

---

---

**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) June 2, 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 (858) 587-1121

---

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))
- 
-

**TABLE OF CONTENTS**

[Item 1.01 Entry into a Material Definitive Agreement](#)

[Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.](#)

[Item 9.01 Financial Statements and Exhibits.](#)

[SIGNATURES](#)

[Exhibit Index](#)

[EXHIBIT 99.1](#)

---

**Item 1.01 Entry into a Material Definitive Agreement**

Effective as of June 3, 2005, QUALCOMM Incorporated (the “Company”) appointed Mr. Donald G. Cruickshank to its Board of Directors. In connection with his appointment to the Board, the Company granted Mr. Cruickshank a stock option under the Company’s 2001 Non-Employee Directors’ Stock Option Plan (the “Director Plan”) to purchase 40,000 shares of Company stock at an exercise price of \$38.25 per share, which was equal to the fair market value of the Company’s stock on June 3, 2005 (the date of grant). The vesting and service requirements for these 40,000 options are identical in all material respects to the terms and conditions of “initial” stock options granted to other new non-employee members of the Company’s Board of Directors under the Director Plan. In particular, the 40,000 options vest and become exercisable over a five year period in twenty percent increments (twenty percent vest on the first anniversary of the date of grant and thereafter 1/60th of the total options vest on a monthly basis). A copy of this stock option agreement is attached as Exhibit 99.1. This description is a summary of the material terms of the stock option agreement, does not purport to be complete, and is qualified in its entirety by reference to the actual form of stock option agreement which is attached as an exhibit to this Current Report on Form 8-K and is hereby incorporated by reference.

**Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.**

Mr. Donald Cruickshank (effective as of June 3, 2005) and Dr. Paul E. Jacobs (effective as of June 2, 2005) have been appointed to the Company’s Board of Directors. Mr. Cruickshank and Dr. Paul Jacobs were each added to the class of directors whose terms expire at the Annual Meeting of Stockholders in 2008. Other than as set forth herein, there was not and is not any arrangement or understanding between either Mr. Cruickshank or Dr. Paul Jacobs and any other person pursuant to which either Mr. Cruickshank or Dr. Paul Jacobs was selected to be a director. The Board has not yet determined whether to name either Mr. Cruickshank or Dr. Paul Jacobs to any of its committees.

Mr. Cruickshank brings to the Board his extensive senior management experience in a variety of industries. He has served as director general of the United Kingdom’s Office of Telecommunications (OfTel) and chairman of the London Stock Exchange plc. Mr. Cruickshank’s career has also included assignments at McKinsey & Co. Inc., Times Newspapers, Virgin Group plc., Wandsworth Health Authority, and the National Health Service in Scotland. In addition, he served as chairman of Action 2000, the United Kingdom’s millennium bug campaign. Mr. Cruickshank graduated master of arts from the University of Aberdeen in 1963, became a member of the Institute of Chartered Accountants of Scotland in 1967, and is a graduate of Manchester Business School.

Dr. Paul Jacobs will become the Company’s Chief Executive Officer effective as of July 1, 2005.

Dr. Paul Jacobs is the son of Dr. Irwin Jacobs, the Chairman of the Board and (until June 30, 2005) Chief Executive Officer of the Company. As described in the Company’s Definitive Proxy Statement filed with the SEC on January 14, 2005 (the “Proxy Statement”), Dr. Irwin Jacobs earned \$2,763,782 in salary and bonus during the Company’s fiscal year ended September 26, 2004 and received a stock option grant for 600,000 shares of the Company’s stock at an exercise price of \$22.23 per share. Dr. Irwin Jacobs also earned an additional \$299,627 in other compensation during fiscal 2004, also as described in the Proxy Statement. Dr. Paul Jacobs’ brother Jeffrey A. Jacobs serves as the Company’s President, Global Development. Jeffrey A. Jacobs earned \$698,094 in salary and bonus during fiscal 2004 and received a stock option grant for 280,000 shares of the Company’s stock at an exercise price of \$22.23 per share.

Each of the foregoing family members of Dr. Paul Jacobs under the Company’s employ were adults who did not live with Dr. Paul Jacobs. Each such family member is compensated according to standard Company practices, including participation in the Company’s employee benefit plans generally made available to employees of a similar responsibility level. The Company does not view Dr. Paul Jacobs as having a beneficial interest in the described transactions with the above family members that is material to them or the Company. Moreover, Dr. Paul Jacobs does not believe that he has a direct or indirect material interest in the employment relationships of the listed family members. Options granted to the family members of Dr. Paul Jacobs described in this Item 5.02 were granted under the Company’s 2001 Stock Option Plan and have a grant price that is equal to the fair market value on the date of grant. Such options vest according to the following schedule: 10% of the shares subject to the option will vest on the six-month anniversary of the date of grant, with ratable monthly vesting thereafter. Vesting is contingent upon continued service with the Company. Options granted under the Company’s Stock Option Plans generally have a maximum term of ten years.

**Item 9.01 Financial Statements and Exhibits.**

- (a) Not applicable.
  - (b) Not applicable.
  - (c) Exhibits.
- 99.1 Copy of Cruickshank Stock Option Agreement dated June 3, 2005 (40,000 Options).
-

**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 June 8, 2005

\_\_\_\_\_  
*/s/ Anthony S. Thornley*

Anthony S. Thornley, President and Chief Operating Officer

---

Exhibit Index

<u>Exhibit</u>	<u>Description</u>
99.1	Copy of Cruickshank Stock Option Agreement dated June 3, 2005 (40,000 Options).



