

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): December 23, 2010

NEKTAR THERAPEUTICS  
(Exact Name of Registrant as Specified in Charter)

Delaware  
(State or Other Jurisdiction  
of Incorporation)

0-24006  
(Commission  
File Number)

94-3134940  
(IRS Employer  
Identification No.)

455 Mission Bay Boulevard South  
San Francisco, California 94158  
(Address of Principal Executive Offices and Zip Code)

Registrant's telephone number, including area code: (415) 482-5300

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**

(b) On December 23, 2010, Bharatt M. Chowrira, who serves as Senior Vice President and Chief Operating Officer of Nektar Therapeutics, a Delaware corporation (the "Company"), agreed with the Company that he would depart from the Company on January 3, 2011 (the "Departure Date"). In connection with his departure, Mr. Chowrira entered into a Separation and General Release Agreement with the Company (the "Separation Agreement"). The Separation Agreement provides for the following severance benefits which are substantially in accordance with the severance benefits provided in Mr. Chowrira's offer letter agreement dated December 1, 2008: (i) the Company will pay Mr. Chowrira a lump sum severance payment of \$600,000, as well as monthly severance payments of \$36,533 for up to 6 months (unless he commences employment with another employer prior to the expiration of this 6-month period), less all applicable withholdings and standard deductions; (ii) the Company will be responsible for 12 months of COBRA continuation coverage for Mr. Chowrira and his eligible dependents (unless he commences employment with another employer prior to the expiration of this 12-month period); (iii) Mr. Chowrira's stock options, to the extent outstanding and vested as of the Departure Date, will generally remain exercisable for 18 months following the Departure Date; (iv) Mr. Chowrira covenants not to solicit the Company's employees for a period of 12 months following the Departure Date; and (v) Mr. Chowrira provides a general release of all claims, obligations and liabilities against the Company and its affiliates. The summary of the Separation Agreement set forth above is qualified in its entirety by reference to the Separation Agreement, a copy which is filed with this filing as Exhibit 10.1 and is incorporated herein by reference.

(e) Reference is made to Item 5.02(b) with respect to the description of compensatory arrangement related to the departure of Mr. Chowrira, which description is incorporated by reference into this Item 5.02(e) in its entirety.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits:

<b>Exhibit No.</b>	<b>Description</b>
10.1	Separation and General Release Agreement between Nektar Therapeutics and Bharatt M. Chowrira, Ph.D., J.D., dated December 23, 2010.

**SIGNATURES**

Pursuant to the requirement of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

By: /s/ Gil M. Labrucherie

Gil M. Labrucherie  
*General Counsel and Secretary*

Date: December 30, 2010

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**EXHIBIT INDEX**

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**SEPARATION AND GENERAL RELEASE AGREEMENT**

In exchange for the terms, conditions and releases set forth below, Nektar Therapeutics ("**Nektar**" or the "**Company**") and Bharatt M. Chowrira, Ph.D., J.D. ("**you**") hereby agree as follows:

1. **Effective Date.** This Agreement will become effective on the eighth day after you sign and deliver this Agreement to the Company (the "**Effective Date**"), provided that you do not revoke this Agreement before such date pursuant to Paragraph 7(c) below and provided that you sign and return this Agreement to the Company on or before January 15, 2010.
  2. **Termination of Employment.** Your employment as Senior Vice President and Chief Operating Officer of the Company, as well as your employment in any other capacity for the Company or any of its affiliates, shall terminate, effective January 3, 2011 (the "**Termination Date**"). Following the Termination Date, you shall not be authorized to transact any business on behalf of the Company or any its affiliates or subsidiaries.
  3. **Consideration.** Provided that you comply with all of the terms of this Agreement, the Company shall provide you with the following severance benefits (the "**Severance Benefits**"): (a) the Company will make a severance payment to you within ten (10) business days following the Effective Date in the amount of \$600,000.00, less all applicable withholdings and standard deductions (the "**First Severance Payment**"); (b) the Company will also make up to six (6) monthly severance payments to you in the amount of \$36,533.33, less all applicable withholdings and standard deductions (the "**Monthly Severance Payment**") commencing on January 31, 2011 and with the last of such payments being made on June 30, 2011; provided that (except as set forth in the next parenthetical phrase) you shall cease being entitled to receive Monthly Severance Payments on the earlier to occur of (i) the date you commence new employment; or (ii) June 30, 2011 (it being understood that if you obtain new employment during the period ending June 30, 2011, you will be entitled to a proportionate payment at the next regularly scheduled payment date, in respect of the Monthly Severance Payments, based on the number of days elapsed during the month prior to the date you obtained such new employment; thus, for example, if you obtain employment on the 16th day of January 2011, you will receive a Monthly Severance Payment for January equal to \$17,677.35 (i.e. \$36,533.33 x 15/31) and thereafter you will no longer be entitled to any additional Monthly Severance Payments; (c) in accordance with your amended and restated offer letter, dated December 1, 2008 (the "**Offer Letter**"), and as set forth below in Paragraph 17, your deadline to exercise your right to acquire the shares of the Company's common stock underlying the vested portion of your Options will be the eighteen (18) month anniversary of the Termination Date; and (d) provided that you timely exercise your right to continue your health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("**COBRA**"), the Company will pay the monthly health insurance coverage payments for you and your eligible dependents for a period commencing on the Termination Date and ending on the earlier to occur of (i) the twelve month anniversary of the Termination Date, and (ii) the date you become eligible to receive health insurance coverage from a subsequent employer. You shall notify the Company promptly upon accepting employment with any other person or entity, but no later than three calendar days prior to commencing such employment, and at the same time, you shall notify the Company whether you are eligible to receive health coverage in connection with such employment. You acknowledge that the Severance Benefits represent payments that you would not otherwise be entitled to receive, now or in the future, without entering into this Agreement, and constitutes valuable consideration for the promises and undertakings set forth in this Agreement.
  4. **Payment of Salary and Expenses.** On your Termination Date, the Company will pay to you all accrued and unpaid salary and any accrued but unused paid time off as of the Termination Date (collectively, the "**Accrued Obligations**"). In the event that you have a negative paid time off balance, you agree that such amount will be deducted from the Company's payment to you of your Accrued Obligations. By signing below, you acknowledge and represent that, upon receiving the Accrued Obligations, you will have received all salary, wages, bonuses, accrued vacation and paid time off, and all other benefits and compensation due to you through the Termination Date. You agree that, within ten (10) days after the Termination Date, you will submit your final documented expense reimbursement statement reflecting all business expenses you incurred through the Termination Date, if any, for which you seek reimbursement. The Company will reimburse you for these expenses pursuant to its regular business practice.
  5. **Return of Property; Proprietary Information Agreement.** Within five days following the Termination Date, you shall return to the Company any and all Company property, including, but not limited to, documents (in whatever paper or electronic form they exist), things relating to the business of the Company and all intellectual, electronic and physical property belonging to the Company that is in your possession or control, including but not limited to any emails, documents, power point presentations, business plans, financial plans, personnel information and/or financial statements belonging to the Company or that contain confidential information of the Company. Your signature below constitutes your certification that you have returned all documents and other items provided to you by the Company, developed or obtained by you as a result of your employment with the Company, or otherwise belonging to the Company. Notwithstanding the foregoing, you may keep your computer and your cellular telephone (and corresponding telephone number for your personal use) and the Company will provide to you reasonable IT assistance in transitioning your calendar and contacts information from the Company's network to your personal system; provided, however, you will, at the earliest practicable date, deliver your computer to the Company's IT department for the purpose of creating a mirror data back-up copy for the Company's archival records. You hereby reaffirm and agree to observe and abide by the terms of your Employment Agreement, executed by you on November 17, 2009 (the "**Employment Agreement**") with the Company, specifically including the provisions therein regarding assignment of inventions, nondisclosure of the Company's trade secrets and confidential and proprietary information, and non-solicitation of Company employees. The obligations under the Employment Agreement that survive the termination of your employment are specifically incorporated herein by reference.
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6. **Release of Claims.** You agree that the foregoing consideration represents settlement in full of all outstanding obligations owed to you by the Company and its officers, directors, agents and employees, and is satisfactory consideration for the release of claims set forth herein. On behalf of yourself, and your respective heirs, family members, executors and assigns, you hereby fully and forever release the Company and its past and present subsidiaries and affiliates, and each of their past, present and future officers, agents, directors, employees, investors, stockholders, administrators, attorneys, representatives, affiliates, divisions, subsidiaries, parents, predecessor and successor corporations, and assigns (the "**Releasees**"), from, and agree not to sue or institute, prosecute or pursue, or cause to be instituted, prosecuted, or pursued, any claim, cause of action, charge, controversy, duty, obligation, demand, loss, cost, debt, damages, penalties, judgment, order, or liability relating to or arising out of any matters of any kind, whether presently known or unknown, suspected or unsuspected, that you may possess against any of the Releasees arising from any omissions, acts or facts that have occurred up until and including the date you sign this Agreement (collectively "**Claims**"). The released Claims include, but are not limited to: (i) any and all Claims relating to or arising from your employment relationship with the Company and the termination of that relationship, including any Claims with respect to wages, bonuses, commissions, vacation pay, or any other form or amount of compensation, or any Claim arising out of your offer letter, dated May 13, 2008, and as amended and restated in the Offer Letter, or the Company's Change of Control Severance Plan; (ii) any and all Claims relating to, or arising from, your right to receive or purchase any form of equity in the Company or any Releasee, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law; (iii) any and all Claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of a covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; and conversion; (iv) any and all Claims for violation of any federal, state or municipal law, regulation, ordinance, constitution or common law, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990; the Fair Labor Standards Act; the Employee Retirement Income Security Act of 1974; The Worker Adjustment and Retraining Notification Act; the Sarbanes-Oxley Act; the California Fair Employment and Housing Act; the California Family Rights Act; and the California Labor Code, including, but not limited to section 201, *et seq.*, section 970, *et seq.*, sections 1400-1408; and all amendments to each such Act as well as the regulations issued thereunder; and (v) any and all Claims for attorneys' fees and costs.

