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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

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**FORM 8-K**

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**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 21, 2012**

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**THE COOPER COMPANIES, INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**1-8597**  
(Commission  
File Number)

**94-2657368**  
(IRS Employer  
Identification No.)

**6140 Stoneridge Mall Road, Suite 590, Pleasanton, California 94588**  
(Address of principal executive offices)

**(925) 460-3600**  
(Registrant's telephone number, including area code)

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Check the appropriate box below if the Form 8-K 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 December 21, 2012, CooperVision, Inc. entered into "Amendment No. 1 to License Agreement," which amended the License Agreement effective as of November 19, 2007, by and between CooperVision, Inc., on the one hand, and CIBA Vision AG and CIBA Vision Corporation, on the other hand. The Amendment revised the royalty rate effective January 1, 2013.

**ITEM 8.01. Other Events.**

Reflecting the effect of Amendment No. 1 set forth in Item 1.01, the Company revises its full year Fiscal 2013 guidance. Guidance is summarized as follows:

	FY 2013 Guidance Old	FY2013 Guidance New
<b>Revenues (In millions)</b>		
Total	\$1,565 - \$1,625	\$1,565 - \$1,625
CooperVision	\$1,250 - \$1,290	\$1,250 - \$1,290
CooperSurgical	\$315 - \$335	\$315 - \$335
<b>EPS</b>		
GAAP	\$5.70 - \$6.00	\$5.90 - \$6.10
Non-GAAP	\$5.70 - \$6.00	\$5.90 - \$6.10
Free Cash Flow (In millions)	\$200 - \$230	\$210 - \$230

Guidance assumes constant currency at the date of issuance.

**Forward-Looking Statements**

This Item 8.01 contains "forward-looking statements" as defined by the Private Securities Litigation Reform Act of 1995. Statements relating to guidance, plans, prospects, goals, strategies, future actions, events or performance and other statements which are other than statements of historical fact, including our 2013 Guidance and all statements regarding anticipated growth in our revenue, expected results of operations and integration of any acquisition are forward-looking. To identify these statements look for words like "believes," "expects," "may," "will," "should," "could," "seeks," "intends," "plans," "estimates" or "anticipates" and similar words or phrases. Forward-looking statements necessarily depend on assumptions, data or methods that may be incorrect or imprecise and are subject to risks and uncertainties.

Among the factors that could cause our actual results and future actions to differ materially from those described in forward-looking statements are: adverse changes in the global or regional general business, political and economic conditions due to the current global economic downturn, including the impact of continuing uncertainty and instability of certain European Union countries that could adversely affect our global markets; foreign currency exchange rate and interest rate fluctuations including the risk of further declines in the value of the Euro that would decrease our revenues and earnings; acquisition integration delays or costs or the requirement to record significant adjustments to the preliminary fair value of assets acquired and liabilities assumed within the measurement period; reduced sales, loss of customers and costs and expenses related to the recall of certain lots of Avaira Toric and Avaira Sphere contact lenses; a major disruption in the operations of our manufacturing, research and development or distribution facilities due to technological problems, natural disasters or other causes; disruptions in supplies of raw materials, particularly components used to manufacture our silicone hydrogel lenses; legal costs, insurance expenses, settlement costs and the risk of an adverse decision or settlement related to product liability, patent or other litigation; limitations on sales following new product introductions due to poor market acceptance; new competitors, product innovations or technologies; the impact of acquisitions or divestitures on revenues, earnings or margins; the requirement to provide for a significant liability or to write off, or accelerate depreciation on, a significant asset, including goodwill; changes in United States and foreign government regulations of the retail optical industry and of the healthcare industry generally; changes in tax laws or their interpretation and changes in effective tax rates; dilution to earnings per share from acquisitions or issuing stock and other events described in our Securities and Exchange Commission filings, including the "Business" and "Risk Factors" sections in the Company's Annual Report on Form 10-K for the fiscal year ended October 31, 2012, as such Risk Factors may be updated in quarterly filings.

