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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 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

October 8, 2009  
Date of Report (Date of earliest event reported)

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**ADVANCED MICRO DEVICES, INC.**  
(Exact name of registrant as specified in its charter)

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Delaware  
(State of Incorporation)

001-07882  
(Commission File Number)

94-1692300  
(IRS Employer  
Identification Number)

One AMD Place  
P.O. Box 3453  
Sunnyvale, California 94088-3453  
(Address of principal executive offices) (Zip Code)

(408) 749-4000  
(Registrant's telephone number, including area code)

N/A  
(Former Name or Former Address, if Changed Since Last Report)

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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.**

On September 17, 2009, Thomas Seifert was appointed Senior Vice President and Chief Financial Officer of Advanced Micro Devices, Inc. (the “**Company**”), effective October 12, 2009 (the “**Effective Date**”). Pursuant to the terms of the offer letter dated as of September 1, 2009, between Mr. Seifert and the Company (the “**Offer Letter**”), Mr. Seifert’s annual base salary will be \$525,000. Mr. Seifert is also eligible for an annual performance bonus under the Company’s Executive Incentive Plan in a target amount of 150% of his base salary, to be payable upon his achievement of certain performance goals and objectives to be determined by the Company’s Board of Directors. Mr. Seifert will also receive an option to purchase 250,000 shares (the “**Shares**”) of the Company’s common stock at an exercise price equal to the closing price of the Company’s common stock on the date of the grant. The Shares will vest over a 36-month period from date of grant: 33.3% on November 15, 2010 and then 8.3% every three months over the next 24 months, assuming Mr. Seifert’s continuous active service with the Company. In addition, Mr. Seifert will be granted 125,000 restricted stock units (the “**RSUs**”). Notwithstanding the vesting information contained in the Offer Letter, the RSUs will vest 33.3% on each of November 9, 2010, November 9, 2011 and November 9, 2012, assuming Mr. Seifert’s continuous active service with the Company.

Pursuant to a relocation expenses agreement dated as of September 3, 2009, between Mr. Seifert and the Company (the “**Relocation Expenses Agreement**”), and a sign-on bonus agreement dated as of September 1, 2009, between Mr. Seifert and the Company (the “**Sign-On Bonus Agreement**”), the Company will reimburse Mr. Seifert for certain relocation expenses incurred by Mr. Seifert and pay Mr. Seifert a one-time sign-on bonus of \$150,000 in connection with his employment with the Company. In the event Mr. Seifert’s employment with the Company is terminated within 13 months of the Effective Date, Mr. Seifert will repay all such relocation expenses and the sign-on bonus to the Company. In the event Mr. Seifert’s employment with the Company is terminated after 13 months of the Effective Date but less than 24 months after the Effective Date, Mr. Seifert will repay all such relocation expenses to the Company and the sign-on bonus, less 8.33% of such relocation expenses and sign-on bonus for each full month of employment completed after the 12<sup>th</sup> month of employment.

Prior to joining the Company and from October 2008, Mr. Seifert served as Chief Operating Officer and Chief Financial Officer of Qimonda AG. From April 2006 to October 2008, Mr. Seifert served as Chief Operating Officer of Qimonda AG, and from 2001 to April 2006, Mr. Seifert served as Senior Vice President and General Manager of Infineon AG.

Copies of the Offer Letter, Relocation Expenses Agreement and Sign-On Bonus Agreement are attached hereto as Exhibits 10.1, 10.2 and 10.3 and incorporated herein by reference. The foregoing descriptions of the Offer Letter, Relocation Expenses Agreement and Sign-On Bonus Agreement are qualified in their entirety by reference to the full text of the agreements.

A copy of the press release announcing Mr. Seifert’s appointment is attached hereto as Exhibit 99.1.

