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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 11, 2013**

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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.**

2014 Incentive Payment Plan

On December 11, 2013, the Organization and Compensation Committee (the “Committee”) of the Board of Directors of The Cooper Companies, Inc. (“Cooper”) approved the 2014 Incentive Payment Plan (the “2014 Plan”) for Cooper and its subsidiaries (collectively with Cooper, the “Company”), a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

The 2014 Plan provides incentives to officers and key employees of the Company who are expected to contribute significantly to increasing the Company’s revenue, income, earnings per share and cash flow. Participation levels under the 2014 Plan are set at percentages of base salaries previously assigned to designated positions within the Company. Awards will be paid under the 2014 Plan with respect to the Company’s 2014 fiscal year, ending October 31, 2014, if the operating business’ (CooperVision’s or CooperSurgical’s) or the Company’s consolidated results (depending upon the named participant’s employer) meet specified performance targets. Performance targets for named participants employed by an operating business are tied to the attainment by that business of specified levels of revenue, operating income, earnings per share and cash flow as defined in the 2014 Plan. For named participants employed by Cooper, performance targets are tied to the attainment of certain levels of consolidated revenue, operating income, earnings per share and cash flow as defined in the 2014 Plan. In addition, a component of the participants’ awards may be granted on a discretionary basis by each participant’s division head or the Chief Executive Officer, or in the case of the five most highly paid executive officers and named Section 16(b) officers, by the Committee, following an assessment of each participant’s performance.

**Item 8.01. Other Events.**

On December 12, 2013, The Cooper Companies, Inc. (“Company”) announced that its Board of Directors amended the 2012 Share Repurchase Program (“Program”). The amendment increased the total authorized repurchase amount to \$500.0 million from \$300.0 million of the Company’s outstanding common stock. The Program has no expiration date. With this amendment, the remaining amount available for the repurchase of the Company’s common stock under the Program is \$261.5 million. Purchases may be made from time-to-time on open market at prevailing market prices or in privately negotiated transactions. The amount and timing of the share repurchase will depend on business and market conditions, stock price, trading restrictions, acquisition activity and other factors. The share repurchase program does not obligate the Company to acquire any particular amount of common stock, and the repurchase program may be suspended or discontinued at any time at the Company’s discretion.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits:

<u>Exhibit No.</u>	<u>Description</u>
10.1	The Cooper Companies, Inc. 2014 Incentive Payment Plan
99.1	Press Release dated December 12, 2013 regarding expansion of Share Repurchase Program

**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/ Carol R. Kaufman

Carol R. Kaufman

Executive Vice President, Secretary, Chief

Administrative Officer & Chief Governance Officer

Dated: December 16, 2013

**INDEX TO EXHIBITS**

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**2014 INCENTIVE PAYMENT PLAN**

**FINAL  
December 11, 2013**

**THE COOPER COMPANIES, INC.**

**2014 INCENTIVE PAYMENT PLAN**

**SECTION I – NAME**

The name of this plan is the “2014 Incentive Payment Plan” (the “Plan” or “IPP”).

**SECTION II – SCOPE**

This Plan sets out the IPP guidelines for the following Business Units of The Cooper Companies, Inc. and its subsidiaries (the “Company” or “TCC”):

CooperVision (“CVI”) Consolidated  
CooperSurgical (“CSI”) Consolidated  
Corporate HQ

Where the terms of this Plan differ from the terms of any Participant’s employment or severance contract, the terms of such contract will dictate. No new such arrangements shall be entered into without the advance written approval of all of the following: The Company’s Chief Financial Officer (“CFO”), its Chief Executive Officer (“CEO”) and the Organization and Compensation Committee of the Board of Directors (the “Committee”).

**SECTION III – PURPOSE**

The purpose of the Plan is to provide incentives to officers and key employees of the Company who are in a position to contribute significantly to increasing (1) Revenue, (2) Income, (3) Earnings Per Share (“EPS”) and (4) Cash Flow, as defined in the Plan. The Plan also includes a discretionary pool designed to allow for a subjective evaluation of each Business Unit’s and/or Participant’s performance and for awards for achievement not otherwise adequately reflected in the awards tied to Revenue, Income, EPS or Cash Flow.

