

**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**

**Date of Report (Date of earliest event reported): September 22, 2004**

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**ConocoPhillips**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**000-49987**  
(Commission File Number)

**01-0562944**  
(I.R.S. Employer  
Identification No.)

**600 North Dairy Ashford**  
**Houston, Texas 77079**  
(Address of principal executive offices and zip code)

**Registrant's telephone number, including area code: (281) 293-1000**

**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 1.01. Entry into a Material Definitive Agreement**

On October 1, 2004, two executive compensation plans, the Key Employee Change in Control Severance Plan and the Executive Severance Plan, the material terms of which have previously been approved by the Compensation Committee of the Board of Directors of ConocoPhillips, will become effective.

*Key Employee Change in Control Severance Plan.* The Key Employee Change in Control Severance Plan provides for a cash severance payment equal to 2-3 times an executive officer's salary and bonus (depending on salary level) as well as the continuation of certain benefits upon both (i) a change in control of the company and (ii) the termination of such executive's employment (a) by the Company without cause or (b) by the executive for good reason.

*Executive Severance Plan.* The Executive Severance Plan provides for a cash severance payment equal to 1.5-2 times an executive officer's salary and bonus (depending on salary level) as well as the continuation of certain benefits upon the termination of such executive's employment by the Company without cause (other than a termination covered by the Key Employee Change in Control Severance Plan).

**Item 1.02. Termination of a Material Definitive Agreement**

On September 22, 2004, J.J. Mulva, our President and Chief Executive Officer, proposed to terminate his Employment Agreement and serve as Chairman, Chief Executive Officer and President effective October 1, 2004 without an employment contract. The Board of Directors, upon the recommendation of the Compensation Committee, agreed to the termination of Mr. Mulva's Employment Agreement effective October 1, 2004. A copy of the letter agreement terminating Mr. Mulva's Employment Agreement is filed as Exhibit 99.1 hereto and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits****(c) Exhibits**

99.1 Letter Agreement, dated as of September 22, 2004, by and among ConocoPhillips and J.J. Mulva.

**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.

**CONOCOPHILLIPS**

/s/ Stephen F. Gates

September 22, 2004

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*Stephen F. Gates*  
Senior Vice President  
and General Counsel

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**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
99.1	Letter Agreement, dated as of September 22, 2004, by and among ConocoPhillips and J.J. Mulva.

[ConocoPhillips Letterhead]

September 22, 2004

ConocoPhillips Board of Directors  
ConocoPhillips  
600 N. Dairy Ashford  
Houston, Texas 77079

Dear Directors:

In accordance with my views of good corporate governance, which I know you share, it is my preference to serve as Chairman, Chief Executive Officer and President of ConocoPhillips effective October 1, 2004, without an employment agreement.

Consequently, I agree that the Employment Agreement dated November 18, 2001, between the company and me shall terminate as of October 1, 2004, with no further force or effect.

Sincerely,

/s/ James J. Mulva

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James J. Mulva

Acknowledged and Agreed

ConocoPhillips

By: /s/ Stephen F. Gates

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Stephen F. Gates, Senior Vice President and General  
Counsel  
under authority of the Board of Directors  
given September 22, 2004