

**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): June 4, 2019**

**Science Applications International Corporation**

(Exact name of registrant as specified in its charter)

<b>Delaware</b> <small>(State or other jurisdiction of incorporation)</small>	<b>001-35832</b> <small>(Commission File Number)</small>	<b>46-1932921</b> <small>(IRS Employer Identification No.)</small>
<b>12010 Sunset Hills Road</b> <b>Reston, Virginia</b> <small>(Address of principal executive offices)</small>	<b>20190</b> <small>(Zip Code)</small>	

**Registrant's telephone number, including area code: (703) 676-4300**

**Not Applicable**  
(Former Name or former address if changed since last report.)

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))

Securities registered pursuant to Section 12(b) of the Act:

<small>Title of each class</small>	<small>Trading Symbol(s)</small>	<small>Name of each exchange on which registered</small>
<b>Common Stock, par value \$0.0001 per share</b>	<b>SAIC</b>	<b>New York Stock Exchange</b>

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 5.02. *Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.***

On June 4, 2019, the Human Resources and Compensation Committee (the “Committee”) of the Board of Directors of Science Applications International Corporation (the “Company”) adopted a revised SAIC Executive Severance and Change in Control Policy (the “Policy”) to be effective as of August 1, 2019. The Policy specifies the compensation and benefits payable in connection with certain termination events for eligible executive officers of the Company. The Committee amended the Policy (i) to increase the number of months of payment of certain severance benefits for the Company’s executive officers (other than the Chief Executive Officer) designated under Section 16 of the Securities Exchange Act of 1934, as amended, in the event of a non-change in control termination from 15 to 18 months and (ii) to provide for the payment of certain severance benefits for the Company’s customer group general managers in the event of a change in control or a non-change in control termination.

The foregoing description of the Policy is not complete and is subject to, and qualified in its entirety by, the full text of the Policy, which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

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

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
10.1	<a href="#"><u>SAIC Executive Severance and Change in Control Policy, effective as of August 1, 2019.</u></a>

**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.

**SCIENCE APPLICATIONS INTERNATIONAL CORPORATION**

Date: June 7, 2019

By: /s/ Steven G. Mahon

Steven G. Mahon

Executive Vice President, General Counsel and Corporate Secretary

**SAIC**  
**EXECUTIVE SEVERANCE AND**  
**CHANGE IN CONTROL POLICY**  
**As of August 1, 2019** (the "Effective Date")

Section 1. *Introduction.*

(a) The purpose of this Executive Severance and Change in Control Plan (the "**Policy**") is to specify the compensation and benefits payable in connection with certain termination events for Eligible Officers. The purpose of the Policy is to provide for the payment of severance benefits to Eligible Officers of Science Applications International Corporation (SAIC) (the "**Company**") who incur a Separation from Service (as defined below) from the Company and its subsidiaries as a result of certain involuntary terminations and to provide certain additional benefits if such termination occurs in connection with a Change in Control (as defined below). An "**Eligible Officer**" means an officer of the Company or any of its subsidiaries who has been expressly designated in writing by the Committee as eligible to participate in the Policy but in any event includes all Section 16 Officers of the Company.

Section 2. *Amendment Or Termination of the Policy.* The term of this Policy (the "**Term**") will commence on the Effective Date, and will continue in effect until December 31, 2019; *provided* that on December 31, 2019 and each anniversary of such date thereafter, the Term shall automatically be extended for one additional year unless, not later than November 1 of such year, the Company shall have given the Eligible Officers notice either of amendments to this Policy or of the termination of the Policy or shall have given any individual Eligible Officer notice that he or she is no longer eligible for the Policy, in any case to be effective at the end of the then-current Term; *provided* that in the event a Change in Control occurs during the Term, (i) the Term will be extended to a date that is no earlier than 12 months after the occurrence of such Change in Control and (ii) no amendment to the Policy that would be adverse to the Eligible Officers shall become effective.

