
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934**

**March 29, 2011
Date of Report (Date of earliest event reported)**

FLUIDIGM CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-34180
(Commission
File Number)

77-0513190
(IRS Employer
Identification No.)

**7000 Shoreline Court, Suite 100
South San Francisco, California 94080**
(Address of principal executive offices, including zip code)

(650) 266-6000
(Registrant's telephone number, including area code)

(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))
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Item 1.01. Entry into a Material Definitive Agreement.

Collaboration Agreement with Novartis V&D

On March 29, 2011, we entered into an amendment, which we refer to as the amendment, to the Collaboration and Option Agreement, or collaboration agreement, dated May 17, 2010 between us and Novartis Vaccines and Diagnostics, Inc., or Novartis V&D. By its terms, the amendment is made effective retroactively to March 15, 2011.

Under the terms of the collaboration agreement, our capabilities in digital PCR are being developed for potential in-vitro diagnostics applications, with an initial focus on the development of a non-invasive prenatal diagnostic test for fetal aneuploidies. Under the amendment, we and Novartis V&D modified certain development milestones established under our collaboration plan. We and Novartis V&D also agreed to new and revised payment terms, resulting in an increase from \$3.0 million to \$3.32 million in aggregate potential payments associated with the execution of the collaboration agreement, the amendment, and satisfaction of milestones. The parties also agreed to modify the period of time during which Novartis V&D may exercise its rights to license our technology under Article V of the collaboration agreement, contingent on our satisfying certain milestones by a specified date. Except to the extent specifically amended pursuant to the amendment, the collaboration agreement remains in full force and effect.

The foregoing description of the amendment is qualified in its entirety by reference to the full text of the amendment, which is filed herewith as Exhibit 10.21A and incorporated herein by reference in its entirety.

Business Financing Modification Agreement

On March 31, 2011, we entered into a Business Financing Modification Agreement, or modification agreement, with Bridge Bank, National Association. The modification agreement amends the Business Financing Agreement dated December 16, 2010 between us and Bridge Bank. The modification agreement establishes a higher credit limit of \$7.0 million under the Business Financing Agreement. In addition, the modification agreement amends certain financial reporting obligations of Fluidigm Corporation under the Business Financing Agreement. Except to the extent specifically amended pursuant to the modification agreement, the Business Financing Agreement remains in full force and effect.

The foregoing description of the modification agreement is qualified in its entirety by reference to the full text of the modification agreement, which is filed herewith as Exhibit 4.8A and incorporated by reference in its entirety.

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

Appointment of Director

On March 31, 2011, our board of directors appointed Evan Jones to serve as a Class I director until our 2011 annual meeting of stockholders or until his successor is duly elected and qualified. Mr. Jones will also serve as a member of the compensation committee of our board of directors.

Mr. Jones, age 54, has served since 2007 as managing member of jVen Capital, LLC, a life sciences investment company. He also serves as executive chairman of Opgen, Inc., a privately held DNA molecular diagnostics company. Previously, he co-founded Digene Corporation, or Digene, a publicly traded biotechnology company focused on women's health and molecular diagnostic testing that was sold to Qiagen, N.V. in 2007. He served as chairman of Digene's board of directors from 1995 to 2007, as Digene's chief executive officer from 1990 to 2006, and as Digene's president from 1990 to 1999. Mr. Jones is a member of the board of directors of CAS Medical Systems, Inc., a developer of patient vital signs monitoring products and technologies, and Veracyte, Inc., a private venture-backed company developing molecular tests to improve the diagnostic accuracy of cytology samples. Mr. Jones is also a member of the board of directors of the Children's Research Institute in Washington, D.C. He is Chairman of the Campaign for Public Health, an independent, not-for-profit organization dedicated to increasing funding for the Centers for Disease Control and Prevention and is a member of the board of directors and the Executive Committee of Research!America. Mr. Jones received a B.A. degree from the University of Colorado and an M.B.A. degree from The Wharton School at the University of Pennsylvania. We believe that Mr. Jones' qualifications to serve on our board of directors include his knowledge of the life sciences market and his experience as a chief executive officer and as a board member with other public and private companies.

