
**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): September 12, 2013 (September 9, 2013)

REGENERON PHARMACEUTICALS, INC.
(Exact Name of Registrant as Specified in Charter)

New York
(State or other jurisdiction
of Incorporation)

000-19034
(Commission
File No.)

13-3444607
(IRS Employer
Identification No.)

**777 Old Saw Mill River Road,
Tarrytown, New York 10591-6707**
(Address of principal executive offices, including zip code)

(914) 847-7000
(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))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective September 9, 2013, Regeneron Pharmaceuticals, Inc. (the “Company”) appointed Robert E. Landry as Senior Vice President of Finance, Deputy Chief Financial Officer. Mr. Landry will assume the position of the Company’s Chief Financial Officer effective October 1, 2013.

Previously, Mr. Landry, 49, served as Senior Vice President, Treasurer, at Pfizer Inc. from October 2012 to August 2013 and Senior Vice President – Finance, Pfizer’s Diversified Business, from October 2009 to October 2012. Prior to those roles, Mr. Landry held a number of positions at Wyeth, which was acquired by Pfizer Inc. in October 2009, including Treasurer and Principal Corporate Officer from 2007 to 2009, Director of Pharmaceutical Marketing and Sales of Wyeth’s Australian affiliate from 2006 to 2007, and Chief Financial Officer of Wyeth’s Australian and New Zealand affiliates from April 2004 to January 2006.

Mr. Landry and the Company are parties to an offer letter effective September 9, 2013 (the “Offer Letter”). Under the terms of the Offer Letter, Mr. Landry is entitled to an annual base salary of \$500,000 and will be eligible for an annual bonus target for 2014 of 45% of his base salary based on his and the Company’s performance. In addition, he is entitled to a sign-on bonus consisting of \$50,000 to be paid initially and \$50,000 to be paid after six months of employment. The sign-on bonus amounts are subject to repayment if Mr. Landry leaves the Company prior to completing a full year of service from the date of receipt of the relevant bonus amount. He will also receive, under the Company’s Second Amended and Restated 2000 Long-Term Incentive Plan, an award of options to purchase 80,000 shares of the Company common stock, \$0.001 par value per share (“Common Stock”), which will vest in four equal installments beginning on the first anniversary of the date of the commencement of his employment, and an award of 5,000 shares of restricted Common Stock that will vest in its entirety on September 9, 2018, provided he remains employed by the Company through that date.

Mr. Landry will participate in the Company’s Change in Control Severance Plan, a copy of which was previously filed as Exhibit 10.5 to the Company’s Annual Report on Form 10-K for the year ended December 31, 2008, filed with the Securities and Exchange Commission on February 26, 2009, as well as in benefit programs offered by the Company to similarly situated employees. The description of Mr. Landry’s compensation arrangements set forth above is qualified in its entirety by reference to the Offer Letter, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Murray A. Goldberg, the Company’s current Senior Vice President, Finance and Administration, Chief Financial Officer and Assistant Secretary, will cease to be the Company’s Chief Financial Officer effective October 1, 2013 and is expected to remain with the Company as its Senior Vice President, Administration and Assistant Secretary through the end of 2014.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.1 Offer Letter for Robert Landry effective September 9, 2013.

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.

Date: September 12, 2013

REGENERON PHARMACEUTICALS, INC.

By: /s/ Joseph J. LaRosa

Name: Joseph J. LaRosa

Title: Senior Vice President, General Counsel and Secretary

Exhibit Index

Number

Description

10.1 Offer Letter for Robert Landry effective September 9, 2013.



Paul Davies
Vice President
Human Resources

Regeneron Pharmaceuticals, Inc.
777 Old Saw Mill River Road
Tarrytown, NY 10591-6707

Phone 914 847 7600
Fax 914 847 7790
E-mail paul.davies@regeneron.com
www.regeneron.com

September 3, 2013

Robert Landry

Dear Bob,

On behalf of Regeneron Pharmaceuticals, Inc. I am pleased to confirm our offer for the position of Senior Vice President of Finance, Deputy Chief Financial Officer, reporting to Leonard Schleifer, President and CEO. Your start date will be September 9th, 2013. On or about October 1st 2013 you will become Senior Vice President of Finance, Chief Financial Officer, reporting to Leonard Schleifer.

COMPENSATION:

Base Salary: We are offering you an annualized compensation of \$500,000.00 paid at a bi-weekly rate of \$19,230.77 subject to tax and other customary deductions. This is a full-time exempt position which means you are not entitled to overtime pay.

Sign-On Bonus:

- Upon the start of your employment with Regeneron, we will make a one-time, lump-sum payment to you in the amount of \$50,000.00, less applicable federal, state and local taxes. This bonus will be paid out on the first payday after your start date.
- Regeneron will provide a further one-time lump-sum payment of \$50,000.00, less applicable federal, state and local taxes on the first payday following the 6 month anniversary of your start date and contingent upon your continued employment with Regeneron.

