
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K/A

CURRENT REPORT

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

Date of Report (Date of earliest event reported): February 21, 2012

SAIC, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

001-33072

(Commission File Number)

20-3562868

(I.R.S. Employer Identification No.)

1710 SAIC Drive, McLean, VA 22102
(Address of Principal Executive Offices) (Zip Code)

(703) 676-4300
(Registrant's Telephone Number, Including Area Code)

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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On February 21, 2012, we filed a Current Report on Form 8-K disclosing that John P. Jumper was elected as chief executive officer of SAIC, Inc. effective as of March 1, 2012. On March 1, 2012, the Human Resources and Compensation Committee of the Board of Directors approved Mr. Jumper's compensation and other terms of employment.

Mr. Jumper will receive a one-time sign-on cash award of \$150,000 and will earn an annual base salary of \$1.2 million for our fiscal year ending January 31, 2013 (fiscal year 2013). He will also be eligible to participate in SAIC's incentive compensation program, which includes cash incentive awards and equity awards. Mr. Jumper's target cash incentive award for fiscal year 2013 will be \$1.4 million, with the potential to earn up to \$2.205 million for extraordinary performance. The actual amount of the cash incentive award will be based upon both corporate performance and the achievement of individual performance objectives for fiscal year 2013. He will also be eligible to receive equity awards valued at up to \$4.5 million, of which approximately 50% are expected to be in the form of performance share awards, 25% in the form of options to purchase SAIC common stock and 25% in the form of restricted stock units. These awards are expected to be granted on March 30, 2012, our next pre-established equity award grant date. Mr. Jumper will be eligible to elect to defer all or a portion of any cash or equity awards granted to him under our cash incentive and equity incentive plans. Mr. Jumper will also be eligible to participate in SAIC's standard employee benefit programs, including medical, dental, life and disability insurance and participation in the SAIC retirement plan.

If Mr. Jumper's employment is involuntarily terminated by SAIC during the first two years of employment for reasons other than cause, his base salary, target short-term cash incentives and benefits will continue for the balance of that period, subject to his agreement to release SAIC of any claims and to abide by certain restrictive covenants. In the event of a change in control, Mr. Jumper will be eligible for the severance benefits made available to other executive officers under our standard form of severance protection agreement if his employment is involuntarily terminated without cause or he resigns for good reason within 24 months following the change in control.

As previously reported, Mr. Jumper will remain as a member of the company's Board of Directors and the Board's Classified Business Oversight Committee. However, effective with the commencement of employment on March 1, 2012, Mr. Jumper has resigned from the Audit Committee.

The employment letter agreement and stock offer letter provided to Mr. Jumper are filed herewith as Exhibits 10.1 and 10.2, respectively, and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits**

Exhibit 10.1 Employment Letter Agreement dated February 29, 2012

Exhibit 10.2 Stock Offer Letter dated February 29, 2012

SIGNATURE

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.

(Registrant)

SAIC, INC.

Date: March 2, 2012

By: /s/ Vincent A. Maffeo
Vincent A. Maffeo

Its: Executive Vice President and
General Counsel

February 29, 2012

Mr. John P. Jumper
18019 Pinnacle Drive
Spotsylvania, VA 22551

Dear John,

On behalf of Science Applications International Corporation (SAIC), I am pleased to present the terms of your compensation and other matters related to your position as Chief Executive Officer for Science Applications International Corporation (SAIC).¹ As CEO, you will report directly to the SAIC Board of Directors. You will also retain your membership on the Board of Directors of SAIC, but will resign your position on the audit committee effective March 1, 2012. Your primary office location will be in McLean, VA. Your weekly base salary will be \$23,076.93, which is equivalent to a rate of \$1,200,000 per year. In addition, you will receive a one-time sign-on incentive consisting of cash in the amount of \$150,000, less payroll tax withholding, to be paid within a reasonable time after you start date.² We would like you to start work no later than Thursday, March 1, 2012.

As a senior member of the SAIC management team, you will participate in our incentive compensation plan, which has both a short-term and a long-term component. Your target short-term performance bonus for the SAIC fiscal year 2013 (FY13), which ends on February 1, 2013, will be \$1,400,000, with the potential for up to \$2,205,000 for extraordinary performance. Short-term bonuses are payable in cash. You will also be eligible for a long-term (LTI) bonus expected to be distributed approximately 50% in performance shares, 25% in restricted stock units and 25% in options; the details of which will be explained in a separate letter. Awards for FY13 are granted in March or April of 2013 and based on both corporate performance and achievement of your FY13 performance objectives.

If your employment is involuntarily terminated by SAIC during the first two years of employment for reasons other than cause, SAIC will continue base salary, target short-term incentive and benefits for the balance of that period;³ provided, however, that if you become entitled to greater severance benefits pursuant to a separate Severance Protection Agreement or other arrangement authorized by the Board of Directors or a committee thereof, then such other severance benefits will apply in lieu of this letter. Except as otherwise specifically set forth in writing the severance benefits described in this letter will be SAIC's sole and exclusive obligation to you in the event you are terminated for reasons other than cause. In return for those separation benefits, you will be required to sign a release and a non-compete/non-solicitation agreement.⁴

This offer is contingent upon the following:

- Successful completion of background verification and checks.
- Successful completion of a drug test to determine the presence of illegal or unprescribed controlled substances. This process must be completed within two weeks of accepting your offer.
- Completion of Employment Eligibility Certification (I-9) and providing required documents (listed on the I-9 document) for proof of current eligibility to work in the United States.

