

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): May 28, 2013

Sucampo Pharmaceuticals, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware

001-33609

30-0520478

(State or Other Juris-
diction of Incorporation)

(Commission
File Number)

(IRS Employer
Identification No.)

4520 East-West Highway, 3rd Floor
Bethesda, Maryland

20814

(Address of Principal Executive Offices)

(Zip Code)

Registrant's telephone number, including area code: (301) 961-3400

(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 (*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))
-

Item 1.01. Entry into a Material Definitive Agreement.

On May 28, 2013, Sucampo Pharmaceuticals, Inc. (the “Company”) entered into a consulting agreement with Gayle R. Dolecek, P.D., who resigned from his position as Executive Advisor, Research and Development Affairs of the Company and his employment at the Company, effective May 31, 2013. He will remain as a class 2 member of the board of directors of the Company.

Under the terms of the consulting agreement, Dr. Dolecek will, in addition to his services as a board member, provide research and development services to the Company from June 1, 2013 until May 31, 2014 at a certain number of hours per month and at a fixed amount of \$170,000.

Exhibit Consulting Agreement.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

The following exhibit relating to Item 1.01 shall be deemed to be furnished, and not filed:

99.1 Consulting Agreement with Gayle R. Dolecek, P.D.

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.

SUCAMPO PHARMACEUTICALS, INC.

Date: May 31, 2013

By: /s/ Thomas J. Knapp
Name: Thomas J. Knapp
Title: EVP, Chief Legal Officer and Corporate Secretary



Gayle Robert Dolecek, PD, MPH
10280 Shaker Drive
Columbia, Maryland 21046-1354

May 23, 2013

Dear Gayle,

This letter agreement (this "**Agreement**") sets forth the terms and conditions whereby you agree to provide certain services (as described below) to Sucampo Pharmaceuticals, Inc. and its subsidiaries, with offices located at 4520 East-West Highway, Third Floor, Bethesda, Maryland 20814, ("**SPI**" or "**Company**").

1. SERVICES

- 1.1 The Company hereby engages you, and you hereby accept such engagement, as an independent contractor to provide certain services to the Company on the terms and conditions set forth in this Agreement. You shall provide to the Company research and development advisory services as well as remain a member of board of directors for SPI as class 2 director until the annual stockholder meeting in 2014 and as long thereafter as you are elected and remain qualified to serve in that capacity and member of the internal board of directors of Sucampo Pharma, Ltd. as long as the Company desires (the "**Services**"). The Company shall not control the manner or means by which you perform the Services.
- 1.2 You shall comply with all applicable policies of the Company relating to business and office conduct, health and safety and use of the Company's facilities, supplies, information technology, equipment, networks and other resources as communicated to you verbally or in writing.

2. TERM

The "**Term**" of this Agreement shall commence on June 1, 2013, and shall continue until May 31, 2014, unless earlier terminated in accordance with paragraph 10. You shall perform the Services approximately eight (8) days (64 hours) a month. The Term shall automatically renew for successive one (1) year periods, unless either party provides sixty (60) days advance written notice of its intention not to renew.

3. FEES AND EXPENSES

- 3.1 As full compensation for the Services for the initial Term of this Agreement and any subsequent Term unless the parties agree otherwise, the Company shall pay you \$170,000 (the "**Fees**"). You shall submit monthly invoices to Company detailing the hours worked and services provided the previous month.
- 3.2 In the event of travel or other expenses pre-approved in writing by the Company, please follow the guidelines outlined in Exhibit A. Exceptions to the costs outlined in Exhibit A (such as more expensive accommodations or meals) should be documented with approval from the Company. Unless otherwise instructed in writing by the Company, you are solely responsible for any travel or other costs or expenses incurred by you in connection with the performance of the Services, and in no event shall the Company reimburse you for any such costs or expenses.

3.3 The Company shall pay all approved expenses and undisputed Fees within thirty (30) days after the Company's receipt of an invoice submitted by you to the Company at ap@sucampo.com.

4. RELATIONSHIP OF THE PARTIES

4.1 You are an independent contractor of the Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between you and the Company for any purpose. You have no authority (and shall not hold yourself out as having authority) to bind the Company and you shall not make any agreements or representations on the Company's behalf without the Company's prior written consent.