Notwithstanding the foregoing, nothing in this Paragraph 6 shall release (i) any obligations owed by the Company expressly described in this Agreement, (ii) any claims you may have for indemnification under any of the Company's charter documents, or under California Labor Code Section 2802 or other applicable law, the indemnification agreement previously entered into between you and the company, or for coverage under any of the Company's directors and officers insurance policies; (iii) your claims for any benefits that are vested as of the Termination Date under the Company's health, welfare, 401k or stock option plans; (iv) your claims for underlying workers' compensation benefits; or (v) any claims pursuant to Paragraph 7(e) of this Agreement.

7. **Acknowledgment of Waiver of Claims under ADEA.** You acknowledge that you are waiving and releasing any rights you may have under the Age Discrimination in Employment Act of 1967 ("**ADEA**") and that this waiver and release is knowing and voluntary. You and the Company agree that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement. You acknowledge that the consideration given for this waiver and release Agreement is in addition to anything of value to which you were already entitled. You further acknowledge that you have been advised by this writing that:

- (a) you should consult with an attorney prior to executing this Agreement;
- (b) you have at least twenty-one (21) days within which to consider this Agreement;
- (c) you have seven (7) days following the date that you sign this Agreement to revoke the Agreement; provided, however, that any such revocation must be in writing and delivered to Howard W. Robin at the Company's principal office, by close of business on or before the seventh day from the date that you sign this Agreement;
- (d) this Agreement shall not be effective until the eighth day after you execute and do not revoke this Agreement; and

(e) nothing in this Agreement prevents or precludes you from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs from doing so, unless specifically authorized by federal law.

8. **Civil Code Section 1542/Unknown Claims.** Each party represents that such party is not aware of any claims against the other party other than the claims that are released by this Agreement. Each party acknowledges that such party has had the opportunity to be advised by legal counsel and is familiar with the provisions of California Civil Code 1542, below, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

Being aware of said code section, each party agrees to expressly waive any rights such party may have thereunder, as well as under any statute or common law principles of similar effect.

9. **No Pending or Future Lawsuits.** Each party represents that such party has no lawsuits, claims, or actions pending in such party's name, or on behalf of any other person or entity, against the other party or any of the Releasees. Each party also represents that such party does not intend to bring any claims on such party's own behalf or on behalf of any other person or entity against the other party or any of the Releasees. You also promise to opt out of any class or representative action and to take such other steps as you have the power to take to disassociate yourself from any class or representative action seeking relief against the Company and/or any other Releasee regarding any of the claims released in this Agreement.

10. **Confidentiality of Agreement.** You agree to keep terms of this Agreement in the strictest confidence and, except as required by law, not reveal the terms of this Agreement to any persons except your immediate family, your attorney, and your financial advisors (and to them only provided that they also agree to keep the information completely confidential), and the court in any proceedings to enforce the terms of this Agreement.