On April 4, 2011, we issued a press release announcing Mr. Jones' appointment to our board of directors. A copy of the press release is attached to this Current Report on Form 8-K as Exhibit 99.1 and is incorporated by reference herein.

Chief Business Officer Employment Terms

As previously disclosed in our registration statement on Form S-1 and annual report on Form 10-K, we entered into an offer letter dated May 3, 2010 with Fredric Walder, our chief business officer, in which we agreed, as an inducement for Mr. Walder to join Fluidigm Corporation, to provide certain relocation benefits totaling up to \$105,000 and to reimburse, with a tax gross up, his commuting costs associated with relocation. The total relocation benefit is now \$175,000 as reflected in an addendum to Mr. Walder's offer letter that we entered in November 2010. The offer letter and the addendum are filed herewith as Exhibit 10.18 and incorporated herein by reference in their entirety. The foregoing description of the offer letter and addendum is qualified in its entirety by the full text of the offer letter and addendum.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
4.8A	Business Financing Modification Agreement dated March 31, 2011, by and between Bridge Bank, National Association, and the Company.
10.18	Offer Letter dated May 3, 2010 to Fredric Walder and Addendum thereto dated November 8, 2010.
10.21A*	Amendment # 1, executed on March 29, 2011 and effective as of March 15, 2011, to the Collaboration and Option Agreement dated May 17, 2010, by and between Novartis Vaccines & Diagnostics, Inc. and the Company.
99.1	Press release of Fluidigm Corporation issued April 4, 2011.

* Confidential treatment has been requested with respect to certain portions of this exhibit. Omitted portions have been filed separately with the Securities and Exchange Commission.

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.

FLUIDIGM CORPORATION

Date: April 4, 2011

By: _____ /s/ VIKRAM JOG
Vikram Jog
Chief Financial Officer

EXHIBIT INDEX

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99.1	Press release of Fluidigm Corporation issued April 4, 2011.

* Confidential treatment has been requested with respect to certain portions of this exhibit. Omitted portions have been filed separately with the Securities and Exchange Commission.

BUSINESS FINANCING MODIFICATION AGREEMENT

This Business Financing Modification Agreement is entered into as of March 31, 2011, by and between Fluidigm Corporation (the "Borrower") and Bridge Bank, National Association ("Lender").

1. **DESCRIPTION OF EXISTING INDEBTEDNESS:** Among other indebtedness which may be owing by Borrower to Lender, Borrower is indebted to Lender pursuant to, among other documents, a Business Financing Agreement, dated December 16, 2010 by and between Borrower and Lender, as may be amended from time to time (the "Business Financing Agreement"). Capitalized terms used without definition herein shall have the meanings assigned to them in the Business Financing Agreement.

Hereinafter, all indebtedness owing by Borrower to Lender shall be referred to as the "Indebtedness" and the Business Financing Agreement and any and all other documents executed by Borrower in favor of Lender shall be referred to as the "Existing Documents."

2. **DESCRIPTION OF CHANGE IN TERMS.**

A. **Modification(s) to Business Financing Agreement:**

1) The following subsections of Section 4.10 are hereby amended to read as follows:

(b) No later than 5 days after filing with the Securities and Exchange Commission, quarterly financial statements of Borrower, certified and dated by an authorized officer. These quarterly financial statements must be prepared on a consolidated and consolidating basis.

(d) Copies of the Form 10-K Annual Report, Form 10-Q Quarterly Report and Form 8_K Current Report for Borrower within 5 days of filing with the Securities and Exchange Commission.

(f) No later than 5 days after filing with the Securities and Exchange Commission of the Form 10-K Annual Report and Form 10-Q Quarterly Report, a compliance certificate of Borrower, signed by an authorized financial officer and setting forth (i) the information and computations (in sufficient detail) to establish compliance with all financial covenants at the end of the period covered by the financial statements then being furnished and (ii) whether there existed as of the date of such financial statements and whether there exists as of the date of the certificate, any Event of Default under this Agreement and, if any such Event of Default exists, specifying the nature thereof and the action Borrower is taking and proposes to take with respect thereto.