Section 3. *Eligibility For Severance Benefits Under The Policy.*

(a) In order to be eligible to receive any benefits under Section 4 or Section 5 of this Policy, the Eligible Officer must, within 21 days (or such longer period as may be specified by the Company) following the Termination Date (as defined below), execute a general waiver and release, in a form acceptable to the Company (the "**Release**"), and such Release must become effective and irrevocable in accordance with its terms.

(b) An Eligible Officer will not receive benefits under the Policy if an Eligible Officer's employment with the Company terminates for any reason not specified in Section 4 or Section 5 hereof.

(c) All benefits that an Eligible Officer may be or become entitled to under this Policy will terminate immediately if the Eligible Officer, at any time, violates any proprietary information or confidentiality obligation to the Company, or any other restrictive covenant to which the Eligible Officer is subject.

(d) Any benefits under Section 4 or Section 5 hereof shall be in addition to payment of any accrued and unpaid wages, and accrued and unused vacation, due to the Eligible Officer in accordance with applicable law or vested benefits under Company plans in accordance with the terms thereof.

Section 4. *Non-Change in Control Severance Benefits.*

(a) In the event that an Eligible Officer incurs a Separation from Service by reason of a Non-Change in Control Termination at any time, the Eligible Officer shall be entitled to, in lieu of any other severance compensation and benefits whatsoever, the following payments and benefits (subject to the terms and conditions of this Policy):

(i) A cash payment equal to (A) the number of Severance Months (as defined below) converted to years (e.g., 18 months becomes 1.50 years) times (B) the sum of the Base Salary Amount and the Bonus Amount, paid in a lump sum by the 60<sup>th</sup> day following the Termination Date.

(ii) A cash payment equal to the number of Severance Months times the monthly COBRA premium for continued group medical coverage (for the Eligible Officer and his or her eligible dependents covered by the applicable group medical plan immediately prior to termination of employment), paid in a lump sum by the 60<sup>th</sup> day following the Termination Date.

(iii) The Company shall offer the Eligible Officer outplacement services suitable to the Eligible Officer's position for a period of 12 months and up to a maximum of \$25,000.

Section 5. *Change in Control Severance Benefits.* In the event that an Eligible Officer incurs a Separation from Service by reason of a Change in Control Termination at any time, the Eligible Officer shall be entitled to, in lieu of any other severance compensation and benefits whatsoever, the following payments and benefits (subject to the terms and conditions of this Policy).

(i) A cash payment equal to the number of Severance Months (as defined below) converted to years (e.g., 18 months becomes 1.50 years) times (B) the sum of the Base Salary Amount and the Bonus Amount, paid in a lump sum by the 60<sup>th</sup> day following the Termination Date.

(ii) A cash payment equal to the number of Severance Months times the monthly COBRA premium for continued group medical coverage (for the Eligible Officer and his or her eligible dependents covered by the applicable group medical plan immediately prior to termination of employment), paid in a lump sum by the 60<sup>th</sup> day following the Termination Date.

(iii) The Company shall offer the Eligible Officer outplacement services suitable to the Eligible Officer's position for a period of 12 months and up to a maximum of \$25,000.

Section 6. *Definitions.* For purposes of this Policy:

(i) "**Base Salary Amount**" means (a) the Eligible Officer's annual base salary at the rate in effect on the Termination Date or, in the event of a Change in Control Termination, (b) the greater of the Eligible Officer's annual base salary (i) at the rate in effect on the Termination Date or (ii) at the highest rate in effect at any time during the 180-day period prior to a Change in Control, and will include all amounts of the Eligible Officer's base salary that are deferred under any qualified or non-qualified employee benefit plan of the Company or any other agreement or arrangement.

