339
(Commission File Number)

94-3112828
(I. R. S. Employer Identification
No.)

1050 Enterprise Way, Suite 700, Sunnyvale, CA 94089

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(408) 462-8000**

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N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

Settlement Agreement

On December 9, 2013, Rambus Inc. (*Rambus*), Micron Technology, Inc., a Delaware corporation (*Micron*) and certain related entities of Micron entered into a Settlement Agreement (the *Settlement Agreement*), pursuant to which the parties have agreed that they will release all claims against each other with respect to all outstanding litigation between them and certain other potential claims. Pursuant to the Settlement Agreement, Rambus and Micron entered into a Semiconductor Patent License Agreement on December 9, 2013 (the *License Agreement*), under which Micron licenses from Rambus non-exclusive rights to certain applicable claims under Rambus patents and has agreed to pay Rambus cash amounts based on sales of certain identified Micron products, as described in more detail under *License Agreement* below.

License Agreement

Under the License Agreement, Rambus has granted to Micron and its subsidiaries and certain affiliated entities (i) a paid-up perpetual patent license for certain identified Micron DRAM products and (ii) a seven year term patent license to other memory and semiconductor products. The initial seven year term patent license may be renewed and extended by three years, or successive five years following the initial renewal term, each solely at Micron's option, whereby certain additional Micron products will be covered under a paid-up perpetual patent license as noted above. Each license is a non-exclusive, non-transferable, royalty-bearing, worldwide patent license, without the right to sublicense, solely under the applicable patent claims of Rambus for such licensed products, to make (including have made), use, sell, offer for sale and/or import such licensed products until the expiration or termination of the license pursuant to the terms of the License Agreement. The License Agreement requires that Micron pay Rambus cash payments of an amount equal to six-tenths of a percent (0.6%) of sales of certain identified Micron products on a quarterly basis, with such amounts not to exceed ten million (\$10,000,000) dollars in any quarter, and forty million (\$40,000,000) dollars during a rolling twelve (12) month period beginning on September 1st and ending on August 31st during the initial term, and any renewal term thereafter. In addition, additional payments or certain adjustments to the payments by Micron to Rambus under the License Agreement may be due for certain acquisitions of businesses or assets by Micron involving licensed products. The License Agreement and the licenses granted thereunder may be terminated upon a material breach by a party of its obligations under the agreement, a bankruptcy event involving a party or a future change of control of Micron subject to certain conditions.

The foregoing descriptions of the Settlement Agreement and the License Agreement are qualified in their entirety by reference to the full text of the agreements which Rambus intends to file with the Securities and Exchange Commission as exhibits to the applicable periodic report. Rambus also intends to seek confidential treatment of certain terms of the agreements in connection with the filing of such agreements in accordance with the procedures of the Securities and Exchange Commission.

A copy of the joint press release issued by the Company and Micron relating to the matters discussed above is attached hereto as Exhibit 99.1 and is incorporated by reference herein. The information in the press release shall not be deemed filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the *Exchange Act*) or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, regardless of any general incorporation language in such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

99.1 Joint Press Release of Rambus and Micron, issued on December 9, 2013.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: December 9, 2013

Rambus Inc.

/s/ Satish Rishi

Satish Rishi, Senior Vice President, Finance and Chief Financial Officer

Exhibit Index

Exhibit Number	Exhibit Title
99.1	Joint Press Release of Rambus and Micron, issued on December 9, 2013.