Please be advised that these payments will be subject to repayment if you leave Regeneron prior to completing one full year of service from the receipt date of each of the above mentioned bonuses in accordance with the Company's policy.

Performance Bonus: You will be eligible for consideration for an annual discretionary bonus based on your performance for 2014 (all subject to change in accordance with our compensation plan and approvals), which shall be paid by the Company in its sole discretion. The target bonus for Senior Vice President of Finance is currently 45%. You will not be eligible to receive any such bonus or a portion of bonus for any years if you are not actively employed by the Company on the date on which bonuses are paid out. Payout of this bonus, if eligible, is expected to be in early 2015.

September 3, 2013
Robert Landry

Initial: /s/ REL

Stock Options: As an added incentive, you will be awarded an option to purchase 80,000 shares of Regeneron common stock in accordance with Regeneron's Second Amended and Restated 2000 Long-Term Incentive Plan and your award agreement thereunder. These options will be granted on your hire date. (Subject to the approval of the Compensation Committee of Regeneron's Board of Directors.) The exercise price of the options will be determined by the average of the high and low price of Regeneron's stock on the date of grant. Shortly after the Committee approves the new hire grant on that date, you will receive your Notification of Grant Award, a Plan Description and a FAQ for your review and records. The stock options will vest at 25% per year over four years.

Since you are employed by the company after July 1st, 2013 you will not be eligible for consideration for an annual stock option award (all subject to change in accordance with our compensation plan and approvals).

Restricted Stock Award: As a further incentive, you will receive a grant of 5,000 shares of restricted stock in accordance with Regeneron's Second Amended and Restated 2000 Long-Term Incentive Plan and your award agreement thereunder. These restricted shares will be granted on your hire date. (Subject to the approval of the Compensation Committee of Regeneron's Board of Directors.) These shares of restricted stock will vest in their entirety on the fifth anniversary of the grant date (five year "cliff vesting"), with no partial vesting before the fifth anniversary of the date of the grant.

Tax Planning: You will also be eligible for tax planning and other benefits generally available to Senior Vice Presidents.

CHANGE IN CONTROL: Upon approval by the Compensation Committee, you will be eligible for the Regeneron Pharmaceuticals, Inc. Change in Control Severance Plan. All current Senior Vice Presidents are considered "Group 2" Executives. I have enclosed a copy of the Plan for your information.

PAID TIME OFF: Annual paid time off will be twenty-three (23) days per calendar year prorated based on your effective date of employment and shall accrue thereafter according to Company Policy. With other Regeneron employees, you will also receive the week between the Christmas and New Year's holidays off with pay.

HEALTH AND WELFARE BENEFITS: Coverage for group insurance, e.g., medical, dental, vision, life insurance, and short and long term disability, will be provided in accordance with the terms and conditions of each Plan. Coverage for medical, dental, vision, and life insurance will become effective on your first day of employment.

SAVINGS PLAN (401K): You will be eligible to participate in the Regeneron 401(k) Plan immediately upon your first day of employment. As soon as our 401(k) plan administrators receives your information from payroll they will send you a notice telling you that you will be automatically enrolled in the plan at a rate of 3% and that you have 30 days to either opt out of the plan or to set a different percentage. The 401(k) plan allows for a matching contribution in Regeneron stock each year.

On your first day of employment we will provide you with an orientation designed to review benefits, facilities, corporate policies, and safety procedures and practices.

September 3, 2013
Robert Landry

Initial: /s/ REL

CONTINGENCIES: This offer is contingent upon:

- Verification of employment authorization. The Immigration & Reform Control Act of 1986 requires that we verify the employment authorization of every employee hired in order to determine if the individual is legally authorized to work in the United States. Employment is conditional on providing proof of eligibility within 3 days of your start date. You must present an original document which establishes both employment authorization and identity, or a combination of an original document which establishes employment authorization and a separate original document which establishes identity.
- Successful completion of reference checks and a receipt of a positive background report. This report will verify your previous employment(s), education and certifications, and will check criminal court records, if any.
- Our review of, and our being satisfied in our sole discretion regarding, your existing agreement(s) with your current employer to the extent such agreement(s) remain(s) in effect after the cessation of your employment with such employer.
- Your signing of the Agreement of Certain Terms and Conditions of Employment on your start date. I have enclosed a sample copy of the Agreement of Certain Terms and Conditions of Employment for your review.

This offer is not intended to constitute a contract, nor does it guarantee employment for any specific period of time. If, at any time, for any reason, you or Regeneron choose to terminate the employment arrangement, either party is free to do so.

To indicate your concurrence and acceptance please initial all pages and sign the third page of this letter, return the duplicate to me, and retain the original for your records. The effective date of this agreement is September 9th, 2013.

We wish you the best and trust you will find your work with Regeneron both rewarding and satisfying. Please feel free to call me at 914-847-7600 if you have any questions.

Sincerely,

/s/ Paul Davies

Paul Davies
Vice President, Human Resources

I accept this offer of employment on the conditions outlined above.

Signed: /s/ Robert E. Landry