(g) Prior to any Advances, and so long as any Advances are outstanding, within 10 days after the first day of each calendar month, a borrowing base certificate, in form and substance satisfactory to Lender, setting forth Eligible Receivables and Receivable Amounts thereof and Eligible Inventory as of the last day of the preceding calendar month.

(h) Prior to any Advances, and so long as any Advances are outstanding, within 10 days after the first day of each calendar month, a detailed aging of Borrower's receivables by invoice or a summary aging by account debtor, together with payable aging, inventory analysis, deferred revenue report, and such other matters as Lender may request.

2) The following defined term in Section 12.1 entitled "Definitions" is hereby amended as follows:

“Credit Limit” means \$7,000,000 which is intended to be the maximum amount of Advances outstanding at any time.

3. CONSISTENT CHANGES. The Existing Documents are each hereby amended wherever necessary to reflect the changes described above.

4. INTENTIONALLY OMITTED.

5. NO DEFENSES OF BORROWER/GENERAL RELEASE. Borrower agrees that, as of this date, it has no defenses against the obligations to pay any amounts under the Indebtedness. Each of Borrower and Guarantor (each, a “Releasing Party”) acknowledges that Lender would not enter into this Business Financing Modification Agreement without Releasing Party’s assurance that it has no claims against Lender or any of Lender’s officers, directors, employees or agents. Except for the obligations arising hereafter under this Business Financing Modification Agreement, each Releasing Party releases Lender, and each of Lender’s and entity’s officers, directors and employees from any known or unknown claims that Releasing Party now has against Lender of any nature, including any claims that Releasing Party, its successors, counsel, and advisors may in the future discover they would have now had if they had known facts not now known to them, whether founded in contract, in tort or pursuant to any other theory of liability, including but not limited to any claims arising out of or related to the Agreement or the transactions contemplated thereby. Releasing Party waives the provisions of California Civil Code section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The provisions, waivers and releases set forth in this section are binding upon each Releasing Party and its shareholders, agents, employees, assigns and successors in interest. The provisions, waivers and releases of this section shall inure to the benefit of Lender and its agents, employees, officers, directors, assigns and successors in interest. The provisions of this section shall survive payment in full of the Obligations, full performance of all the terms of this Business Financing Modification Agreement and the Agreement, and/or Lender’s actions to exercise any remedy available under the Agreement or otherwise.

6. CONTINUING VALIDITY. Borrower understands and agrees that in modifying the existing Indebtedness, Lender is relying upon Borrower’s representations, warranties, and agreements, as set forth in the Existing Documents. Except as expressly modified pursuant to this Business Financing Modification Agreement, the terms of the Existing Documents remain unchanged and in full force and effect. Lender’s agreement to modifications to the existing Indebtedness pursuant to this Business Financing Modification Agreement in no way shall obligate Lender to make any future modifications to the Indebtedness. Nothing in this Business Financing Modification Agreement shall constitute a satisfaction of the Indebtedness. It is the intention of Lender and Borrower to retain as liable parties all makers and endorsers of Existing Documents, unless the party is expressly released by Lender in writing. No maker, endorser, or guarantor will be released by virtue of this Business Financing Modification Agreement. The terms of this paragraph apply not only to this Business Financing Modification Agreement, but also to any subsequent Business Financing modification agreements.

7. INTENTIONALLY OMITTED.

8. COUNTERSIGNATURE. This Business Financing Modification Agreement shall become effective only when executed by Lender and Borrower.

BORROWER:

FLUIDIGM CORPORATION

By: /s/ Vikram Jog

Name: Vikram Jog

Title: CFO

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: /s/ Larry LaCroix

Name: Larry LaCroix

Title: SVP



May 3, 2010

Fredric Walder
[address]

Dear Fred:

I am pleased to offer you a position with Fluidigm Corporation (the "Company") as Chief Business Officer, reporting to me. Other terms of employment include:

Start Date: On or before Monday, May 17, 2010

Compensation:

You will receive a salary of \$12,083.33 per pay period. We are on a semi-monthly pay schedule. This equates to a base compensation of \$290,000.00 on an annual basis, less deductions as required by law, which will be paid in accordance with the Company's normal payroll procedures. This is a regular position and we envision that the work requirements will be approximately twenty-four (24) hours a week which equates to being paid 60% of your salary until July 1, 2010 when you will begin to work forty (40) hours a week.