-----  
Dr. Irwin Mark Jacobs  
Chief Executive Officer  
Dated: June 3, 2005

-----  
Signature  
Date:  
-----

Attachment: Stock Option Agreement (A10-DIR)  
QUALCOMM INCORPORATED  
2001 NON-EMPLOYEE DIRECTORS' STOCK OPTION PLAN  
STOCK OPTION AGREEMENT

Pursuant to the Grant Notice and this Stock Option Agreement, QUALCOMM Incorporated (the "Company") has granted you an Option to purchase the number of shares of the Company's common stock ("Stock") indicated in the Grant Notice at the exercise price indicated in the Grant Notice. Defined terms not explicitly defined in this Stock Option Agreement but defined in the QUALCOMM Incorporated 2001 Non-Employee Directors' Stock Option Plan (the "Plan") shall have the same definitions as in the Plan.

The details of this Option are as follows:

1. VESTING. Subject to the limitations contained herein, this Option will vest as provided in the Grant Notice, provided that vesting will cease upon the termination of your Service, unless such termination is due to Disability or death. If termination of Service is due to Disability or death, then the exercisability and vesting of the Option shall continue or accelerate to the extent provided for in the Plan and this Agreement.

2. EXERCISE OF THE OPTION.

2.1 METHOD OF EXERCISE. You may exercise the vested portion of this Option at any time prior to the expiration of the Option by delivering a notice of exercise in such form as may be designated by the Company from time to time together with the exercise price to the Secretary of the Company, or to such other person as the Company may designate, during regular business hours and prior to the expiration of the Option, together with such additional documents as the Company may then require pursuant to the terms of the Plan.

2.2 METHOD OF PAYMENT. Payment of the exercise price may be by cash (or check), or pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board which, prior to the issuance of Stock, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to a broker which provides for the payment of the aggregate exercise price to the Company, or a combination of the above methods, as the Company may designate from time to time.

2.3 TAX WITHHOLDING. By exercising this Option you agree that as a condition to any exercise of this Option, the Company may withhold from your pay and any other amounts payable to you, or require you to enter an arrangement providing for the payment by you to the Company of any tax withholding obligation of the Company arising by reason of (1) the exercise of this Option; (2) the lapse of any substantial risk of forfeiture to which the Stock is subject at the time of exercise; or (3) the disposition of Stock acquired upon such exercise.

2.4 RESPONSIBILITY FOR EXERCISE. You are responsible for taking any and all actions as may be required to exercise this Option in a timely manner and for properly executing any such documents as may be required for exercise in accordance with such rules and procedures as may be established from time to time. By signing this Agreement you acknowledge that information regarding the procedures and requirements for this exercise of the Option is available to you on request. The Company shall have no duty or obligation to notify you of the expiration date of this Option.

3. SECURITIES LAW COMPLIANCE. Notwithstanding anything to the contrary contained herein, this Option may not be exercised unless the Stock issuable upon exercise of this Option is then registered under the Securities Act or, if such Stock is not then so registered, the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act.

4. TERMINATION OF THE OPTION. The term of this Option commences on the Date of Grant (as specified in the Grant Notice) and expires and shall no longer be exercisable upon the earliest of:

(a) the Expiration Date indicated in the Grant Notice;

(b) the tenth (10th) anniversary of the Date of Grant;

(c) the last day for exercising the Option following termination of your Service as described in the Plan; or

(d) a Change of Control, to the extent provided in the Plan.

5. OPTION NOT A SERVICE CONTRACT. This Option is not an employment or

service contract and nothing in this Stock Option Agreement, the Grant Notice or the Plan shall be deemed to create in any way whatsoever any obligation on your part to continue in the service of the Company, or of the Company to continue your service with the Company. In addition, nothing in your Option shall obligate the Company, its stockholders, Board, Officers or Employees to continue any relationship which you might have as a Director or Consultant for the Company.

6. NOTICES. Any notices provided for in this Stock Option Agreement, the Grant Notice or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

7. ARBITRATION. Any dispute or claim concerning any Options granted (or not granted) pursuant to the Plan and any other disputes or claims relating to or arising out of the Plan shall be fully, finally and exclusively resolved by binding arbitration conducted by the American Arbitration Association pursuant to the commercial arbitration rules in San Diego, California. By accepting an Option, Participants and the Company waive their respective rights to have any such disputes or claims tried by a judge or jury.

8. AMENDMENT. The Board may amend your Option at any time, provided no such amendment may adversely affect the Option or any unexercised portion of your Option, without your consent unless such amendment is necessary to comply with any applicable law or government regulation. No amendment or addition to this Stock Option Agreement shall be effective unless in writing or, in such electronic form as may be designated by the Company.

GOVERNING PLAN DOCUMENT. Your Option is subject to this Stock Option Agreement, the Grant Notice and all the provisions of the Plan, the provisions of which are hereby made a part of this Stock Option Agreement, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of this Stock Option Agreement, the Grant Notice and those of the Plan, the provisions of the Plan shall control.