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**ITEM 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

**Exhibit  
No.**

**Description**

10.1	Offer Letter between Advanced Micro Devices, Inc. and Thomas Seifert.
10.2	Relocation Expenses Agreement between Advanced Micro Devices, Inc. and Thomas Seifert.
10.3	Sign-On Bonus Agreement between Advanced Micro Devices, Inc. and Thomas Seifert.
99.1	Press release dated as of October 8, 2009.

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**SIGNATURES**

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

Date: October 8, 2009

ADVANCED MICRO DEVICES, INC.

By: \_\_\_\_\_ /s/ PATRICIA K. WELLS  
Name: Patricia K. Wells  
Title: Corporate Vice President,  
Staff Operations and Corporate Secretary

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**EXHIBIT INDEX**

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99.1	Press release dated as of October 8, 2009.

Personal and Confidential

August 31, 2009

Thomas Seifert  
[Address]

Dear Thomas,

We are pleased to extend to you this offer of employment to join **Advanced Micro Devices, Inc.** (AMD), in the position of Senior Vice President and Chief Financial Officer, reporting to Dirk Meyer, Chief Executive Officer. If accepted, under this offer you would be located at our Lonestar campus corporate offices in Austin, Texas beginning on Monday, October 5, 2009.

Your initial bi-weekly salary will be \$20,192.31 (\$525,000 annualized base salary). AMD has 26 bi-weekly pay periods per year.

You will receive a one-time sign-on bonus of \$150,000, less deductions as required by law. If you leave AMD within *two years* of your hire date, you will be required to reimburse to AMD all or a prorated amount of the bonus according to the terms and conditions of the enclosed Sign-On Bonus Agreement. You must sign and date the enclosed Sign-On Bonus Agreement, and return the original along with the original of this executed offer letter.

You will also be eligible to participate in a bonus plan that will be applicable to you, and is currently under development, in accordance with the final terms and conditions of that bonus plan. Your initial 2009 target bonus opportunity will be 150% of your base salary. Any amount which you may earn under the bonus plan between your hire date and the end of the performance period will be pro-rated for the number of months you actually participate during this period. Target bonus opportunities are subject to review and may be adjusted, generally each plan year. Your participation will be subject to the terms and conditions of the bonus plan.

Further, you will be granted an option to purchase 250,000 shares of AMD common stock at an exercise price equal to the closing price of AMD stock on the date of the grant. The shares will vest over a 36 month period from date of grant: 33.3% after approximately 12 months from date of grant, and then 8.3% every three months over the next 24 months, assuming continuous active service. Please note that the stock option grant is an opportunity provided by Advanced Micro Devices, Inc. that is separate from and in addition to your regular compensation, with rights and obligations governed by the applicable equity incentive plan documents. The Advanced Micro Devices Inc. Board of Directors has already approved this grant for you contingent upon your acceptance of this offer.

Further, subject to approval by Advanced Micro Devices, Inc.'s Board of Directors, you will be granted 125,000 restricted stock units. The units will vest over a 39 month period from date of grant: 33.3% after approximately 15 months from date of grant, and then 33.3% every 12 months over the next 24 months, assuming continuous active service. Please note that the restricted stock unit grant is an opportunity provided by Advanced Micro Devices, Inc. that is separate from and in addition to your regular compensation, with rights and obligations governed by the applicable equity plan documents.

You will be considered for an equity grant in May 2010 or the closest grant date following, and contingent upon, the approval of the compensation committee of the Board of Directors.

To assist you with your relocation, AMD is offering you executive relocation benefits, as explained in and in accordance with the enclosed Relocation Guidelines and Expenses Agreement. Please sign, initial, and date the enclosed Relocation Guidelines and Expenses Agreement. Return the original document along with the original executed Offer letter. Your move will be coordinated by the AMD Corporate Relocation Department. Refer to the Relocation Guidelines and Expenses Agreement for contact information.

**Personal and Confidential**

August 31, 2009

Thomas Seifert

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You will also be offered the benefit of AMD's Change of Control Agreement. The Company developed the enclosed agreement for certain key executives such as you, to provide you with benefits in the event there is a change of control of the Company. The goal of this type of agreement is to enable you to remain focused and dedicated even in uncertain times. The Change of Control Agreement conforms to the format approved by AMD's Compensation Committee.