Executive Bonus Plan:

You will be eligible to participate in the Company's executive annual bonus program which is based on achievement of targets or performance criteria as may be specified by the Board. The terms and conditions of the executive annual program may be amended or varied from time to time at the sole discretion of the Board. The projected annual bonus for 2010 is estimated to be a maximum of 35% of the employee's annual base salary, subject to all applicable federal and state taxes, payable on Q1 of 2011 and pro-rated on a monthly basis, if less than 12 months' service as of December 31, 2010. The primary principle for payout of variable cash bonus is "pay for performance." Bonuses for executives will be 35% at 100% of plan, payable as follows:

- 80% of bonus is for meeting corporate goals.
- 20% of bonus is for meeting departmental goals.
- The bonus will begin to be paid at meeting 80% of plan.

Stock Options:

Subject to approval by our Board of Directors (or a committee authorized by the Board), the Company will grant you an option to purchase up to 200,000 shares of Common Stock of the grant of stock options. 1/4th of said options will vest and become exercisable one year after the commencement of your employment with the Company and an additional 1/48th of said options will vest and become exercisable at the end of each month after said one year period. These options will be subject to the terms of the Company's 2009 Equity Incentive Plan.

Relocation:

In order to accommodate your activities associated with your move to the Bay Area, the Company is providing you with a relocation benefit package, as detailed in the attached Company Relocation Guideline. You are eligible, as outlined in the attached, to receive the specific benefits up to \$105,000.00. As specifically modified for you, the closing cost benefit with respect to a home purchase must be used within one (1) year from the date of your hire.

Fluidigm Corporation

7000 Shoreline Court, Suite 100, South San Francisco, California 94080 tel: 650.266.6000 fax: 650.871.7152 www.fluidigm.com

Fredric Walder
May 3, 2010

If you use this benefit but leave before you complete one (1) full year of employment, then for each month prior to one year, you will be obligated to repay that pro-rata amount. For example, if you use this benefit after six (6) months of employment and leave the Company after nine (9) months, you will be obligated to repay 25% (3 months early divided by 12). Please contact Human Resources regarding any specific questions you may have pertaining to this benefit.

Benefits:

You are eligible to receive the Company's standard benefits package which includes medical, dental, vision, life and disability insurance benefits. Benefits will be effective the first day of the month following your date of hire or upon a qualifying event. Additional benefits, as the Company may make generally available to its employees from time to time, will be made available to you. You will be entitled to three (3) weeks paid vacation each year and such paid holidays as the Company gives to its employees generally.

Confidentiality and Company Policies:

It is important to protect our confidential information and proprietary material. Therefore, as a condition of employment you will be required to sign the Company's standard At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement.

Change of Control:

Your employment contract contains certain change of control and termination without cause provisions, summarized below:

- Termination "Without Cause" prior to a change of control results in: (i) 6 months severance paid as salary continuation, plus (ii) up to 6 months of reimbursement for COBRA expenses.
- Termination "Without Cause" after 12 months following a change of control results in: (i) 6 months severance paid as salary continuation, plus (ii) up to 3 months of reimbursement for COBRA expenses.
- Termination "Without Cause" or for "Good Reason" within 12 months following a change of control results in: (i) 6 months severance paid in lump sum, plus (ii) acceleration of all unvested options and restricted stock, and (iii) up to 6 months of reimbursement for COBRA expenses.
- If benefits are subject to 280G parachute payment excise taxes, then the executive will receive the "best of" (i) the benefits delivered in full and subject to the excise tax, or (ii) reduced benefits such that no excise tax is applied.
- In the case of (i) death, (ii) disability, (iii) termination for cause, or (iv) termination that is voluntary and is not for Good Reason within 12 months of a change of control, then the executive gets no severance, and only salary and other employee benefits that are owing and due through date of termination of employment.

Notwithstanding the above, the final language and provisions of change of control clauses of your employment contract are subject to Board approval.

