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**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

**December 14, 2015**

Date of Report (date of earliest event reported)

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**MICRON TECHNOLOGY, INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**

(State or other jurisdiction of incorporation)

**1-10658**

(Commission File Number)

**75-1618004**

(I.R.S. Employer Identification No.)

**8000 South Federal Way**

**Boise, Idaho 83716-9632**

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(Address of principal executive offices)

**(208) 368-4000**

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(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 (see General Instruction A.2. below):

- ☐ 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 Definitive Material Agreement**

On December 14, 2015 (the “Effective Date”), Micron Technology, Inc. (“Micron”) entered into a binding Memorandum of Understanding on Technology Transfer (the “Technology Transfer MOU”) with Nanya Technology Corporation (“NTC”), pursuant to which Micron and NTC have agreed to use their reasonable best efforts to enter into the following definitive agreements (the “Definitive Technology Transfer Agreements”) within 60 days following the Effective Date: (1) a Technology Transfer and License Option Agreement for 1X Process Node, pursuant to which NTC would have the right but not the obligation to require Micron to transfer to NTC certain technology and deliverables developed by Micron relating to the next DRAM process node generation after the 20nm process node (the “1X Process Node”) for NTC’s use in the manufacture of DRAM products, whereupon NTC would pay royalties to Micron for a license granted to NTC in connection with the transferred technology and Micron would receive an equity stake in Nanya upon the achievement of certain milestones; (2) a Technology Transfer and License Option Agreement for 1Y Process Node, pursuant to which NTC would have the right but not the obligation to require Micron to transfer to NTC certain technology and deliverables developed by Micron relating to the next DRAM process node generation after the 1X Process Node for NTC’s use in the manufacture of DRAM products, whereupon NTC would pay royalties to Micron for a license granted to NTC in connection with the transferred technology and Micron would receive an equity stake in Nanya upon the achievement of certain milestones; and (3) an amendment to certain other arrangements between Micron and NTC relating to intellectual property rights in order to reflect the existence of such Technology Transfer and License Option Agreements.

Micron may terminate the Technology Transfer MOU if Micron and NTC do not enter into the Definitive Technology Transfer Agreements within 60 days following the Effective Date.

**Item 8.01. Other Events**

On December 14, 2015 the Company issued a press release related to the Technology Transfer MOU. A copy of the press release is filed as Exhibit 99.1 to this report and is incorporated herein by reference.

<b>Exhibit No.</b>	<b>Description</b>
99.1	Press Release issued on December 14, 2015

## 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.

### MICRON TECHNOLOGY, INC.

Date: December 14, 2015

By: /s/ Ernest E. Maddock

Name: Ernest E. Maddock

Title: Chief Financial Officer and  
Vice President, Finance

**INDEX TO EXHIBITS FILED WITH  
THE CURRENT REPORT ON FORM 8-K DATED DECEMBER 14, 2015**

<b>Exhibit</b>	<b>Description</b>
99.1	Press Release issued on December 14, 2015

## FOR IMMEDIATE RELEASE

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**MICRON TECHNOLOGY TO LICENSE 1X AND 1Y DRAM TECHNOLOGIES TO NANYA TECHNOLOGY CORPORATION**

**BOISE, Idaho, Dec. 14, 2015** - Micron Technology, Inc. (NASDAQ: MU) today announced it has entered into a memorandum of understanding to grant Nanya Technology an option to license Micron 1x and 1y DRAM technologies. This new license agreement is in addition to Micron's existing license agreement for 20 nanometer (nm) technology with Nanya.

"Micron and Nanya have enjoyed a strong relationship over the years, and this agreement extends our strategic relationship while also providing further value to both companies and their shareholders," said Micron CEO Mark Durcan.

Under the license agreements contemplated by the memorandum, in each case when Nanya exercises its option to license the 1x or 1y technology and subject to the satisfaction of certain conditions, Micron will receive an equity stake in Nanya and also royalties based on revenues from products implementing the technology-subject to an agreed cap. The new licenses are limited to a specific facility footprint, are subject to an overall quarterly cap on production, are not transferrable and terminate upon a change of control of Nanya. The new licenses do not impact the existing 20nm DRAM technology agreement between Micron and Nanya.

"Nanya and Micron have a strong and successful history of collaboration, and we expect to build on this foundation with our new agreement," said Nanya President Dr. Pei-Ing Lee.

The memorandum of understanding provides an additional 60-day period for Micron and Nanya to enter into definitive agreements with further specified mechanics and details of the licenses. The memorandum is subject to termination if these additional agreements are not reached within that timeframe or if certain other conditions are not met.

**About Micron**

Micron Technology, Inc., is a global leader in advanced semiconductor systems. Micron's broad portfolio of high-performance memory technologies-including DRAM, NAND and NOR Flash-is the basis for solid state drives, modules, multichip packages and other system solutions. Backed by more than 35 years of technology leadership, Micron's memory solutions enable the world's most innovative computing, consumer, enterprise storage, networking, mobile, embedded and automotive applications. Micron's common stock is traded on the NASDAQ under the MU symbol. To learn more about Micron Technology, Inc., visit [www.micron.com](http://www.micron.com).

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