We caution investors that forward-looking statements reflect our analysis only on their stated date. We disclaim any intent to update them except as required by law.

**ITEM 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit</u>	<u>Description</u>
99.1	Amendment No. 1 to License Agreement

**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.

THE COOPER COMPANIES, INC.

By /s/ Rodney E. Folden

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Rodney E. Folden  
Vice President and  
Corporate Controller  
(Principal Accounting Officer)

Dated: December 21, 2012

**EXHIBIT INDEX**

<u>Exhibit</u>	<u>Description</u>
99.1	Amendment No. 1 to License Agreement

**Confidential treatment has been requested for portions of this exhibit. The copy filed herewith omits the information subject to the confidentiality request. Omissions are designated as [\*]. A complete version of this exhibit has been filed separately with the Securities and Exchange Commission.**

**AMENDMENT NO. 1 TO LICENSE AGREEMENT**

This Amendment No. 1 to License Agreement (“Amendment No. 1”) is entered into effective as of January 1, 2013 (“Amendment Effective Date”) by and among the following:

Alcon Pharmaceuticals Ltd., a company organized and existing under the laws of Switzerland, having its principal place of business at Route des Arsenaux 41, 1701 Fribourg, Switzerland;

CIBA Vision Corporation, a Delaware corporation, having its headquarters at 11460 Johns Creek Parkway, Duluth, Georgia 30097-1518; and

CooperVision, Inc., a New York corporation, having its headquarters at 6140 Stoneridge Mall Road, Suite 590, Pleasanton, California 94588-3772

The Parties hereby agree as follows:

1. Capitalized terms used but not defined in this Amendment No. 1 shall have the meaning provided in the License Agreement.

2. “License Agreement” as used herein shall mean that certain License Agreement entered into by the Parties having an Effective Date of November 19, 2007.

3. The first sentence of Section 3.01 of the License Agreement shall be deemed amended as of the Amendment Effective Date, such that CooperVision shall pay royalties to Alcon Pharmaceuticals Ltd. (instead of CIBA Vision AG) during the remaining term of the License Agreement of [\*] of the Net Sales of CooperVision Licensed Products. The Parties acknowledge and agree, for purposes of clarity, that the foregoing royalty rate shall apply to Net Sales of CooperVision Licensed Products that occur on or after the Amendment Effective Date of January 1, 2013.

4. This Amendment No. 1 shall constitute an amendment of the License Agreement entered into in accordance with Section 12.05 of the License Agreement.

5. Nothing contained in this Amendment No. 1 shall be deemed to grant, or construed as granting, any license of any kind not contained in the License Agreement as of the Effective Date of November 19, 2007.

6. Except as expressly set forth herein, the License Agreement shall continue in full force and effect, in accordance with the terms and conditions set forth therein.

7. This Amendment No. 1 may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument. Any such counterpart may comprise one or more duplicates or duplicate signature pages, any of which may be executed by less than all of the Parties, provided that each Party executes at least one such duplicate or duplicate signature page. A copy of an executed original of this Amendment No. 1 shall be admissible in evidence for all purposes in any legal proceeding as between the Parties.

[SIGNATURE PAGE FOLLOWS]

**[\*]Certain information on this page has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

Each of the Parties has caused this Amendment No. 1 to be executed by its respective duly-authorized officer as of the Amendment Effective Date.

ALCON PHARMACEUTICALS LTD.

By: /s/ George Bates  
Title: Head of Finance, APL  
Date: 12/21/12

By: /s/ Lawrence St. John  
Title: Attorney-in-Fact  
Date: 12/21/12

CIBA VISION CORPORATION

By: /s/ Gregg C. Brown  
Title: Vice President, IP Legal  
Date: 12/21/12

COOPERVISION, INC.

By: /s/ Carol R. Kaufman  
Title: VP  
Date: 12/21/12