Reference checks: This offer is contingent upon successfully passing your reference checks.

Employment Authorization:

For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your date of hire, or our employment relationship may be terminated.

Fredric Walder
May 3, 2010

Other:

You should be aware that your employment with the Company is for no specified period and constitutes "at will" employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause. In addition, the Company may change your compensation, duties, assignments, responsibilities or location of your position at any time to adjust to the changing needs of our dynamic Company.

In the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree that all such disputes shall be fully and finally resolved by binding arbitration conducted by the American Arbitration Association in San Mateo County California. *However*, we agree that this arbitration provision shall not apply to any disputes or claims relating to or arising out of the misuse or misappropriation of the Company's trade secrets or proprietary information.

This offer expires on Friday, May 14, 2010, unless you accept prior to this date. To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below and return it in the envelope provided to Romeo Malabanan, Talent Acquisition & HR Associate, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080. A copy is provided for your records.

This letter, along with the agreement relating to proprietary rights between you and the Company, set forth the terms of your employment with the Company and supersede any prior representations or agreements, whether written or oral. This letter may not be modified or amended except by a written agreement, signed by the Company and by you.

Fred, we look forward to you joining our Company.

Sincerely,

/s/ Gajus V. Worthington
Gajus V. Worthington
President and CEO
Fluidigm Corporation

ACCEPTED AND AGREED TO:

/s/ Fredric Walder

Fredric Walder

19 May 2010

Date

Enclosures:
Personal Information Worksheet
I-9 Form
W-4 Form
Direct Deposit
In-Q Tel Security Questionnaire
Confidentiality Agreement

Benefits Election Form
Benefits Summary
Relocation Guideline
Promissory Note

Fluidigm Corporation

7000 Shoreline Court, Suite 100, South San Francisco, California 94080 tel: 650.266.6000 fax: 650.871.7152 www.fluidigm.com



November 8, 2010

Fredric Walder
[Address]

Re: Amendments and Clarifications to Offer Letter Dated May 3, 2010

Dear Fred:

On behalf of Fluidigm, I write to confirm certain amendments and clarifications to the offer letter from Fluidigm to you dated May 3, 2010.

Fluidigm understands that due to the current economic climate and the impact on the housing market, you still have not been able to sell your home in Madison, WI. We also understand that you desire and need to find more permanent housing in the SF Bay Area. In consideration of that, Fluidigm will amend/clarify your compensation and relocation package that is set forth in the May 3, 2010 letter as follows:

1. It was not clear that the reimbursement to you from May to date for the non-business related trips back and forth to Wisconsin was taxable income. Therefore, on a one-time, non-precedent basis, Fluidigm will pay for the tax "gross-up" on the reimbursement for these non-business related trips that have occurred from May through September 26, 2010. Then, the reimbursement will be reported by Fluidigm (and must be so reported by you) as taxable income. For trips from October 1, 2010 through ~~December 1, 2010~~ only, Fluidigm will pay the "gross-up" but again the entire reimbursement will be treated as taxable income. January 1, 2011 GW

2. In addition to the "gross-up" above and relocation benefits in your May 3, 2010 offer letter, Fluidigm will also provide you an additional sum up to a maximum of Seventy Thousand Dollars (\$70,000.00), to be used solely for one of the following limited purposes: (a) to assist you, on a monthly basis, for payment of part of your mortgage for purchase of a permanent residence in the SF Bay Area; (b) part of the purchase price of a permanent residence in the SF Bay Area; (c) rental of a home in the SF Bay Area; or (d) losses you incur in the sale of your current home in Madison, WI.

No matter which of the above you choose to utilize, you will need to submit valid receipts for same prior to any reimbursement. Any sums provided to you under Paragraph 2 will be considered taxable income to you, and you are solely responsible for any tax liability. * please see note

If you use this benefit but leave before you complete one (1) full year of employment, then for each month prior to one year, you will be obligated to repay that pro-rata amount. For example, if you use this benefit after six (6) months of employment and leave the Company after nine months, you will be obligated to repay 25% (3 months early divided by 12). Please contact Human Resources regarding any specific questions you may have pertaining to this benefit.