**SECTION IV – COMPENSATION PHILOSOPHY**

It is the Company’s philosophy that:

- The Company’s executive compensation programs are designed to attract, motivate and retain executive talent with the skills, experience, motivation and commitment needed to optimize stockholder value in a competitive environment.
- The Company believes that employee performance and achievement will result in economic benefits and support the goal of increasing stockholder value in the Company by achieving specific financial and strategic objectives.
- All employees be paid a base salary that is competitive with salaries paid by comparable organizations, based on each employee’s experience, performance and geographical location.
- Employees whose efforts achieve the goals outlined in Section III – Purpose be provided with the opportunity to significantly increase their total compensation, via this Plan and certain other benefit plans.

**SECTION V – DEFINITIONS**

“Budget” or “Budgeted,” when used in conjunction with any measuring device under this Plan (e.g., Revenue Budget or Budgeted Revenue) shall mean the approved 2014 Budget for each Participant’s Business Unit, adjusted where appropriate to reflect acquisitions and/or divestitures in accordance with “deal sheets” approved by, and in the sole discretion of, the Board of Directors.

“Business Unit” shall mean any operating or headquarters unit so established by the Company. For the 2014 Plan, the designated Business Units are set out in Section II – Scope, above.

“Cash Flow” shall mean the following:

For all Business Units, Cash Flow is defined as cash provided by operating activities less purchases of property, plant and equipment (i.e., free cash flow) in accordance with the policies and procedures of the Company and Accounting Principles Generally Accepted in the United States of America (“GAAP”).

For ALL measurements of Cash Flow, the balance sheet increases and decreases detailed above shall be the result of comparing the fiscal 2014 year-end balance sheet to the final ACTUAL balance sheet as at the end of fiscal 2013.

“Earnings Per Share” or “EPS” shall mean fully diluted earnings per share as computed in accordance with GAAP except for adjustments mutually agreed between Executive Management and the Board of Directors or Organization and Compensation Committee.

“Eligible Individual” shall mean any person employed by the Company who is paid a salary or a fixed monthly amount, as distinguished from an hourly wage.

“Executive Management” shall mean the CEO and the CFO for purposes of administering this Plan.

“Executive Team” shall mean certain senior executives, including members of management covered by Rule 16(b) under the Securities and Exchange Act of 1934, designated by the Committee as the key executive management of the Company, CVI and CSI.

“Income” shall mean the operating income for each individual Business Unit in accordance with GAAP except for adjustments mutually agreed between Executive Management and the Board of Directors or Organization and Compensation Committee.

“Participant” shall mean any Eligible Individual selected to have the opportunity to earn an award under the Plan in accordance with its terms.

“Revenue” shall mean net revenue accounted for in accordance with GAAP, including freight costs reimbursed by customers but adjusted for the use of budgeted currency rates. In general terms, net revenue is the result of deducting from total gross revenue any returns, discounts, rebates and any sales tax charged to customers.

“Salary” shall mean the actual base salary paid to an Eligible Individual during the Year while a Participant in the Plan. No items of supplemental compensation (prior year bonus, relocation or automobile allowances, special stipends, etc.) will be considered part of Salary.

“Year” shall mean the fiscal year of the Company, which is November 1 through October 31.

#### SECTION VI – ELIGIBILITY FOR PARTICIPATION

Participation in the Plan will be offered to those Eligible Individuals who, in the opinion of the Company, are in a position to significantly influence the Company’s Revenue, Income, EPS and/or Cash Flow. Eligibility for participation shall be at the sole discretion of the Committee, which may delegate this authority to Executive Management for non Executive Team reporting levels.