(ii) "**Bonus Amount**" means (a) for purposes of a Change in Control Termination, the annual target bonus established and payable to the Eligible Officer pursuant to any annual bonus or incentive plan maintained by the Company in respect of the fiscal year ending during the fiscal year in which the Termination Date occurs or (b) for purposes of a Non-Change in Control Termination, the average of the most recent three actual annual cash bonuses (annualized with respect to any partial year payment) paid to the Eligible Officer pursuant to any annual bonus or incentive plan maintained by the Company (or, if the Eligible Officer has not been employed by

the Company for at least three annual bonus cycles, the average of all of the actual annual cash bonuses paid to the Eligible Officer during such shorter period of employment or the target bonus if no annual cash bonus has been paid). For the avoidance of doubt, Bonus Amount includes only the short-term incentive portion of the annual bonus and does not include restricted stock awards, options or other long-term incentive compensation awarded to the Eligible Officer.

(iii) “**Cause**” for the termination of the Eligible Officer’s employment with the Company will be deemed to exist if (a) the Eligible Officer has been convicted of committing, or entered a plea of no contest to, an act of fraud, embezzlement, theft or other act constituting a felony (other than traffic related offenses or as a result of vicarious liability), (b) the Eligible Officer willfully engages in illegal conduct or gross misconduct that is significantly injurious to the Company; however, no act or failure to act, on the Eligible Officer’s part shall be considered “willful” unless done or omitted to be done, by the Eligible Officer not in good faith and without reasonable belief that his or her action or omission was in the best interest of the Company or (c) failure to perform his or her duties in a reasonably satisfactory manner after the receipt of a notice from the Company detailing such failure if the failure is incapable of cure, and if the failure is capable of cure, upon the failure to cure such failure within 30 days of such notice or upon its recurrence.

(iv) “**Change in Control**” shall mean a Fundamental Transaction as defined in the Company’s Amended and Restated 2013 Equity Incentive Plan, as may be amended from time to time (and any successor plan).

(v) “**Change in Control Termination**” means, within 180 days preceding or 12 months following a Change in Control, any termination of the Eligible Officer’s employment with the Company (or its successor) (a) by the Company (or its successor) for any reason other than Cause or (b) by the Eligible Officer for Good Reason.

(vi) “**Committee**” means the Board of Directors of the Company or its Human Resources and Compensation Committee.

(vii) “**Disability**” means the status of disability determined conclusively by the Company based upon certification of disability by the Social Security Administration or upon such other proof as the Company may reasonably require, effective upon receipt of such certification or other proof by the Company.

(viii) “**Good Reason**” means the occurrence of any of the events or conditions described below, without the Eligible Officer’s prior written consent:

(A) (i) any material adverse change in the Eligible Officer’s authority, duties or responsibilities (including reporting responsibilities), or (ii) in the case of an Eligible Officer who immediately prior to a Change in Control is an executive officer of the Company, a significant portion of whose responsibilities relate to the Company’s status as a public company, the failure of such Eligible Officer following such Change in Control to continue to serve as an executive officer of a public company, in each case except in connection with the termination of the Eligible Officer’s employment for Disability, Cause, as a result of the Eligible Officer’s death or by the Eligible Officer other than for Good Reason;

(B) a material reduction in Eligible Officer’s base salary or target bonus or any failure to pay the Eligible Officer any compensation to which the Eligible Officer is entitled within 15 days after the date when due; or

(C) the imposition of a requirement that the Eligible Officer be based (i) at any place outside a 50-mile radius from the Eligible Officer's principal place of employment immediately prior to such change or (ii) at any location other than the Company's corporate headquarters or, if applicable, the headquarters of the business unit by which he or she is employed, except, in each case, for reasonably required travel on Company business which is not materially greater in frequency or duration than prior to such change.

Notwithstanding anything to the contrary herein, no termination will be deemed to be for Good Reason hereunder unless (i) the Eligible Officer provides written notice to the Company identifying the applicable event or condition within 90 days of the occurrence of the event or the initial existence of the condition, and (ii) the Company fails to remedy the event or condition within a period of 30 days following such notice. The Eligible Officer will terminate employment within 30 days following the cure period.

(ix) "**Non-Change in Control Termination**" means any termination (other than a Change in Control Termination) of the Eligible Officer's employment with the Company (or its successor) by the Company (or its successor) for any reason other than Cause.