AMD makes available to its employees a comprehensive benefits program including medical, dental, life and disability coverage, 401(k) retirement savings plan, and executive physical.

This offer is contingent upon you successfully passing a background investigation to be performed by our Security Investigations Department. As lawfully permitted, this background investigation includes an investigation of criminal records, previous employment history and references, and educational background. If applicable, this offer is also contingent on AMD successfully obtaining an export license for you in accordance with government regulations. Please protect your current employment until the background check and export license processes are complete.

This offer is contingent upon meeting the conditions listed below by your start date:

- In accordance with the requirements of the Immigration Reform and Control Act of 1986, you will be required to provide AMD with documents to verify your identity and your legal right to work in the United States by the time of your start date, targeted for October 5, 2009. You would therefore need to present this documentation on your first day of employment within the United States.

This offer is further contingent upon your signing and returning the enclosed AMD Agreement and completing all new employee orientation requirements (including acknowledging AMD's Worldwide Standards of Business Conduct). Your employment with AMD is "at-will," which means that you or AMD may terminate it at any time, with or without cause or notice.

The terms in this letter accurately and completely describe your employment agreement with AMD, and supersede any other oral or written agreements or promises made to you.

If this offer is agreeable to you, please accept it by initialing each page, signing your name below and returning the original signed and dated document to me in the enclosed envelope.

We look forward to having you as a member of our team and feel our association will be mutually rewarding. The dedication, creative drive and loyalty of our employees have enabled us to impact the world through our technological advances in the microelectronics field. We are confident that you possess these qualities and that your contributions to AMD will be significant.

Should you have any questions, please feel free to contact me.

We look forward to you joining the AMD team!

Sincerely,

/s/ ALLEN SOCKWELL

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Allen Sockwell  
Sr. Vice President and Chief Talent Officer

[Phone Number]

**Personal and Confidential**

August 31, 2009

Thomas Seifert

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Agreed to and accepted by:

/s/ THOMAS SEIFERT

Signature

10/05/09

Start Date\*

09/01/09

Date Signed

\* If a start date has been agreed upon, please indicate that date above. If a date has not yet been determined, please contact Allen Sockwell or your assigned recruiter (Jeff Vise, noted above). Please note that all new AMD employees start on a Monday.





This Relocation Expenses Agreement (the "Agreement") is entered into by and between Advanced Micro Devices, Inc. ("AMD") and Thomas Seifert ("Employee") (collectively, the "Parties").

1. Relocation Expenses. AMD agrees to provide Employee, and/or designated third parties on behalf of Employee, certain expenses associated with Employee's relocation in connection with Employee's AMD employment ("Relocation Expenses"). Relocation Expenses shall include only those expenses authorized and described in the enclosed Relocation Guidelines, and/or other expenses related to Employee's relocation that are pre-approved in writing by AMD's CEO. Employee's **estimated** relocation expenses are **\$161,000**. Actual Relocation Expenses may be greater or less, and the terms of this Agreement apply only to the amount actually incurred by or paid to Employee.
2. Repayment of Relocation Expenses. Employee agrees to repay to AMD all or a prorated amount of the Relocation Expenses, according to the following terms:
  - (a) Repayment Due to Termination of Employment. If Employee's employment with AMD terminates less than 13 full months after the effective date of Employee's hire or transfer, Employee agrees to repay one hundred percent (100%) of the Relocation Expenses paid by AMD. If Employee's employment with AMD terminates at least 13 full months after the effective date of Employee's hire or transfer, but less than 24 full months after the effective date of Employee's hire or transfer, Employee agrees to repay the full amount of the Relocation Expenses paid by AMD, **less eight point thirty-three percent (8.33%) for each full month of employment completed after the twelfth month of employment**. Employee agrees that repayment obligations under this Agreement are not reduced by completion of partial months of employment. Employee further agrees that Employee will repay Relocation Expenses by no later than the effective date of the employment termination, and that any outstanding balance on such repayment obligation is delinquent and immediately collectable the day following the effective date of termination.
  - (b) Repayment Forgiveness. AMD agrees to forgive any repayment due AMD under this Agreement where AMD terminates Employee's employment due to a company- or department-wide reduction-in-force. AMD may also, in its sole discretion, forgive any repayment due AMD under this Agreement under circumstances of an extraordinary or unavoidable nature. The Parties agree that Employee's voluntary termination of his/her employment, or AMD's termination of Employee's employment for any reason other than those stated in this section 2(b), are not conditions requiring forgiveness of any repayment due AMD under this Agreement.
3. No Guarantee of Continued Employment. Nothing in this Agreement guarantees employment for any period of time.
4. Consent to Offset. Employee agrees that any repayment due AMD under this Agreement may be deducted to the extent permitted by law from any amounts due Employee from AMD at the time of employment termination, including wages, accrued vacation pay, incentive compensation payments, bonuses and commissions, and hereby expressly authorizes such deduction(s).
5. Acknowledgements and Integration. Employee understands he/she has the right to discuss this Agreement with any individual, and that to the extent desired, he/she has availed himself/herself of this opportunity. Employee further acknowledges that he/she has carefully read and fully understands the provisions of this Agreement, and that he/she is voluntarily entering into it without any duress or pressure from AMD. Employee also understands and acknowledges that this Agreement is the entire agreement between him/her and AMD with respect to this subject matter, and Employee acknowledges that AMD has not made any other statements, promises or commitments of any kind (written or oral) to cause Employee to agree to the terms of this Agreement.
6. Severability. The Parties agree that should any provision of this Agreement be declared or determined by any court to be illegal, invalid or unenforceable, the remainder of the Agreement shall nonetheless remain binding and enforceable and the illegal, invalid or unenforceable provision(s) shall be modified only so much as necessary to comply with applicable law.

EMPLOYEE

Signature: /s/ THOMAS SEIFERT

Printed Name: THOMAS SEIFERT

Date: 09/03/09

ADVANCED MICRO DEVICES, INC.

By: Jeff Vise

Title: Global Talent Acquisition Leader

Date: 9/1/09



## SIGN-ON BONUS AGREEMENT

This Sign-On Bonus Agreement (the "Agreement") is entered into by and between Advanced Micro Devices, Inc. (including its affiliated companies) ("AMD") and **Thomas Seifert** ("Candidate") (collectively, the "Parties").