#### SECTION VII – AWARD OPPORTUNITY

At the beginning of each Year, or as otherwise appropriate, the Committee, which may delegate this authority to Executive Management for non Executive Team reporting levels, will classify each Participant into a category indicating his or her incentive opportunity for achievement of 100% of established goals. The incentive opportunity will range from 10% to 100% of Salary and may be adjusted upward or downward from the previous Year’s level.

## SECTION VIII – DETERMINATION OF INCENTIVE PAYMENT

Each Participant’s incentive award opportunity will be based in part on the performance of the Business Unit of which Participant is a member and in part based on a discretionary evaluation of his or her performance. In the event that any Participant, other than members of the Executive Team, works for more than one Business Unit over the course of the Year, Executive Management shall, in its sole and absolute discretion, prorate IPP achievement; however, in no event shall any Participant receive a total IPP amount greater than the maximum amount that would have been payable had Participant been employed solely by the Business Unit which receives the greatest IPP achievement. The total award opportunity for Business Units will be the sum of applicable assigned percentage weightings for Revenue, Income, EPS and Cash Flow (together, “Quantitative Criteria”) and discretionary, as set out in Attachment I. At the discretion of Executive Management, the calculations for certain individual Participants’ quantitative incentive awards may be prorated between a Business Unit and Corporate Headquarters.

Goals for earning an award payment will be based on the percentage of Budget achievement generated for each of the Quantitative Criteria. Executive Management will provide the Committee a report on variances to the consolidated Budgets for Revenue, Income, EPS and Cash Flow, highlighting key variances including nonrecurring, noncontrollable and/or discretionary items. The Committee may elect to include or exclude certain of these items for purposes of determining the overall Corporate HQ quantitative Budget achievement. Executive Management may exercise this same discretion in assessing the Budget achievement of each of the Company’s other Business Units. The amount of discretionary payments reflects the qualitative assessment of each individual Participant’s performance, by his or her supervisor, senior management and/or Executive Management. Executive Management will consult with the Committee before determining the overall level of achievement of each Business Unit’s discretionary criteria, the percentage achievements of which may vary from Participant to Participant. The level of achievement of both the quantitative and discretionary components for each of the Executive Team shall be recommended by Executive Management to the Committee. The determination of the amounts of said components for each Executive Team will be made by the Committee.

Each Quantitative Criteria will be measured separately for achievement of Budget. The matrix below indicates the level of IPP achievement that coincides with a given Budget achievement. The two primary or larger Quantitative Criteria, which may be two of three if there are three primary, must achieve at least 95% percentage of budget achievement before the total IPP payment associated with Quantitative Criteria can exceed 100%. The IPP achievement of the discretionary portion may also range from 0% to a percentage deemed appropriate by Executive Management and, in the case of the Executive Team, determined by the Committee after receipt of recommendations from Executive Management.

<u>If Revenue Achievement is</u>	<u>If EPS, Free Cash Flow or Income Achievement is (2)(4)</u>	<u>IPP Achievement is (1)(3)</u>
Less than 90%	Less than 85%	0%
94%	88%	59.8%
96%	92%	73.2%
98%	96%	86.6%
100%	100%	100.0%
105%	110%	150.0%
110% or more	120% or more	200.0% Maximum(2)

- (1) This is of the level indicated as the “incentive opportunity” in Section VII.
- (2) Executive Management and/or the Committee reserves the right to adjust indicated levels for quantitative criteria where target figures are so small as to invite anomalous results.
- (3) The Committee in its discretion may reduce the bonus that otherwise would be payable based on satisfaction of the foregoing quantitative goals to take into account such qualitative factors as it may determine; provided, however, the Committee may not reduce such bonus by more than 25%.
- (4) Non GAAP EPS will be considered where circumstances warrant and are approved by the Board of Directors or Organization & Compensation Committee.

Specific examples of the award determination process are included as Attachment III.