Fluidigm Corporation
7000 Shoreline Court, Suite 100, South San Francisco, California 94080 tel: 650.266.6000 fax: 650.871.7152 www.fluidigm.com

3. The time frame to utilize the relocation funds that are set forth in the May 3, 2010 letter and the additional sums of up to a maximum of Seventy Thousand Dollars (\$70,000.00) will be from October 1, 2010 and will expire on September 30, 2011. In order to comply with Section 409A of the Internal Revenue Code of 1986, as amended, any reimbursable expenses that have not been reimbursed to date and that you incur during the remaining part of calendar year 2010 will be paid to you in January of 2011. Any reimbursable expenses you incur beginning January 1, 2011 will be paid to you as soon as reasonably practicable following Fluidigm's receipt of valid receipts documenting the reimbursable expenses, but in any event must be reimbursed before December 31, 2011.

4. Change in Control benefits as referenced in the May 3, 2010 offer letter are superseded, and will be governed solely by the terms in your August of 2010 Employment and Severance Agreement.

Other than the above, all of the other terms and conditions that are set forth in the May 3, 2010 offer letter remain unchanged and in full force and effect.

Fred, we hope these additional benefits that are being offered allow you to complete the relocation to the SF Bay Area.

Sincerely,

/s/ Gajus V. Worthington
Gajus V. Worthington
President and CEO
Fluidigm Corporation

I, Fredric Walder, on this ____ day of November, 2010 do accept and agree to the above amendments/clarifications and I understand that I remain an at-will employee.

/s/ Fredric Walder

Fredric Walder

cc: Personnel file

Fluidigm Corporation

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CONFIDENTIAL TREATMENT REQUESTED BY FLUIDIGM CORPORATION

**Amendment #1 to the
Collaboration and Option Agreement dated May 17, 2010
By and between
Fluidigm Corporation and Novartis Vaccines and Diagnostics, Inc.**

Incorporating the terms and conditions of the Collaboration and Option Agreement made effective May 17, 2010 (hereinafter referred to as the “**Agreement**”), made by and between Novartis Vaccines and Diagnostics, Inc. (“**Novartis**”) and Fluidigm Corporation (“**Fluidigm**”), the Agreement is amended, effective as of March 15, 2011.

WHEREAS, the parties entered into the Agreement for research and development of reagents in connection with Fluidigm Technology;

WHEREAS, the parties desire to amend the Collaboration Plan to provide clarification and a more detailed scope of work for certain milestones in Phase 1 of the collaboration;

WHEREAS, in connection with the amendment to the Collaboration Plan, the parties desire to adjust the milestone payment terms;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree to amend the Agreement as follows:

1. Capitalized terms in this Amendment #1 shall have the same meaning as set forth in the Agreement unless otherwise stated herein.
2. As of the effective date of this Amendment #1, the scopes of work under the sections identified as “*Fluidigm Collaboration Milestone 5*” and “*Fluidigm Collaboration Milestone 6*”, set forth in the original Collaboration Plan attached as Exhibit B to the Agreement, shall be deleted in their entirety and replaced with the following scopes of work:

<u>Tasks</u>	<u>Expected Completion Date (post effective date of Agreement)</u>	<u>Details/Metrics</u>
<i>Fluidigm Collaboration Milestone 5</i>		
— [***]	[***]	— [***]
— [***]	[***]	— [***]
— [***]	[***]	— [***]

[***] Information has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

— [***]	[***]	— [***]
— [***]	[***]	— [***]
— [***]	[***]	— [***]

Fluidigm Collaboration Milestone 6

— [***]	[***]	— [***]
— [***]	[***]	— [***]
— [***]	[***]	— [***]
— [***]	[***]	— [***]

For the avoidance of doubt, all other milestone scopes of work identified in Exhibit B of the Agreement shall remain in full force and effect.