11. **Non-Disparagement.** Each party agrees not to make any oral or written statement that disparages or criticizes the other party, and in your case, the Company's management, employees, products or services, or damages the other party's reputation or impairs the other party's normal operations; provided, however, that nothing in this Agreement shall prohibit either party from providing truthful information or testimony in response to any court order, subpoena, or government investigation, or in connection with any legal proceeding between the Company and you. For the purposes of this Section 11, the reference to the Company as a party to this Agreement includes only the Company's Section 16(b) officers and the members of its Board of Directors.

12. **Entire Agreement.** Except for the Employment Agreement and Equity Award Agreements (as defined below in Paragraph 17), the terms of which are specifically incorporated herein as set forth herein in Paragraphs 5 and 17, this Agreement constitutes the entire agreement between you and the Company concerning your employment with and separation from the Company and all the events leading thereto and associated therewith, and supersedes and replaces any and all prior agreements and understandings, both written and oral, concerning your relationship with the Company.

13. **No Admission of Liability.** Each party understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all potential disputed claims. No action taken by the either party hereto, either previously or in connection with this Agreement, shall be deemed or construed to be: (a) an admission of the truth or falsity of any potential claims; or (b) an acknowledgment or admission by such party of any fault or liability whatsoever to the other party or to any third party.

14. **Authority.** The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Similarly, you represent and warrant that you have the capacity to act on your own behalf and on behalf of all who might claim through you to bind them to the terms and conditions of this Agreement. The Company and you each warrant and represent that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

15. **Solicitation of Employees.** You agree that for a period of twelve (12) months immediately following the Termination Date, you shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to terminate their employment with the Company, or attempt to solicit, induce, recruit, or encourage employees of the Company to become employed or engaged as a consultant, either for yourself or for any other person or entity. Furthermore, you understand and acknowledge that the Company may at its sole discretion notify any new employer of your ongoing rights and obligations under this Agreement and the Employment Agreement.

16. **Material Breaches of Agreement.** You acknowledge and agree that any breach of Paragraphs 5, 6, 7, 9, 11, or 15 shall constitute a material breach of the Agreement and in the case of a breach by you, shall entitle the Company immediately to recover the consideration discussed in Paragraph 3 above, except as prohibited by applicable law. In the event that the Company or you brings an action to enforce or effect their rights under this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and expenses incurred in connection with such an action.

17. **Equity Interests.** The Company has previously granted you various stock options to acquire 745,000 shares of the Company's common stock (the "**Options**"). As of the termination date, 425,832 shares of the Company's common stock underlying the Options are vested (the "**Vested Option Shares**"). Your deadline to exercise your right to acquire all or any portion of the Vested Option Shares is date which is eighteen months following the Termination Date. The remaining 319,168 shares of the Company's common stock underlying the Options are hereby forfeited by you in accordance with the terms of your stock option agreement and related stock option notice and the applicable equity incentive plan of the Company (collectively, the "**Equity Award Agreements**"). You hereby acknowledge and waive that, except as set forth in Paragraph 3 and in this Paragraph 17, you have no further right or benefits under any agreement to receive or acquire any security or derivative security in or with respect to the Company or any of its affiliates or subsidiaries.

18. **Waivers; Modifications.** No waiver of any provision or consent to any exception to the terms of this Agreement shall be effective unless in writing and signed by the party to be bound and, then, only to the specific purpose, extent and instance so provided. This Agreement may not be modified, amended, altered or supplemented except by the execution and delivery of a written agreement executed by you and an authorized representative of the Company.

19. **Severability.** If any provision of the Agreement or the application thereof is held invalid, such invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or application.

20. **Counterparts.** The Agreement may be executed in counterparts, and each counterpart when executed shall have the efficacy of a signed original. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

21. **Choice of Law.** The Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California (without regard to choice of law principles).

22. **Public Statements.** In its public statements regarding your departure, the Company will state only that: "Bharatt Chowrira has left the Company" and explain generally that the parties entered into this Agreement to the extent required by applicable securities laws and regulations.

23. **Voluntary Execution of Agreement.** This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the parties hereto, with the full intent of releasing all claims. The parties acknowledge that: (a) they have read this Agreement; (b) they understand the terms and consequences of this Agreement and of the releases it contains; and (c) they are fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

**AGREED AND ACCEPTED:**

**Nektar Therapeutics**

/s/ Dorian Rinella  
By: Dorian Rinella  
Title: SVP, Human Resources

Date: December 23, 2010

**Bharatt M. Chowrira, Ph.D., J.D.**

/s/ Bharatt M. Chowrira  
Bharatt M. Chowrira Ph.D, J.D.

Date: December 23, 2010