(x) "**Section 16 Officer**" means an employee of the Company or its subsidiaries who is determined by the Committee to be an "executive officer" within the meaning of Rule 3b-7 under the Securities Exchange Act of 1934, as amended.

(xi) "**Severance Months**" shall mean: (a) in the case of a non-Change of Control Termination, (i) 24 months for the CEO (ii) 18 months for all Section 16 Officers (other than the CEO) and Customer Group General Managers, and (iii) 12 months for all other Eligible Officers and (b) in the case of a Change in Control Termination, (i) 36 months for the CEO, (ii) 24 months for all Section 16 Officers (other than the CEO) and Customer Group General Managers, and (iii) 12 months for all other Eligible Officers.

#### Section 7. *Tax Provisions.*

(a) *Withholding Taxes.* The Company may withhold from any amounts payable under this Policy such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

(b) *Section 409A.*

(i) This Policy and the payments and benefits hereunder are intended to qualify for the short-term deferral exception to Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"), and all regulations, rulings and other guidance issued thereunder, all as amended and in effect from time to time ("**Section 409A**"), described in Treasury Regulation Section 1.409A-1(b)(4) to the maximum extent possible, and to the extent they do not so qualify, they are intended to qualify for the involuntary separation pay plan exception to Section 409A described in Treasury Regulation Section 1.409A-1(b)(9)(iii) to the maximum extent possible.

(ii) To the extent Section 409A is applicable to this Policy, this Policy is intended to comply with Section 409A. Without limiting the generality of the foregoing, if on the date of termination of employment the Eligible Officer is a "specified employee" within the meaning of Section 409A as determined in accordance with the Company's procedures for making such determination, to the extent required in order to comply with Section 409A, amounts that would otherwise be payable under this Policy during the six-month period immediately following the Termination Date shall instead be paid on the first business day after the date that is six months following the Termination Date.

(iii) If a payment hereunder that is subject to execution of the Release could be made in more than one taxable year, payment shall be made in the later taxable year.

(iv) All references herein to “**Termination Date**,” “**Separation from Service**” or “termination of employment” shall mean separation from service as an employee within the meaning of Section 409A(a)(2)(A)(i) of the Code and Treasury Regulation Section 1.409A-1(h).

(v) The Company makes no representation or warranty and shall have no liability to the Eligible Officer or any other person if any provisions of this Policy are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

(vi) Except as otherwise expressly provided herein, to the extent any expense reimbursement or the provision of any in-kind benefit under this Policy is determined to be subject to Section 409A of the Code, the amount of any such expenses eligible for reimbursement, or the provision of any in-kind benefit, in one calendar year shall not affect the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses), in no event shall any expenses be reimbursed after the last day of the calendar year following the calendar year in which such Eligible Officer incurred such expenses, and in no event shall any right to reimbursement or the provision of any in-kind benefit be subject to liquidation or exchange for another benefit.

(c) *Section 280G Contingent Cutback.* In the event that the severance and other benefits provided for in this Policy or otherwise payable to an Eligible Officer (i) constitute “parachute payments” within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the “Code”) and (ii) but for this provision, would be subject to the excise tax imposed by Section 4999 of the Code, then such severance and other benefits shall be payable either (i) in full or (ii) as to such lesser amount that would result in no portion of such severance and other benefits being subject to the excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by such Eligible Officer on an after-tax basis, of the greatest amount of severance benefits under this Policy or otherwise, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. To the extent any of such severance benefits are “deferred compensation” within the meaning of Section 409A of the Code, any reduction shall be made in the following manner: first a pro rata reduction of (i) cash payments subject to Section 409A of the Code as deferred compensation and (ii) cash payments not subject to Section 409A of the Code, and second a pro rata cancellation of (x) equity-based compensation subject to Section 409A of the Code as deferred compensation and (y) equity-based compensation not subject to Section 409A of the Code; *provided* that reduction in either cash payments or equity compensation benefits shall be made pro rata between and among benefits that are subject to Section 409A of the Code and benefits that are exempt from Section 409A of the Code. Any determination required under this provision shall be made in writing by the Company’s independent public accountants or other advisor selected by the Company (the “**Accountants**”), whose determination shall be conclusive and binding upon such Eligible Officer and the Company for all purposes. For purposes of making the calculations required by this provision, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of



the Code. The Company and such Eligible Officer shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this provision. The Company shall bear all costs paid to the Accountants in connection with any calculations contemplated by this provision.