¹ Subject to Board approval

² If my employment with SAIC terminates for any reason other than layoff, or if I transfer to Consulting Employee status within one year of my start date, I agree, as a condition of this offer, to reimburse SAIC the full amount of the sign-on bonus. Should that condition occur, I authorize SAIC to withhold the reimbursement amount from my final pay and accrued comprehensive leave, as permitted by law.

³ "Cause" shall be defined as (i) a willful failure to substantially perform your duties, (ii) gross misconduct, or (iii) conviction of a felony.

⁴ Should you become employed by SAIC it is understood that you or the Company may terminate this employment relationship at any time, with or without notice.

For over 40 years, SAIC's commitment to technical innovation, quality service and strong ethical standards has formed a strong foundation for employee leadership and career advancement contributing to our business success. It is SAIC's goal to foster an environment of rewarding professional challenges and opportunities. We look forward to having you as part of our team where you will have the opportunity to play a vital role in our continued success while continuing to nurture your career.

Please confirm your acceptance of these terms by signing below and completing the required pre-employment forms. Your acceptance is only valid upon receipt of your signed documents by SAIC. To accept these terms please sign and date below and return the pre-employment documents provided to you on February 27 to me in person or by email to george.b.reiter@saic.com by March 1, 2012. You should also return one copy of this letter with your signature, to me in the enclosed envelope.

We at SAIC are enthusiastic about your new role and are looking forward to working with you. Should you have any questions regarding this offer please feel free to contact me at (703) 676-4310 or (703) 608-5607.

Sincerely,

/s/ Brian F. Keenan

Brian F. Keenan
Executive Vice President
Human Resources

I hereby accept the foregoing terms of employment and acknowledge that no representations, offers or commitments, other than those contained herein, have been issued, given or made whatsoever. I understand that this agreement does not constitute a guarantee of employment for a fixed period and that my employment relationship with SAIC is at will.

I accept the terms and conditions set forth above.

/s/ John P. Jumper

John P. Jumper

29 Feb 2012

Date

SAIC is an Equal Opportunity / Affirmative Action Employer. All employment with SAIC is "At Will".

February 29, 2012

Mr. John P. Jumper
18019 Pinnacle Drive
Spotsylvania, VA 22551

Dear Mr. Jumper:

Should you accept the terms of employment with SAIC separately presented to you, a recommendation will be submitted to the Human Resources and Compensation Committee of the Board of Directors requesting that you be granted equity awards having an aggregate value of \$4,500,000. This is the long term incentive award referred to in our separate letter. The equity awards will be comprised of non-qualified options to purchase SAIC common stock, restricted stock units representing shares of SAIC common stock and a performance share award, each as described below, and granted pursuant to SAIC's 2006 Equity Incentive Plan (the "Plan").

A recommendation will be submitted to the Human Resources and Compensation Committee of the Board of Directors requesting that you be granted a non-qualified option to purchase shares of SAIC common stock. Such option grant will (i) be made effective as of March 30, 2012, (ii) have a per share exercise price equal to the closing sales price of SAIC's common stock on the New York Stock Exchange on the trading day before the grant date in accordance with the terms of the Plan, (iii) be exercisable for a number of shares of common stock resulting in such option grant having a value of \$1,125,000 as of the Grant Date using the Black-Scholes option-pricing model and rounded up to the nearest whole share, and (iv) vest and become exercisable (on a cumulative basis) as to 20%, 20%, 20% and 40% of the shares on the first, second, third and fourth year anniversaries of the grant date, respectively.

In addition, a recommendation will be submitted to the Human Resources and Compensation Committee of the Board of Directors requesting that you be granted a performance share award. Such performance share award will (i) be made effective as of March 30, 2012, (ii) have a target number of shares determined by dividing \$2,250,000 by the closing sales price of SAIC's common stock on the New York Stock Exchange on the trading day before the grant date and rounded up to the nearest whole share, (iii) be on the terms and conditions set forth in the Plan, the form of Performance Share Award Agreement approved by the Human Resources and Compensation Committee and the performance share award program for the three-year performance period covering fiscal year 2013 through fiscal year 2015 as approved by the Human Resources and Compensation Committee (the "FY13-FY15 PSA Program").

In addition, a recommendation will be submitted to the Human Resources and Compensation Committee of the Board of Directors requesting that you be granted restricted stock units pursuant to the Plan. Such grants shall (i) be made effective as of March 30, 2012, (ii) be for a number of underlying shares determined by dividing \$1,125,000 by the closing sales price of SAIC's common stock on the New York Stock Exchange on the trading day before the grant date and rounding up to the nearest whole share, and (iii) vest (on a cumulative basis) as to 20%, 20%, 20% and 40% of the shares on the first, second, third and fourth year anniversaries of the grant date, respectively.

If these recommendations are approved by the Human Resources and Compensation Committee, any offer of securities will be based upon the 2006 Equity Incentive Plan Summary and Prospectus, a copy of which will be provided to you. If you have any questions regarding the acquisition of securities of SAIC, Inc., please contact me at (858) 826-7320.

Very truly yours,

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

/s/ Nancy A. Walker

Nancy A. Walker
Senior Paralegal