3. As of the effective date of this Amendment #1, *Table 1. Milestone Payments* under Section 6.1(a) of the Agreement shall be deleted in its entirety and replaced with the following table illustrating a total amount of [***] dollars (USD \$[***]), thereby reflecting an agreed upon [***] of [***] dollars (USD \$[***]) from the prior budget for Phase 1 activities:

Table 1. Milestone Payments

<u>Milestones</u>	<u>Payment Amounts</u>
Collaboration Milestone 1	\$[***]
Collaboration Milestone 2	\$[***]
Collaboration Milestone 3	\$[***]
Collaboration Milestone 4	\$[***]
Collaboration Milestone 5	\$[***]
Collaboration Milestone 6	\$[***]
All Collaboration Milestones (1-6) and delivery of the Final Report for Phase 1	\$[***]

4. As part of the amended Collaboration Plan set forth in this Amendment #1, the parties hereby clarify and amend the terms of the Agreement *mutatis mutandis* as follows:
 - a. At Novartis’ sole cost and expense, Novartis agrees to provide up to [***] laboratory technicians of its choosing to Fluidigm, for a period not to exceed [***] for each technician, to assist Fluidigm solely with completion of the work for *Fluidigm Collaboration Milestone 5* as amended herein, unless otherwise agreed to in writing by the parties. In addition, Fluidigm agrees to commit no fewer than [***] Fluidigm Full Time Employees (“FTEs”) in order to achieve the scopes of work set forth under *Fluidigm Collaboration Milestone 5* and *Fluidigm Collaboration Milestone 6* as amended herein.
 - b. In addition to the clinical samples (with follow up) that Novartis has already paid for and provided to Fluidigm (receipt of which is acknowledged herein by Fluidigm) Novartis

[***] Information has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

CONFIDENTIAL TREATMENT REQUESTED BY FLUIDIGM CORPORATION

shall provide up to [***] additional clinical samples (with follow up) processed (DNA extracts and QC tests applied) if needed, prior to the initiation of the [***] that is part of *Fluidigm Collaboration Milestone 6* for use in the [***] scope of work. The decision to provide such additional samples shall reside with the JSC. If the JSC decides it is necessary that such samples are to be provided to Fluidigm, then those samples shall be provided by Novartis to Fluidigm no later than [***]. If those samples are not provided by [***], then Fluidigm may process samples previously supplied by Novartis by the then most current extraction method and QC tests recommended by the JSC and must then process all remaining samples necessary to comprise the [***] samples in the same and consistent manner. (The best QC assay will be determined within the JSC as agreed to by both companies and is tentatively scheduled to be decided by [***].)

- c. Fluidigm agrees to use diligent efforts to complete the six (6) Phase 1 related *Fluidigm Collaboration Milestones*, as amended herein, and deliver the Final Report for all Phase 1 activities by no later than end of business, [***].
 - d. Contingent upon Fluidigm meeting the [***] deadline immediately set forth above, Novartis shall thereafter have up through the end of business on [***] (“Reduced Option Term”) to exercise its License Option pursuant to Article 5 of the Agreement. Fluidigm’s commitment to meet such [***] deadline is a condition precedent to Novartis’ Reduced Option Term. Otherwise, failure to meet such condition precedent shall automatically cause reversion of Novartis’ rights to the original ninety (90) day Option Term under Section 5.2 of the Agreement.
5. In consideration of the extended exclusivity period and amendments set forth herein, Novartis shall pay to Fluidigm a non-refundable amount of [***] dollars (USD \$[***]) within [***] days from receipt of an invoice from Fluidigm.
6. All of the other terms and conditions of the Agreement shall continue in full force and effect. This Amendment #1, together with the Agreement, constitute the entire agreement between the parties hereto regarding the subject matter hereof and supersedes any prior and/or contemporaneous agreement(s), understanding(s) and/or negotiations(s).

IN WITNESS WHEREOF, the parties hereto hereby execute this Amendment #1as of the date set forth above.

NOVARTIS VACCINES AND DIAGNOSTICS, INC.

FLUIDIGM CORPORATION

By: /s/ Daniel Parera
Daniel Parera
VP Development, Novartis Diagnostics

By: /s/ Robert C. Jones
(Signature)

Name: Robert C. Jones

[***] Information has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

CONFIDENTIAL TREATMENT REQUESTED BY FLUIDIGM CORPORATION

Title: Executive Vice President R&D

Date: 29 MAR 2011

Date: March 23, 2011

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[***] Information has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

FLUIDIGM ADDS EVAN JONES TO ITS BOARD OF DIRECTORS

SOUTH SAN FRANCISCO, Calif. – Apr. 4, 2011 – Fluidigm Corporation (NASDAQ:FLDM) today announced that Evan Jones has been appointed to Fluidigm’s Board of Directors. Mr. Jones will also join the Board’s Compensation Committee.