1. **Sign-On Bonus.** AMD agrees to pay Candidate a one time Sign-On Bonus of \$150,000 ("Bonus"), subject to all required taxes and withholdings, to be paid within thirty (30) days of Candidate's first day of work for AMD ("Hire Date"). The Parties agree that the Bonus is an unvested wage advance upon receipt that Candidate will earn in its entirety by remaining employed by AMD for 24 months following the Hire Date.
2. **Repayment of Bonus.** Candidate agrees to repay to AMD all or a prorated amount of the Bonus, according to the following terms:
  - (a) **Repayment Due to Termination of Employment.** If Candidate's employment with AMD terminates less than 13 full months after the Hire Date, Candidate agrees to repay one hundred percent (100%) of the Bonus. If Candidate's employment with AMD terminates at least 13 full months after the Hire Date, but less than 24 full months after the Hire Date, Candidate agrees to repay the full amount of the Bonus, **less eight point thirty-three percent (8.33%) for each full month of employment completed after the twelfth month of employment.** Candidate agrees that repayment obligations under this Agreement are not reduced by completion of partial months of employment. Candidate further agrees that Candidate will repay the Bonus by no later than the effective date of the employment termination, and that any outstanding balance on such repayment obligation is delinquent and immediately collectable the day following the effective date of termination.
  - (b) **Repayment Forgiveness.** AMD agrees to forgive any repayment due AMD under this Agreement where AMD terminates Candidate's employment due to a company- or department-wide reduction-in-force. AMD may also, in its sole discretion, forgive any repayment due AMD under this Agreement under circumstances of an extraordinary or unavoidable nature. **The Parties agree that Candidate's voluntary termination of his/her employment, or AMD's termination of Candidate's employment for any reason other than those stated in this section 2(b), are not conditions requiring forgiveness of any repayment due AMD under this Agreement.**
3. **No Guarantee of Continued Employment.** Nothing in this Agreement guarantees employment for any period of time.
4. **Consent to Offset.** Candidate agrees that any repayment due AMD under this Agreement may be deducted to the extent permitted by law from any amounts due Candidate from AMD at the time of employment termination, including wages, accrued vacation pay, incentive compensation payments, bonuses and commissions, and hereby expressly authorizes such deduction(s).
5. **Acknowledgements and Integration.** Candidate understands he/she has the right to discuss this Agreement with any individual, and that to the extent desired, he/she has availed himself/herself of this opportunity. Candidate further acknowledges that he/she has carefully read and fully understands the provisions of this Agreement, and that he/she is voluntarily entering into it without any duress or pressure from AMD. Candidate also understands and acknowledges that this Agreement is the entire agreement between him/her and AMD with respect to this subject matter, and Candidate acknowledges that AMD has not made any other statements, promises or commitments of any kind (written or oral) to cause Candidate to agree to the terms of this Agreement.
6. **Severability.** The Parties agree that should any provision of this Agreement be declared or determined by any court to be illegal, invalid or unenforceable, the remainder of the Agreement shall nonetheless remain binding and enforceable and the illegal, invalid or unenforceable provision(s) shall be modified only so much as necessary to comply with applicable law.

CANDIDATE

Signature:  /s/ THOMAS SEIFERT

Printed Name:  THOMAS SEIFERT

Date:  09/01/09

ADVANCED MICRO DEVICES, INC.  
(including its affiliated companies)

By:  Jeff Vise

Title:  Global Talent Acquisition Leader

Date:  8/31/09

NEWS RELEASE

Contact:

**Drew Prairie**  
AMD Public Relations  
512-602-4425  
[drew.prairie@amd.com](mailto:drew.prairie@amd.com)

Contact:

**Ruth Cotter**  
AMD Investor Relations  
408-749-3887  
[ruth.cotter@amd.com](mailto:ruth.cotter@amd.com)

**AMD Names Thomas Seifert Chief Financial Officer**

*- 20-year semiconductor industry veteran with proven financial, operations and management experience -*

**SUNNYVALE, Calif. — Oct. 8, 2009** — AMD (NYSE: AMD) today announced the appointment of Thomas Seifert as senior vice president and chief financial officer. Seifert, 46, will report to Dirk Meyer, AMD president and chief executive officer, and will have responsibility for leading the company's global financial organization. Seifert succeeds Robert Rivet, who was previously promoted to chief operations and administrative officer.

"Thomas is a talented industry veteran with a wealth of knowledge and experience managing the operations and finances of companies in the most difficult and competitive sectors of the semiconductor industry," said Meyer. "This knowledge and experience will enable him to further strengthen AMD's financial foundation and help accelerate our transformation into a product design and marketing leader."

Seifert joins AMD from Qimonda, where he most recently was a member of the Management Board as well as chief operating officer and chief financial officer. Previously, Seifert was senior vice president and general manager of the Wireline Business Group at Infineon AG.

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Seifert received a bachelor's degree from Friedrich Alexander University, a master's degree in economics from Wayne State University, and a master's degree in business administration from Friedrich Alexander University.

#### **About AMD**

Advanced Micro Devices (NYSE: AMD) is an innovative technology company dedicated to collaborating with customers and technology partners to ignite the next generation of computing and graphics solutions at work, home and play. For more information, visit <http://www.amd.com>.

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