Section 8. *Miscellaneous.*

(a) *Entire Agreement; No Duplication of Benefits.* Any amounts payable hereunder shall be reduced by any notice under, or payments in lieu of notice under, the WARN Act (or similar state law). Any amounts payable under this Policy shall not be duplicative of any other severance benefits, and to the extent an Eligible Officer has executed an individually negotiated agreement with the Company relating to severance benefits that is in effect on his or her Termination Date, no amounts will be due hereunder unless such Eligible Officer acknowledges and agrees that the severance benefits, if any, provided under this Policy are in lieu of and not in addition to any severance benefits provided under the terms of such individually negotiated agreement. For the avoidance of doubt, nothing herein shall modify, terminate, supersede or replace any provisions under the Company's equity incentive plan and individual award agreements thereunder.

(b) *No Implied Employment Contract.* This Policy is not an employment contract. Nothing in this Policy or any other instrument executed pursuant to this Policy shall confer upon an Eligible Officer any right to continue in the Company's employ or service nor limit in any way the Company's right to terminate an Eligible Officer's employment at any time for any reason. The Company and the Eligible Officer acknowledge that the Eligible Officer's employment is and shall continue to be "at-will," as defined under applicable law, except to the extent otherwise expressly provided in a written agreement between the Eligible Officer and the Company.

(c) *Exclusive Discretion.* The Committee will have the exclusive discretion and authority to establish rules, forms, and procedures for the administration of the Policy and to construe and interpret the Policy and to decide any and all questions of fact, interpretation, definition, computation or administration arising in connection with the operation of the Policy, including, but not limited to, the eligibility to participate in the Policy and amount of benefits paid under the Policy, and its rules, interpretations, computations and other actions will be binding and conclusive on all persons.

(d) *Notice.* Notices and all other communications contemplated by this Policy shall be in writing and shall be deemed to have been duly given when personally delivered, upon acknowledgement of receipt when sent by email or other electronic transmission, or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of the Eligible Officer, mailed notices shall be addressed to him or her at the home address, email address or facsimile number shown on the Company's corporate records, unless a different address or facsimile number is subsequently communicated to the Company in writing. In the case of the Company, mailed notices or notices sent by facsimile shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of the General Counsel.

(e) *No Waiver.* The failure of a party to insist upon strict adherence to any term of this Policy on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Policy.

(f) *Severability.* In the event that any one or more of the provisions of this Policy shall be or become invalid, illegal or unenforceable in any respect or to any degree, the validity, legality and enforceability of the remaining provisions of this Policy shall not be affected thereby. The parties intend to give the terms of this Policy the fullest force and effect so that if any provision shall be found to be invalid or unenforceable, the court reaching such conclusion may modify or interpret such provision in a manner that shall carry out the parties' intent and shall be valid and enforceable.

(g) *Successors.* The Company shall have the right to assign its rights and obligations under this Policy to an entity that, directly or indirectly, acquires all or substantially all of the assets of the Company. The rights and obligations of the Company under this Policy shall inure to the benefit and shall be binding upon the successors and assigns of the Company. An Eligible Officer shall not have any right to assign his or her obligations under this Policy and shall only be entitled to assign his or her rights under this Policy upon his or her death, solely to the extent permitted by this Policy, or as otherwise agreed to by the Company.

(h) *Creditor Status of Eligible Officers.* In the event that any Eligible Officer acquires a right to receive payments from the Company under the Policy such right shall be no greater than the right of any unsecured general creditor of the Company.

(i) *Governing Law.* This Policy is intended to be governed by and will be construed in accordance with the laws of the Commonwealth of Virginia.