“Evan brings more than 25 years of operating and investment experience in the life sciences industry to the Fluidigm Board,” said Sam Colella, Fluidigm Chairman of the Board. “In addition to Evan’s business experience in genomics, genetics, and DNA sequencing analysis, he has a passion for improving healthcare of children, increasing investment in disease control and prevention, and biomedical research. This combination of skills, interest, and experience will help the Board guide Fluidigm’s management as it explores new opportunities in the life sciences.”

“Fluidigm’s technology is bringing significant benefit to the life science industry. Looking forward, the company has exciting opportunities in molecular diagnostics with its microfluidic systems and capabilities for single-cell analysis. I want to help the company make decisions that will allow it to maximize its contributions to the industry and, by doing so, also help investors benefit from the Company’s potential,” said Mr. Jones.

Mr. Jones is the Managing Member of jVen Capital, LLC, a life sciences investment company. Prior to forming jVen Capital, he was co-founder, Chairman, and CEO of Digene Corporation, a publicly traded biotechnology company focused on women’s health and molecular diagnostic testing. Mr. Jones has more than 25 years of operating and investment experience in the life sciences industry, where he has founded and helped start a number of life sciences companies.

Mr. Jones is currently Executive Chairman of Opgen, Inc., a genomics company focused in the areas of microbial genetics and DNA sequence analysis. He is a Board Member of CAS Medical Systems, Inc. and Veracyte, Inc. He was Chairman of the Board of Signature Genomic Laboratories, LLC from 2008 until the company was sold to Perkin-Elmer Corp. in May 2010.

Mr. Jones is also Chairman of the Board of the Campaign for Public Health, an organization dedicated to increasing the annual budget of the CDC (Center for Disease Control and Prevention), and he serves on the Board of Directors of Research!America. He has served as Chairman of the Board of the Children’s Research Institute and as a Board Member of the Children’s National Medical Center.

Mr. Jones has a B.A. from the University of Colorado and an M.B.A. from The Wharton School, University of Pennsylvania.

About Fluidigm

Fluidigm (NASDAQ:FLDM) develops, manufactures and markets microfluidic systems for growth markets in the life science and agricultural biotechnology, or Ag-Bio, industries. Fluidigm's proprietary microfluidic systems consist of instruments and consumables, including integrated fluidic circuits, or chips, and reagents. These systems are designed to significantly simplify experimental workflow, increase throughput and reduce costs, while providing the excellent data quality demanded by customers. Fluidigm actively markets three microfluidic systems including eight different commercial chips to leading pharmaceutical and biotechnology companies, academic institutions and Ag-Bio companies.

For more information, please visit www.fluidigm.com.

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"Fluidigm" and the Fluidigm logo are trademarks or registered trademarks of Fluidigm.

Cautionary Note About Forward-Looking Statements

This press release contains "forward-looking" statements within the meaning of federal securities laws. Forward-looking statements include, among others, statements concerning or implying Fluidigm's future financial performance, trends and opportunities affecting Fluidigm, opportunities in the molecular diagnostics market, and the ability of management personnel and our board of directors to contribute to the growth of our business. These statements involve known and unknown risks, uncertainties, and other factors that may cause actual results to be materially different from any future results expressed or implied by these forward-looking statements. Fluidigm's business, revenues, and operating results are and will be subject to numerous risks and uncertainties, including (among others) risks relating to market acceptance of our products, the potential for quarterly variations in our operating results, our ability to successfully launch new products and applications, risks relating to FDA regulation, and competition in our primary markets. In addition to these risks and uncertainties, investors should review the risks and uncertainties contained in Fluidigm's filings with the United States Securities and Exchange Commission, including risks and uncertainties identified in our Annual Report on form 10-K filed on March 25, 2011.

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