## SECTION IX – FORM OF PAYMENT

Payments under this Plan may be made in the form of a combination of cash and common stock of the Company. The percentage mix of the payment will be at the sole discretion of the Board of Directors of the Company, subject to the limitation that the stock portion of the payment will not exceed 50% of the total. Such determination will be made at the time the Board approves payments to be made under the Plan. Unless recommended otherwise by the Committee to the Board of Directors, any common stock portion of the payment will be made in shares of restricted stock bearing a restriction of up to 30 days, at no cost to the Participant other than required payments for taxes. The Committee may elect to pay the CEO, for achievement above 75%, in restricted stock or restricted stock units with up to three-year cliff vesting.

## SECTION X – TIMING OF AWARD PAYMENTS

Incentive award payments for each Participant will be made net of all required withholdings and will be calculated and accrued in the appropriate Business Unit's books from time to time during the Year based on projected results for Quantitative Criteria and a reasonable estimate of the discretionary percentage. The indicated payment for Quantitative Criteria plus a reasonable estimate of discretionary must be accrued for as at the end of each Year. No IPP payments for Quantitative Criteria in excess of the accrual balance will be made. Such accruals will be calculated based upon each Business Unit's performance against Budget for the Year then ended as discussed above and illustrated in the attached examples. No payments will be made to any Participant until Executive Management has had an opportunity to review the results of the first two months of the subsequent Year. To the extent that such first two months results reflect negative anomalies that are determined by Executive Management to relate back to the previous Year, award payments for such Year may be delayed by Executive Management and, subject to approval by the Committee, may be decreased or canceled. The target date to release payments, therefore, will be January 31, 2015, subject to acceleration or delay by Executive Management, in its sole and absolute discretion.

## SECTION XI – TERMINATION OF EMPLOYMENT

Except where required pursuant to a previously existing employment agreement (or extenuating circumstances, which will be handled on an ad hoc basis by Executive Management), any Participant whose employment is terminated by the Company prior to the end of the Year, or by the Participant prior to the payment for such Year for any reason other than death or retirement or disability consistent with the Company's then current provisions for retirement and/or disability, will forfeit any opportunity to receive an award under the Plan for that Year.

In the case of a Participant's retirement, disability or death, such Participant (or designated heir in the event of the Participant's death) may, at the discretion of Executive Management, be eligible to receive a pro rata payment under the Plan for the period prior to cessation of active full-time employment. Pro rata payments will be made concurrently with other payments under the Plan.

## SECTION XII – NEW HIRES AND PROMOTIONS

Individuals hired or promoted during the Year may become Participants in the Plan subject to the approval of Executive Management. Partial Year Participants may be eligible to earn a pro rata award. Separate pro rata calculations will be made for any Participant who is promoted to a higher incentive opportunity during the Year.

## SECTION XIII – GENERAL PROVISIONS

- (1) Each Participant shall treat as personal and strictly confidential any and all information related to Participant's inclusion in the Plan.
- (2) The expenses of administering the Plan shall be borne by the Company.
- (3) No employee has any right or claim to be a Participant in the Plan or to receive a payment under the Plan.
- (4) Participation in the Plan does not provide any employee the right to be retained in the employment of the Company.
- (5) A Participant may not assign or transfer any rights under the Plan. Any attempt to do so will invalidate those rights.
- (6) The Plan shall be subject to all applicable federal and state laws and regulations. Payments made under the Plan shall only be made to the extent permitted by such laws and regulations, subject to all applicable taxes.

SECTION XIV – AMENDMENT OR TERMINATION

The Plan may be amended or terminated at any time by action of the Board of Directors of the Company.

SECTION XV – ADMINISTRATION AND INTERPRETATION

Executive Management shall be responsible, in its sole discretion, for administration of the Plan, and the Committee shall be responsible for interpretation of this Plan. Such interpretations shall be final.

Attachments: I Weighting Factors  
II List of Participants and Levels of Participation  
III Example of Award Determination – by Operating Unit (redacted)

Budgets: 2014 Budgets – Previously provided in the 2014 Budget Presentation approved by the BOD, and that Cash Flow will be revised to launch off a certified 10/31/13 balance sheet except for subsequent changes for acquisitions or divestitures or any other changes approved by the Committee.

**ATTACHMENT I****WEIGHTING FACTORS**

---- Weighting Percentages of IPP Entitlement Factors ----

	<u>Revenue Total</u>	<u>Income</u>	<u>EPS</u>	<u>Cash Flow</u>	<u>Quantitative</u>	<u>Discretionary</u>	
All CVI Units	25	30	10	10	75	25	100
All CSI Units	25	30	10	10	75	25	100
Corporate HQ	25	10*	30	10	75	25	100

Two top financial metrics in the Quantitative Criteria, which may be two of three if there are three primary, must achieve at least 95% of IPP percentage achievement before the total IPP payment associated with the Quantitative Criteria can exceed 100%.

\*Weighting 50% CVI and 50% CSI

**ATTACHMENT II****LIST OF PARTICIPANTS AND LEVELS OF PARTICIPATION**

<u>NAME</u>	<u>TITLE</u>	FY 2014 IPP <u>ELIGIBILITY %</u>
Robert S. Weiss	President and Chief Executive Officer	100%
Carol R. Kaufman	Executive Vice President, Secretary, Chief Administrative Officer and Chief Governance Officer	60%
Greg W. Matz	Vice President, Chief Financial Officer and Chief Risk Officer	55%
Albert G. White, III	Vice President and Chief Strategy Officer	55%
John A. Weber	President, CooperVision, Inc.	60%

**NEWS RELEASE****CONTACT:**

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**THE COOPER COMPANIES EXPANDS SHARE REPURCHASE PROGRAM**

**PLEASANTON, Calif., December 12, 2013** – The Cooper Companies, Inc. (NYSE: COO) today announced that its Board of Directors has authorized the repurchase of up to an additional \$200.0 million of common stock under the existing share repurchase program. With this approval the Company is now authorized to repurchase up to \$500.0 million of its common stock. The program has \$261.5 million of remaining availability and no expiration date.

**About The Cooper Companies**

The Cooper Companies, Inc. (“Cooper”) is a global medical device company publicly traded on the NYSE Euronext (NYSE:COO). Cooper is dedicated to being A Quality of Life Company™ with a focus on delivering shareholder value. Cooper operates through two business units, CooperVision and CooperSurgical. CooperVision brings a refreshing perspective on vision care with a commitment to crafting a wide range of high-quality products for contact lens wearers and providing focused practitioner support. CooperSurgical focuses on supplying women’s health clinicians with market leading products and treatment options to improve the delivery of healthcare to women. Headquartered in Pleasanton, CA, Cooper has over 8,000 employees with products sold in over 100 countries. For more information, please visit [www.coopercos.com](http://www.coopercos.com).

**Forward-Looking Statements**

This news release 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 yen and 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; 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; the impact of acquisitions or divestitures on revenues, earnings or margins; limitations on sales following new product introductions due to poor market acceptance; new competitors, product innovations or technologies; reduced sales, loss of customers, and costs and expenses related to recalls; new U.S. and foreign government laws and regulations, and changes in existing laws, regulations and enforcement guidance, which affect the medical device industry and the healthcare industry generally; failure to receive, or delays in receiving, U.S. or foreign regulatory approvals for products; failure to obtain adequate coverage and reimbursement from third party payors for our products; compliance costs and potential liability in connection with U.S. and foreign healthcare regulations, including product recalls, and potential losses resulting from sales of counterfeit and other infringing products; legal costs, insurance expenses, settlement costs and the risk of an adverse decision or settlement related to product liability, patent protection or other litigation; changes in tax laws or their interpretation and changes in effective tax rates; the requirement to provide for a significant liability or to write off, or accelerate depreciation on, a significant asset, including goodwill; the success of the Company’s research and development activities and other start-up projects; dilution to earnings per share from acquisitions or issuing stock; changes in accounting principles or estimates; environmental risks 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.