
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) January 17, 2005

QUALCOMM INCORPORATED

(Exact name of registrant as specified in its charter)

Delaware	000-19528	95-3685934
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)
<u>5775 Morehouse Drive, San Diego, CA</u>		<u>92121</u>
(Address of principal executive offices)		(Zip Code)
Registrant's telephone number, including area code <u>(858) 587-1121</u>		
Not Applicable		

(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))
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Item 1.01 Entry into a Material Definitive Agreement

On January 17, 2005, QUALCOMM Incorporated (the "Company") entered into an offer letter agreement (the "Agreement") with Rich Sulpizio, a member of the Company's Board of Directors. The following description of the Agreement is a summary of the material terms of the Agreement and does not purport to be complete, and is qualified in its entirety by reference to the Agreement which is attached to this Form 8-K.

Pursuant to the terms of the Agreement, Mr. Sulpizio will be employed by the Company, beginning on January 17, 2005, as President of the Company's wholly-owned subsidiary, MediaFLO USA and will report directly to Dr. Paul Jacobs, the Company's Executive Vice President & Group President, QUALCOMM Wireless and Internet Group. Mr. Sulpizio will also continue to be a member of the Company's Board of Directors.

The Agreement provides for a starting salary, which is subject to the final approval of the Company's Compensation Committee, calculated at an hourly rate of \$230.77, which is equivalent to \$480,001.60 on an annual basis. The Agreement also provides that Mr. Sulpizio will be eligible to participate in all of the Company's standard employee benefit plans for an employee at a senior executive level, including its supplemental health plan which would reimburse Mr. Sulpizio for most expenses not covered by the primary medical insurance plan. Mr. Sulpizio is required to, as a condition of his employment, sign the Company's standard Terms of Employment, which provides that his employment will be at-will and also the Company's standard Inventions Disclosure, Confidentiality & Propriety Rights Agreement.

Item 9.01 Financial Statements and Exhibits.

- (a) Not applicable.
- (b) Not applicable.
- (c) Exhibits.

99.1 Offer Letter Agreement dated January 17, 2005

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.

QUALCOMM Incorporated

(Registrant)

Date January 19, 2005

/s/ Daniel L. Sullivan, Ph.D.

(Signature / printed name and title)

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<u>Exhibit</u>	<u>Description</u>
99.1	Offer Letter Agreement dated January 17, 2005

January 17, 2005

Rich Sulpizio
5775 Morehouse Drive
San Diego, CA 92121

Dear Rich:

I am pleased to offer you a position to join QUALCOMM as President, MediaFLO USA reporting to Paul Jacobs, EVP & Group President QW&I, and a start date of January 17, 2005. The terms of the offer are as follows:

1. A starting salary at an hourly pay rate of \$230.77, which is equivalent to \$480,001.60 on an annual basis. Please note that this pay rate is subject to approval by the Compensation Committee of the Board of Directors, who may choose to adjust this pay rate effective on your start date. This final pay rate will be confirmed to you on or about February 23, 2005.

2. A comprehensive benefits package for you and your dependents paid by QUALCOMM. A summary of these benefits is available on our website, <https://jobs.qualcomm.com/staffing/ExtBenefitsBrochure.asp>. In addition to these standard benefits, you are also eligible to participate in the supplemental health plan, which reimburses most expenses not covered by our primary insurer, supplemental life and disability insurance coverage.

Rich, we are convinced we have made an excellent decision in selecting you. We know your contributions will confirm our expectation, and you will find yourself involved in many important ways in the future success of our company.

Assuming a positive response, please return a signed copy of the attached document, which covers Terms of Employment by January 17, 2005. As a condition of your employment, you must also electronically complete and sign QUALCOMM's Inventions Disclosure, Confidentiality & Proprietary Rights Agreement by your start date. The form will be available for you to access on-line at our New Employee website (the link to the site will be provided upon acceptance). If you have any questions, please do not hesitate to call me at (858) 845-3000.

Congratulations and welcome to the QUALCOMM team!

Sincerely,

Bill McClelland
Director of Staffing
Human Resources
Enclosures