4.2 Without limiting paragraph 4.1, you will not be eligible under this Agreement to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by the Company to its employees, and the Company will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on your behalf. You shall be responsible for, and shall indemnify the Company against, all such taxes or contributions, including penalties and interest. Any persons employed by you in connection with the performance of the Services shall be your employees and you shall be fully responsible for them.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 The Company is and shall be, the sole and exclusive owner of all right, title and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement, including but not limited to the deliverables produced under this engagement letter (collectively, the **Deliverables**), including all patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively **Intellectual Property Rights**) therein. You agree that the Deliverables are hereby deemed a "work made for hire" as defined in 17 U.S.C. § 101 for the Company. If, for any reason, any of the Deliverables do not constitute a "work made for hire," you hereby irrevocably assign to the Company, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein.

5.2 Any assignment of copyrights under this Agreement includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" (collectively, **Moral Rights**). You hereby irrevocably waive, to the extent permitted by applicable law, any and all claims you may now or hereafter have in any jurisdiction to any Moral Rights with respect to the Deliverables.

5.3 Upon the reasonable request of the Company, you shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the Company to prosecute, register, perfect, record or enforce its rights in any Deliverables. In the event the Company is unable, after reasonable effort, to obtain your signature on any such documents, you hereby irrevocably designate and appoint the Company as your agent and attorney-in-fact, to act for and on your behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other intellectual property protected related to the Deliverables with the same legal force and effect as if you had executed them. You agree that this power of attorney is coupled with an interest.

5.4 Notwithstanding paragraph 5.1, to the extent that any of your pre-existing materials are contained in the Deliverables, you retain ownership of such pre-existing materials and hereby grant to the Company an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon, such pre-existing materials and derivative works thereof. The Company may assign, transfer and sublicense such rights to others without your approval.

5.5 Except for such pre-existing materials, you have no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Deliverables. You have no right or license to use the Company's trademarks, service marks, trade names, trade names, logos, symbols or brand names.

5.6 If applicable, you shall require each of your employees to execute written agreements securing for the Company the rights provided for in this paragraph 5 prior to such employee providing any Services under this Agreement.

6. CONFIDENTIALITY

6.1 In the course of providing Services, you acknowledge that you will have access to information that is treated as confidential and proprietary by the Company, including, without limitation, any trade secrets, technology, information pertaining to business operations and strategies, customers, pricing, and marketing, marketing, finances, sourcing, personnel or operations of the Company, its affiliates or their suppliers or customers, in each case whether spoken, printed, electronic or in any other form or medium (collectively, the **Confidential Information**). Any Confidential Information that you develop in connection with the Services, including but not limited to any Deliverables, shall be subject to the terms and conditions of this paragraph. You agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Company in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. You shall notify the Company immediately in the event you become aware of any loss or disclosure of any Confidential Information.

6.2 Confidential Information shall not include information that:

- (a) is or becomes generally available to the public other than through your breach of this Agreement;
- (b) is communicated to you by a third party that had no confidentiality obligations with respect to such information; or
- (c) is required to be disclosed by law, including without limitation, pursuant to the terms of a court order; provided that you have given the Company prior notice of such disclosure and an opportunity to contest such disclosure.

7. REPRESENTATIONS AND WARRANTIES

7.1 You represent and warrant to the Company that:

- (a) you have the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of your obligations in this Agreement;
- (b) your entering into this Agreement with the Company and your performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which you are subject;
- (c) you have the required skill, experience and qualifications to perform the Services, you shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

- (d) you shall perform the Services in compliance with all applicable federal, state and local laws and regulations and Company compliance policies;
- (e) the Company will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;
- (f) all Deliverables are and shall be your original work (except for material in the public domain or provided by the Company) and, to the best of your knowledge, do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation or other entity.

7.2 The Company hereby represents and warrants to you that:

- (a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and
- (b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

8. INDEMNIFICATION

8.1 You shall defend, indemnify and hold harmless the Company and its affiliates and their officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

- (a) bodily injury, death of any person or damage to real or tangible, personal property resulting from your acts or omissions; and
- (b) your breach of any representation, warranty or obligation under this Agreement.

The Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

9. NON-SOLICITATION

You agree that during the Term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement, you shall not make any solicitation to employ the Company's personnel without written consent of the Company to be given or withheld in the Company's sole discretion.

10. TERMINATION

- 10.1 a) The Company may terminate this Agreement without cause upon written notice to you. In the event of termination pursuant to this paragraph 10.1(A), the Company shall pay you on a proportional basis any Fees then due and payable for any Services completed up to and including the date of such termination.
- b) You may terminate this Agreement without cause upon written notice to the Company. In the event of termination pursuant to this paragraph 10.1(B), the Company shall pay you on a proportional basis any Fees then due and payable for any Services completed up to and including the date of such termination.

10.2 The Company may terminate this Agreement, effective upon written notice to you, in the event that you materially breach this Agreement;

10.3 Upon expiration or termination of this Agreement for any reason, or at any other time upon the Company's written request, you shall within five (5) days after such expiration or termination:

- (a) deliver to the Company all Deliverables (whether complete or incomplete) and all hardware, software, tools, equipment or other materials provided for your use by the Company;
- (b) deliver to the Company all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information;
- (c) permanently erase all of the Confidential Information from your computer systems; and
- (d) certify in writing to the Company that you have complied with the requirements of this paragraph.

10.4 The terms and conditions of this paragraph 10.4 and paragraph 4, paragraph 5, paragraph 6, paragraph 7, paragraph 8, paragraph 10.3, paragraph 11, paragraph 12 and paragraph 13 shall survive the expiration or termination of this Agreement.

11. ASSIGNMENT

You shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the Company's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. The Company may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.

12. COVENANT NOT TO COMPETE

You agree to be bound and abide by the following covenant not to compete:

- (a) **Term and Scope.** During your employment with the Company and for a period of twelve (12) months after the Term, you will not render to any Conflicting Organization (as hereinafter defined), services, directly or indirectly, anywhere in the world in connection with any Conflicting Product (as hereunder defined), except that you may accept employment with a Conflicting Organization whose business is diversified (and which has separate and distinct divisions) if you first certify to the Company in writing that such prospective employer is a separate and distinct division of the Conflicting Organization and that you will not render services directly or indirectly in respect of any Conflicting Product. Such twelve (12) month time period shall be tolled during any period that you are engaged in activity in violation of this covenant.
- (b) **Judicial Construction.** You and the Company agree that, if the period of time or the scope of this Covenant Not to Compete shall be adjudged unreasonably overbroad in any court proceeding, then the period of time and/or scope shall be modified accordingly, so that this covenant may be enforced with respect to such services or geographic areas and during such period of time as is judged by the court to be reasonable.
- (c) **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

“Conflicting Product” means any product, method or process, system or service of any person or organization other than the Company that is the same as, similar to or interchangeable with any product, method or process, system or service that was provided or under development by the Company or any of its Affiliates at the time your consultancy with the Company terminates, or about which you acquired any Confidential Information or developed any Deliverable.

“Conflicting Organization” means any person or organization which is engaged in research on or development, production, marketing, licensing, selling or servicing of any Conflicting Product.

13. MISCELLANEOUS

- 13.1 You shall not export, directly or indirectly, any technical data acquired from the Company, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.
- 13.2 All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a **Notice**) shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile [or e-mail of a PDF document] (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.
- 13.3 This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- 13.4 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.
- 13.5 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule, with any disputes, claims or controversies arising out of or relating to this Agreement being settled by final and binding arbitration in accordance with the Rules of Arbitration of the American Arbitration Association, by three (3) neutral arbitrators and the place of arbitration being Maryland.
- 13.6 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 13.7 This Agreement may be executed in multiple counterparts and by facsimile signature or sent by electronic means in Portable Document Format, each of which shall be deemed an original and all of which together shall constitute one instrument.

If this letter accurately sets forth our understanding, kindly execute the enclosed copy of this letter and return it to the undersigned.

Very truly yours,

SUCAMPO PHARMACEUTICALS, INC.

BY:

Name: Ryuji Ueno, M.D., Ph.D., Ph.D.
Title: Chairman, Chief Executive Officer,
Chief Scientific Officer and Co-Founder

ACCEPTED AND AGREED:

GAYLE ROBERT DOLECEK, PD, MPH

By:

Date: