

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

Form 20-F/A
(Amendment No. 1)

(Mark One)

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR 12(g) OF THE SECURITIES EXCHANGE ACT OF 1934

or

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2011.

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

or

SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of event requiring this shell company report

Commission file number: 000-51469

Baidu, Inc.

(Exact name of Registrant as specified in its charter)

N/A

(Translation of Registrant's name into English)

Cayman Islands

(Jurisdiction of incorporation or organization)

Baidu Campus

No. 10 Shangdi 10th Street
Haidian District, Beijing 100085
The People's Republic of China
(Address of principal executive offices)

Jennifer Li, Chief Financial Officer

Telephone: +(86 10) 5992-8888

Email: ir@baidu.com

Facsimile: +(86 10) 5992-0000

Baidu Campus

No. 10 Shangdi 10th Street,
Haidian District, Beijing 100085
The People's Republic of China

(Name, Telephone, Email and/or Facsimile number and Address of Company Contact Person)

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

Title of Each Class

American depository shares (ten American depository shares representing one
Class A ordinary share, par value US\$0.00005 per share)
Class A ordinary shares, par value US\$0.00005 per share*

Name of Each Exchange on Which Registered

The NASDAQ Stock Market LLC
(The NASDAQ Global Select Market)
The NASDAQ Stock Market LLC
(The NASDAQ Global Select Market)

* Not for trading, but only in connection with the listing on The NASDAQ Global Select Market of American depository shares.

Securities registered or to be registered pursuant to Section 12(g) of the Act:

None

(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:

None

(Title of Class)

Indicate the number of outstanding shares of each of the Issuer's classes of capital or common stock as of the close of the period covered by the annual report.

27,111,117 Class A ordinary shares and 7,803,000 Class B ordinary shares, par value US\$0.00005 per share, as of December 31, 2011.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes No

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of “accelerated filer and large accelerated filer” in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP International Financial Reporting Standards as issued by the International Accounting Standards Board Other

If “Other” has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow. Item 17 Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

(APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PAST FIVE YEARS)

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. Yes No

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EXPLANATORY NOTE

This Amendment No. 1 (“Amendment No. 1”) to our annual report on Form 20-F for the year ended December 31, 2011, originally filed with the Securities and Exchange Commission on March 29, 2012 (the “2011 Form 20-F”), is being filed solely to file a new Exhibit 4.83, and re-file Exhibit 4.58 to correct the translation of an entity’s name.

This Amendment No. 1 speaks as of the filing date of the 2011 Form 20-F on March 29, 2012. Other than as set forth above, this Amendment No. 1 does not, and does not purport to, amend, update or restate any other information or disclosure included in the 2011 Form 20-F or reflect any events that have occurred since March 29, 2012.

As required by Rule 12b-15 of the Securities and Exchange Act of 1934, as amended, we are also filing as exhibits to this Amendment No. 1 the certifications required under Section 302 of the Sarbanes-Oxley Act of 2002.

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Item 19. Exhibits

<u>Exhibit Number</u>	<u>Description of Document</u>
1.1	Third Amended and Restated Memorandum and Articles of Association of the Registrant (incorporated by reference to Exhibit 99.2 of Form 6-K furnished with the Securities and Exchange Commission on December 17, 2008)
2.1	Registrant's Specimen American Depositary Receipt (incorporated by reference to Exhibit 1 of the prospectus filed with the Securities and Exchange Commission on January 5, 2009 pursuant to Rule 424(b)(3) under the Securities Act)
2.2	Registrant's Specimen Certificate for Class A Ordinary Shares (incorporated by reference to Exhibit 4.2 of Amendment No. 5 to our Registration Statement on Form F-1 (file no. 333-126534) filed with the Securities and Exchange Commission on August 2, 2005)
2.3	Form of Deposit Agreement among the Registrant, the depository and holder of the American Depositary Receipts (incorporated by reference to Exhibit 4.3 to our Registration Statement on Form F-1 (file no. 333-126534) filed with the Securities and Exchange Commission on July 12, 2005)
4.1	Second Amended and Restated Shareholders Agreement dated June 9, 2004 among the Registrant and other parties therein (incorporated by reference to Exhibit 4.4 of our Registration Statement on Form F-1 (file no. 333-126534) filed with the Securities and Exchange Commission on July 12, 2005)
4.2	2000 Option Plan (amended and restated effective December 16, 2008) (incorporated by reference to Exhibit 99.3 of Form 6-K furnished with the Securities and Exchange Commission on December 17, 2008)
4.3	2008 Share Incentive Plan (incorporated by reference to Exhibit 99.4 of Form 6-K furnished with the Securities and Exchange Commission on December 17, 2008)
4.4	Form of Indemnification Agreement with the Registrant's directors (incorporated by reference to Exhibit 10.3 of our Registration Statement on Form F-1 (file no. 333-126534) filed with the Securities and Exchange Commission on July 12, 2005)
4.5	Form of Employment Agreement between the Registrant and an Executive Officer of the Registrant (incorporated by reference to Exhibit 10.4 of our Registration Statement on Form F-1 (file no. 333-126534) filed with the Securities and Exchange Commission on July 12, 2005)
4.6*	Translation of Exclusive Technology Consulting and Services Agreement dated March 22, 2005 between Baidu Online and Baidu Netcom and the supplementary agreement dated April 22, 2010
4.7	Translation of Business Cooperation Agreement dated March 22, 2005 between Baidu Online and Baidu Netcom (incorporated by reference to Exhibit 99.3 of our Registration Statement on Form F-1 (file no. 333-126534) filed with the Securities and Exchange Commission on July 12, 2005)
4.8	Translation of Operating Agreement dated March 22, 2005 between Baidu Online and Baidu Netcom (incorporated by reference to Exhibit 99.4 of our Registration Statement on Form F-1 (file no. 333-126534) filed with the Securities and Exchange Commission on July 12, 2005)
4.9	Translation of Software License Agreement dated March 22, 2005 between Baidu Online and Baidu Netcom (incorporated by reference to Exhibit 99.5 of our Registration Statement on Form F-1 (file no. 333-126534) filed with the Securities and Exchange Commission on July 12, 2005)

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<u>Exhibit Number</u>	<u>Description of Document</u>
4.10	Translation of Trademark License Agreement dated March 1, 2004 between Baidu Online and Baidu Netcom and the supplementary agreement dated January 18, 2005 (incorporated by reference to Exhibit 99.6 of our Registration Statement on Form F-1 (file no. 333-126534) filed with the Securities and Exchange Commission on July 12, 2005)
4.11	Translation of Domain Name License Agreement dated March 1, 2004 between Baidu Online and Baidu Netcom and the supplementary agreement dated August 9, 2004 (incorporated by reference to Exhibit 99.7 of our Registration Statement on Form F-1 (file no. 333-126534) filed with the Securities and Exchange Commission on July 12, 2005)
4.12	Translation of Web Layout Copyright License Agreement dated March 1, 2004 between Baidu Online and Baidu Netcom and the supplementary agreement dated August 9, 2004 (incorporated by reference to Exhibit 99.8 of our Registration Statement on Form F-1 (file no. 333-126534) filed with the Securities and Exchange Commission on July 12, 2005)
4.13	Translation of Proxy Agreement dated August 9, 2004 among Baidu Online, Baidu Netcom, Robin Yanhong Li and Eric Yong Xu (incorporated by reference to Exhibit 99.9 of our Registration Statement on Form F-1 (file no. 333-126534) filed with the Securities and Exchange Commission on July 12, 2005)
4.14	Translation of Equity Pledge Agreement dated March 22, 2005 among Baidu Online, Robin Yanhong Li and Eric Yong Xu (incorporated by reference to Exhibit 99.10 of our Registration Statement on Form F-1 (file no. 333-126534) filed with the Securities and Exchange Commission on July 12, 2005)
4.15	Translation of Exclusive Equity Purchase Option Agreement dated March 22, 2005 among Baidu Online, Robin Yanhong Li and Eric Yong Xu (incorporated by reference to Exhibit 99.11 of our Registration Statement on Form F-1 (file no. 333-126534) filed with the Securities and Exchange Commission on July 12, 2005)
4.16*	Translation of Loan Agreement dated March 22, 2005 among Baidu Online, Robin Yanhong Li and Eric Yong Xu (incorporated by reference to Exhibit 99.12 of our Registration Statement on Form F-1 (file no. 333-126534) filed with the Securities and Exchange Commission on July 12, 2005) and the Supplementary Agreement among Baidu Online, Baidu Netcom, Robin Yanhong Li, Eric Yong Xu and Haoyu Shen dated January 11, 2011
4.17	Translation of Form of Irrevocable Powers of Attorney issued by the shareholders of Baidu Netcom (incorporated by reference to Exhibit 99.13 of our Registration Statement on Form F-1 (file no. 333-126534) filed with the Securities and Exchange Commission on July 12, 2005)
4.18	Translation of the form of Technology Consulting and Services Agreement between Baidu Online and a consolidated affiliated PRC entity (incorporated by reference to Exhibit 4.19 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on June 5, 2008)
4.19	Translation of the form of Operating Agreement between Baidu Online and a consolidated affiliated PRC entity (incorporated by reference to Exhibit 4.20 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on June 5, 2008)
4.20	Translation of the form of Web Layout Copyright License Agreement between Baidu Online and a consolidated affiliated PRC entity (incorporated by reference to Exhibit 4.21 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on June 5, 2008)

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<u>Exhibit Number</u>	<u>Description of Document</u>
4.21	Translation of the form of Proxy Agreement among Baidu Online, a consolidated affiliated PRC entity and the shareholders of the consolidated affiliated PRC entity (incorporated by reference to Exhibit 4.22 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on June 5, 2008)
4.22	Translation of the form of Equity Pledge Agreement between Baidu Online and the shareholder of a consolidated affiliated PRC entity (incorporated by reference to Exhibit 4.23 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on June 5, 2008)
4.23	Translation of the form of Exclusive Equity Purchase Option Agreement between Baidu Online and the shareholder of a consolidated affiliated PRC entity (incorporated by reference to Exhibit 4.24 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on June 5, 2008)
4.24	Translation of the form of Loan Agreement between Baidu Online and the shareholder of a consolidated affiliated PRC entity (incorporated by reference to Exhibit 4.25 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on June 5, 2008)
4.25*	Translation of the Supplementary Agreement to Exclusive Technology Consulting and Services Agreement dated June 23, 2006 between Baidu Online and Beijing Perusal, dated April 22, 2010
4.26	Translation of the Operating Agreement dated June 23, 2006 between Baidu Online, Beijing Perusal, Jiping Liu and Yazhu Zhang and the supplementary agreement dated April 22, 2010 (incorporated by reference to Exhibit 4.26 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.27	Translation of the Webpage Layout Copyright License Agreement dated June 23, 2006 between Baidu Online and Beijing Perusal (incorporated by reference to Exhibit 4.27 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.28	Translation of the Proxy Agreement dated June 23, 2006 among Jiping Liu, Yazhu Zhang and Baidu Online (incorporated by reference to Exhibit 4.28 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.29*	Translation of the Amended and Restated Equity Pledge Agreements between Baidu Online and Yazhu Zhang, and between Baidu Online and Jiping Liu, both dated January 16, 2012
4.30*	Translation of the Amended and Restated Equity Purchase Option Agreements between Baidu Online, Jiping Liu and Beijing Perusal, and between Baidu Online, Yazhu Zhang and Beijing Perusal, both dated January 16, 2012
4.31	Translation of Irrevocable Powers of Attorney issued by Jiping Liu and Yazhu Zhang, the shareholders of Beijing Perusal, both dated June 23, 2006 (incorporated by reference to Exhibit 4.31 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.32*	Translation of the Amended and Restated Loan Agreements between Baidu Online and Jiping Liu and between Baidu Online and Yazhu Zhang, both dated January 16, 2012
4.33	Translation of the Technology Consulting and Services Agreement dated February 28, 2008 between Baidu Online and BaiduPay and the supplementary agreement dated April 22, 2010 (incorporated by reference to Exhibit 4.33 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)

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<u>Exhibit Number</u>	<u>Description of Document</u>
4.34	Translation of the Operating Agreement dated February 28, 2008 between Baidu Online, BaiduPay, Jun Yu and Beijing Netcom and the supplementary agreement dated April 22, 2010 (incorporated by reference to Exhibit 4.34 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.35	Translation of the Webpage Layout Copyright License Agreement dated February 28, 2008 between Baidu Online and BaiduPay (incorporated by reference to Exhibit 4.35 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.36	Translation of the Proxy Agreement between Hu Cai and Baidu Online, dated March 5, 2010 (incorporated by reference to Exhibit 4.36 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.37	Translation of the Equity Pledge Agreement between Baidu Online and Hu Cai, dated March 5, 2010 (incorporated by reference to Exhibit 4.37 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.38	Translation of the Exclusive Equity Purchase Option Agreement between Baidu Online, Hu Cai and BaiduPay, dated March 5, 2010 (incorporated by reference to Exhibit 4.38 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.39	Translation of Irrevocable Powers of Attorney issued by Hu Cai, the individual shareholder of BaiduPay, dated March 5, 2010 (incorporated by reference to Exhibit 4.39 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.40	Translation of the Loan Agreement between Baidu Online and Hu Cai, dated March 5, 2010 (incorporated by reference to Exhibit 4.40 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.41	Translation of the Technology Consulting and Services Agreement dated December 28, 2010 between Baidu HR and Baidu Online (incorporated by reference to Exhibit 4.41 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.42	Translation of the Operating Agreement dated December 28, 2010 between Baidu HR, Baidu Online and Robin Yanhong Li (incorporated by reference to Exhibit 4.42 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.43	Translation of the Proxy Agreement between Robin Yanhong Li and Baidu Online dated December 28, 2010 (incorporated by reference to Exhibit 4.43 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.44	Translation of the Equity Pledge Agreement between Robin Yanhong Li and Baidu Online dated December 28, 2010 (incorporated by reference to Exhibit 4.44 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.45	Translation of the Exclusive Equity Purchase Option Agreement between Baidu HR, Baidu Online and Robin Yanhong Li dated December 28, 2010 (incorporated by reference to Exhibit 4.45 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.46	Translation of the Loan Agreement between Baidu Online and Robin Yanhong Li dated December 28, 2010 (incorporated by reference to Exhibit 4.46 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)

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<u>Exhibit Number</u>	<u>Description of Document</u>
4.47	Translation of the Trademark Transfer Agreement between Baidu Online and Baidu Netcom dated March 1, 2010 (incorporated by reference to Exhibit 4.47 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.48	Translation of the supplementary agreements dated March 11, 2010 and April 22, 2010 to the Software License Agreement dated March 22, 2005 between Baidu Online and Baidu Netcom (incorporated by reference to Exhibit 4.48 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.49	Translation of the supplementary agreements dated March 1, 2010 and April 22, 2010 to the Trademark License Agreement dated March 1, 2004 between Baidu Online and Baidu Netcom and the supplementary agreement dated January 18, 2005 (incorporated by reference to Exhibit 4.49 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.50	Translation of the supplementary agreement dated March 1, 2010 to the Web Layout Copyright License Agreement dated March 1, 2004 between Baidu Online and Baidu Netcom and the supplementary agreement dated August 9, 2004 (incorporated by reference to Exhibit 4.50 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.51	Translation of the supplementary agreement dated April 22, 2010 to the Operating Agreement dated March 22, 2005 between Baidu Online and Baidu Netcom (incorporated by reference to Exhibit 4.51 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.52	Translation of the supplementary agreement dated March 1, 2010 to the Domain Name License Agreement dated March 1, 2004 between Baidu Online and Baidu Netcom and the supplementary agreement dated August 9, 2004 (incorporated by reference to Exhibit 4.52 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.53	Translations of the supplementary agreement dated April 22, 2010 to the Exclusive Equity Purchase Option Agreement dated March 22, 2005 among Baidu Online, Robin Yanhong Li and Eric Yong Xu (incorporated by reference to Exhibit 4.53 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.54	Translation of the Baidu Pay-for-Performance Distributors Management Agreement between Baidu Online and Baidu Netcom dated December 22, 2010 (incorporated by reference to Exhibit 4.54 of our Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 29, 2011)
4.55*	Translation of the supplementary agreement by and among Baidu Online, Beijing Perusal, Jiping Liu and Yazhu Zhang dated September 6, 2011
4.56*	Translation of the supplementary agreement to the Exclusive Technology Consulting and Services Agreement between Baidu HR and Baidu Online dated September 6, 2011
4.57*	Translation of the supplementary agreement to the Operating Agreement by and among Baidu Online, Robin Yanhong Li, Badu HR and Baidu Netcom dated September 6, 2011
4.58**	Translation of the Termination Agreement to the Proxy Agreement between Robin Yanhong Li and Baidu Online dated September 6, 2011
4.59*	Translation of the Proxy Agreement among Baidu Netcom, Baidu Online and Baidu HR dated September 6, 2011
4.60*	Translation of the supplementary agreement to the Equity Pledge Agreement by and among Robin Yanhong Li, Baidu Netcom and Baidu Online dated September 6, 2011

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<u>Exhibit Number</u>	<u>Description of Document</u>
4.61*	Translation of the supplementary agreement to the Equity Pledge Agreement between Baidu Netcom and Baidu Online dated September 6, 2011
4.62*	Translation of the supplementary agreement to the Exclusive Equity Purchase Option Agreement by and among Baidu Online, Robin Yanhong Li, Baidu HR and Baidu Netcom dated September 6, 2011
4.63*	Translation of Loan Agreement dated February 10, 2006 between Baidu Online and Robin Yanhong Li
4.64*	Translation of Loan Agreement dated March 6, 2008 between Baidu Online and Robin Yanhong Li
4.65*	Translation of the supplementary agreement to the Loan Agreement by and among Robin Yanhong Li, Baidu Netcom and Baidu Online dated September 6, 2011
4.66*	Translation of the supplementary agreement by and among Baidu Online, Baidu HR and Baidu Netcom dated September 6, 2011
4.67*	Translation of the supplementary agreement to the Trademark License Agreement between Baidu Online and Baidu Netcom dated January 30, 2011
4.68*	Translation of the supplementary agreement to the Software License Agreement between Baidu Online and Baidu Netcom dated January 30, 2011
4.69*	Translation of the supplementary agreement to the Web Layout Copyright License Agreement between Baidu Online and Baidu Netcom dated January 30, 2011
4.70*	Translation of the supplementary agreement to the Business Cooperation Agreement between Baidu Online and Baidu Netcom dated January 30, 2011
4.71*	Translation of the supplementary agreement to the Domain Name License Agreement between Baidu Online and Baidu Netcom dated January 30, 2011
4.72*	Translation of the Supplementary Agreement to the Amended and Restated Loan Agreement by and among Baidu Online, Robin Yanhong Li, Haoyu Shen and Zhan Wang dated August 26, 2011
4.73*	Translation of the Supplementary Agreement to the Amended and Restated Equity Pledge Agreement by and among Baidu Online, Robin Yanhong Li, Haoyu Shen and Zhan Wang dated August 26, 2011
4.74*	Translation of the Equity Pledge Agreement between Baidu Online and Robin Yanhong Li dated December 1, 2011
4.75*	Translation of the Supplementary Agreement by and among Baidu Online, Baidu Netcom, Robin Yanhong Li and Zhan Wang dated September 6, 2011
4.76*	Translation of the Supplementary Agreement to the Amended and Restated Equity Purchase Option Agreement and its Supplementary Agreement among Baidu Online, Robin Yanhong Li, Haoyu Shen, Baidu Netcom and Zhan Wang dated August 26, 2011
4.77*	Translation of the Supplementary Agreement to the Operating Agreement and its Supplementary Agreement among Baidu Online, Baidu Netcom, Robin Yanhong Li, Haoyu Shen and Zhan Wang dated August 26, 2011
4.78*	Translation of the Proxy Agreement among Robin Yanhong Li, Zhan Wang and Baidu Online dated August 26, 2011
4.79*	Translation of Supplementary Agreement among Baidu Online, BaiduPay, Baidu Netcom and Hu Cai dated September 6, 2011
4.80*	Translation of the Supplementary Agreement to Exclusive Technology Consulting and Services Agreement between Baidu Online and BaiduPay dated September 6, 2011
4.81*	Ordinary Shares Purchase Agreement between Qunar Cayman Islands Limited and Baidu Holdings Limited dated June 24, 2011.
4.82*	Credit Facility Agreement by and among Baidu, Inc., Goldman Sachs (Asia) L.L.C. and The Bank of New York Mellon, Hong Kong Branch dated July 14, 2011

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<u>Exhibit Number</u>	<u>Description of Document</u>
4.83**	Translation of the Loan Agreement between Baidu Online and Hu Cai dated April 27, 2010
8.1*	List of Principal Subsidiaries and Consolidated Affiliated Entities
11.1	Code of Business Conduct and Ethics (incorporated by reference to Exhibit 99.14 of our Registration Statement on Form F-1 (file no. 333-126534) filed with the Securities and Exchange Commission on July 12, 2005)
12.1**	Certification by Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
12.2**	Certification by Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
13.1*	Certification by Principal Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
13.2*	Certification by Principal Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
15.1*	Consent of Maples and Calder
15.2*	Consent of Han Kun Law Offices
15.3*	Consent of Ernst & Young Hua Ming
101.INS*	XBRL Instance Document
101.SCH*	XBRL Taxonomy Extension Schema Document
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document

* Previously filed or furnished with the Annual Report on Form 20-F on March 29, 2012.

** Filed with this Amendment No. 1 to the Annual Report on Form 20-F.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing its annual report on Form 20-F and that it has duly caused and authorized the undersigned to sign this Amendment No. 1 to its annual report on its behalf.

Baidu, Inc.

By: /s/ Robin Yanhong Li

Name: Robin Yanhong Li

Title: Chairman and Chief Executive Officer

Date: September 6, 2012

Termination Agreement

This Agreement is entered into by and among the following parties on September 6, 2011 in Beijing:

Robin Yanhong Li: a PRC citizen.

Baidu Online Network Technology (Beijing) Co., Ltd.: a foreign-owned limited liability company duly incorporated and validly existing under the laws of the People's Republic of China ("Baidu Online").

WHEREAS, (1) Robin Yanhong Li signed the proxy agreement (the "Original Agreement") as a shareholder of Baidu HR Consulting (Shanghai) Co., Ltd. ("Baidu HR") with Baidu Online on December 28, 2010 in Beijing; (2) Robin Yanhong Li has transferred all the shares he held in Baidu HR to Baidu Netcom (the "Transferee"); (3) The Transferee has entered into a separate proxy agreement on the same date as this agreement in the capacity of a current shareholder of Baidu HR.

NOW THEREFORE, the parties agree as follows:

The Original Agreement shall be automatically terminated upon the date of this termination agreement.

[Signature Page Follows]

[No Text on this Page]

Robin Yanhong Li

/s/ Robin Yanhong Li

Party A: Baidu Online Network Technology (Beijing) Co., Ltd.

Authorized representative: Zhan Wang

Signature: /s/ Zhan Wang

Seal: (the seal of Baidu Online Network Technology (Beijing) Co., Ltd.)

LOAN AGREEMENT

This Loan Agreement (the "Agreement") is entered into on April 27, 2010 in Beijing by the following parties.

Party A: Baidu Online Network Technology (Beijing) Co., Ltd.

Registration Address: 12/F., Ideal International Plaza, No. 58 North-West 4th Ring, Haidian District, Beijing, PRC, 100080

Party B: Hu Cai

ID No.:

WHEREAS,

1. Party A is a wholly-owned foreign enterprise incorporated in the People's Republic of China (the "PRC"); and
2. Party B is a citizen of the PRC and a shareholder of Beijing BaiduPay Science and Technology Co., Ltd. (the "Company").

NOW THEREFORE, through friendly negotiations, the parties hereto agree as follows:

1. Party A agrees to provide an interest-free loan to Party B with an aggregate principal amount of RMB 9,000,000 in accordance with the terms and conditions set forth in this Agreement.

2. Party B confirms that he has received the total amount of the loan and has invested it into the Company as capital contribution.

3. The term of the loan starts from the date when Party B received the loan until ten (10) years after the execution of this Agreement and may be extended upon written agreement of the parties hereto. During the term of the loan or any extension thereof, Party A may notify Party B in writing that the loan under this Agreement is due and payable immediately and request Party B to repay the loan in the manner specified herein, if any of the following events occurs:

- (a) Party B resigns from or is dismissed by Party A or its affiliates;
- (b) Party B dies or becomes a person without capacity or with limited capacity for civil acts;
- (c) Party B commits a crime or is involved in a crime;
- (d) Any other third party claim of more than RMB100,000 against Party B; or

(e) Subject to PRC law, Party A or its designated person is permitted to invest in the business of value-added telecommunications services, such as Internet information services, as well as other businesses that the Company is engaged in, and Party A has given a written notice to the Company to exercise its purchase option in accordance with the exclusive equity purchase option agreement specified in Article 4 of this Agreement.

4. Both parties hereby agree and confirm that, subject to PRC law, Party A shall have the right, but not the obligation, to purchase, or designate other persons (including natural persons, legal persons or other entities) to purchase, at anytime all or part of the equity interests held by Party B in the Company (the "Option Right"), provided, however, that Party A shall notify Party B in writing of such purchase of equity interests. Once the written notice for exercising the Option Right is given by Party A, Party B shall, according to Party A's intention or instruction, transfer his equity interests in the Company to Party A or other persons designated by Party A at his original investment price (the "Original Investment Price") or, if otherwise specified by law, at an other price agreed upon by Party A. Both parties agree and confirm that, if at the time of Party A's exercise of the Option Right, the lowest price permitted under then applicable laws and regulations is higher than the Original Investment Price, the purchase price to be paid by Party A or its designated persons shall be the lowest price permitted by applicable law. Both parties agree to execute an Exclusive Equity Purchase Option Agreement (the "Option Agreement") in connection with the above matters.

5. Both parties hereby agree and confirm that Party B may repay the loan only in the following manner: when the loan is due, Party B or its successor or assign shall transfer the equity interests in the Company to Party A or its designated persons upon Party A's written request and to the extent permitted by PRC law and use the proceeds from such transfer to repay the loan.

6. Both parties hereby agree and confirm that, except as otherwise provided for herein, the loan under this Agreement is interest-free. However, if, at the time the loan is due and Party B needs to transfer his equity interests in the Company to Party A or its designated persons, the actual transfer price is higher than the loan principal due to legal requirements or other reasons, the amount in excess of the loan principal, to the extent permitted by law, shall be deemed as interests or capital utilization cost, which shall be repaid to Party A together with the loan principal.

7. Both parties hereby agree and confirm that Party B shall be deemed to have fully performed his obligations under this Agreement only if the following requirements are met:

(a) Party B has transferred all his equity interests in the Company to Party A and/or its designated persons; and

(b) Party B has paid the total proceeds from such transfer or the maximum amount (including principal and the highest loan interest permitted under then applicable law) allowed by applicable law as repayment of the loan to Party A.

8. To secure the performance of his obligations under this Agreement, Party B agrees to pledge all his equity interests in the Company to Party A (the "Equity Pledge"). Both parties agree to execute an Equity Pledge Agreement (the "Equity Pledge Agreement") in connection with the above matters.

9. Party A hereby represents and warrants to Party B that, as of the execution date of this Agreement:

(a) Party A is a wholly foreign-owned enterprise incorporated and validly existing under the laws of PRC;

(b) Party A has the authority to execute and perform this Agreement. The execution and performance of this Agreement by Party A comply with its business scope, articles of association and other organizational documents. Party A has obtained all necessary and appropriate approvals and authorizations for the execution and performance of this Agreement;

(c) The principal of the loan to Party B is legally owned by Party A;

(d) The execution and performance of this Agreement by Party A do not violate any laws, regulations, approvals, authorizations, notices, other governmental documents to which Party A is subject, any agreement signed by it with any third party or any undertaking made by it to any third party; and

(e) When executed by the parties hereto, this Agreement shall constitute the legal, valid and binding obligations of Party A.

10. Party B hereby represents and warrants to Party A that, from the execution date of this Agreement until this Agreement terminates:

(a) The Company is a limited liability company incorporated and validly existing under the laws of PRC and Party B is a legal holder of the equity interest of the Company;

(b) Party B has the authority to execute and perform this Agreement. The execution and performance of this Agreement by Party B comply with its business scope, articles of association and other organizational documents. Party B has obtained all necessary and appropriate approvals and authorizations for the execution and performance of this Agreement;

(c) The execution and performance of this Agreement by Party B do not violate any laws, regulations, approvals, authorizations, notices, other governmental documents to which Party B is subject, any agreement signed by Party B with any third party or any undertaking made by Party B to any third party;

(d) When executed by the parties hereto, this Agreement shall constitute the legal, valid and binding obligations of Party B;

(e) Party B has paid contribution in full for its equity interests in the Company in accordance with applicable laws and regulations;

(f) Except pursuant to the Equity Pledge Agreement and Option Agreement, Party B has not pledged or created any other security interest on, made any offer to any third party to transfer, accepted the offer of any third party to purchase, or executed any agreement with any third party to transfer, Party B's equity interests in the Company;

(g) There are no pending or threatened disputes, litigation, arbitration or other administrative proceedings or other legal proceedings in connection with the equity interests of the Company held by Party B; and

(h) The Company has completed all necessary governmental approval, license, registration and filing.

11. Party B covenants that it shall, during the term of this Agreement:

(a) not sell, transfer, pledge or dispose in any other manner of his equity or other interests in the Company, or allow the creation of other security interests thereon, without Party A's prior written consent, except for equity pledges or other rights created for the benefit of Party A;

(b) not vote for at shareholder's meetings of the Company or execute any shareholders' resolutions approving the sale, transfer, pledge, disposition in any other manner, or the creation of any other security interest on, any legal or beneficial interest in the equity of the Company without Party A's prior written consent, except to or for the benefit of Party A or its designated persons;

(c) not vote for at shareholder's meetings of the Company or execute any shareholders' resolutions approving the Company to merge or combine with, acquire or invest in any person without Party A's prior written consent;

(d) promptly inform Party A of any pending or threatened litigation, arbitration or regulatory proceeding concerning the equity interests of the Company;

(e) execute all necessary or appropriate documents, take all necessary or appropriate actions, bring all necessary or appropriate lawsuits or assert all necessary and appropriate defenses against all claims in order to maintain his equity interests of the Company;

(f) not commit any act or omission that may materially affect the assets, business and liabilities of the Company without Party A's prior written consent;

(g) appoint any person nominated by Party A to be the director of the Company;

(h) upon Party A's exercise of its Option Right, transfer promptly and unconditionally, all of Party B's equity interests in the Company to Party A or persons designated by Party A, if and to the extent permitted under the laws of PRC;

(i) not request the Company to distribute dividends or profits;

(j) once he has transferred his equity interests in the Company to Party A or its designated persons, promptly repay, subject to applicable laws, the proceeds received from such transfer in full, as the loan principal and loan interests or capital utilization cost allowed by law, to Party A; and

(k) comply strictly with the terms of this Agreement, and perform the obligations pursuant to this Agreement and not commit any act or omission that would affect the validity and enforceability of this Agreement.

12. Party B, as the shareholder of the Company, covenants that he shall cause the Company, during the term of this Agreement:

(a) not to supplement, amend or modify its articles of association, or to increase or decrease its registered capital, or to change its capital structure in any way without Party A's prior written consent;

(b) to maintain and operate its business and deal with matters prudently and effectively, in accordance with good financial and business rules and practices;

(c) not to sell, transfer, mortgage, dispose of in any other manner, or to create other security interest on, any of its assets, business or legal or beneficial right to its revenues without Party A's prior written consent;

(d) not to create, succeed to, guarantee or permit any liability, without the Party A's prior written consent, except (i) the liability arising from the ordinary course of business, but not arising through Party B; and (ii) the liability reported to and approved by Party A in writing;

(e) to operate persistently all the business in the ordinary course of business to maintain the value of its assets;

(f) not to execute any material contracts (for the purpose of this paragraph, a contract will be deemed material if the value of it exceeds RMB100,000), without Party A's prior written consent, other than those executed during the ordinary course of business;

(g) to provide information concerning all of its operation and financial affairs upon Party A's request;

(h) not to merge or combine with, acquire or invest in, any other person without Party A's prior written consent;

(i) not to issue dividends to shareholders in any form without Party A's prior written consent, provided, however, the Company shall promptly distribute all its distributable profits to each of its shareholders upon Party A's request;

(j) to inform promptly Party A of any pending or threatened suit, arbitration or regulatory proceeding concerning the assets, business or revenue of the Company;

(k) to execute all necessary or appropriate documents, take all necessary or appropriate actions, bring all necessary or appropriate lawsuits or assert all necessary and appropriate defenses against all claims in order to maintain the ownership of all its assets;

(l) to comply strictly with the terms of the Exclusive Technology Consulting and Service Agreement and other agreements between Party A and the Company, perform its obligations under aforesaid agreements, and not commit any act or omission that would affect the validity and enforceability of such agreements.

13. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assignees. Without prior written approval of Party A, Party B can not assign, pledge or otherwise transfer any right, benefit or obligation under this Agreement.

14. Party B agrees that Party A can assign its rights and duties under this Agreement to a third party when it deems necessary, in which case Party A only needs to give a written notice to Party B and no further consent of Party B is required.

15. The execution, validity, interpretation, performance, amendment, termination and resolution of disputes in connection with this Agreement shall be governed by the laws of the PRC.

16. Arbitration.

(a) Both parties shall strive to settle any dispute, conflict or claim arising from the interpretation or performance (including any issue relating to the existence, validity and termination of this Agreement) in connection with this Agreement through friendly consultation. In the event that no settlement can be reached within thirty (30) days following one party's requests for settlement, each party may submit such dispute to China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in accordance with its then applicable rules. The arbitration award shall be final and binding upon the parties.

(b) The seat of the arbitration shall be Beijing.

(c) The language for the arbitration proceedings shall be Chinese.

17. This Agreement shall be formed on the date of execution. Both parties hereto agree that the terms and conditions of this Agreement shall be effective as of the date on which Party B has obtained the loan and shall expire when both parties have fully performed their obligations under this Agreement.

18. Party B shall not terminate or revoke this Agreement under any circumstances unless (a) Party A commits a gross negligence, fraud or other material illegal acts; or (b) Party A is bankrupt.

19. This Agreement may not be amended or modified except with a written agreement reached by both parties. In the event that any matter is not covered herein, both parties may sign a written supplementary agreement. Any amendment, modification, supplement or annex to this Agreement shall form an integral part of this Agreement.

20. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matters hereof and supersedes all prior verbal discussions or written agreements between the parties with respect to subject matters hereof.

21. This Agreement is severable. If any clause of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall have no effect on the validity or enforceability of the remainder of this Agreement.

22. Each party shall keep confidential the information concerning the other party's business, operation, financial situation or other confidential information obtained under this Agreement or during the performance of this Agreement.

23. Any obligation arising from or becoming due under this Agreement prior to the expiration or early termination of this Agreement shall survive such expiration or early termination. Articles 15, 16 and 22 of this Agreement shall survive the termination of this Agreement.

24. This Agreement shall be executed in two originals, with each party holding one original. All originals shall have the same legal effect.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by himself, its legal representative or its duly authorized representative as of the date first written above.

[Signature Page]

Party A: Baidu Online Network Technology (Beijing) Co., Ltd.

Legal Representative/Authorized Representative: /s/ Authorized Signatory

Seal: [Baidu Online Network Technology (Beijing) Co., Ltd. Seal]

Party B: Hu Cai

Signature: /s/ HuCai

**Certification by the Principal Executive Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Robin Yanhong Li, certify that:

1. I have reviewed this annual report on Form 20-F of Baidu, Inc., as amended by this Amendment No. 1 on Form 20-F/A;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
- (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: September 6, 2012

By: /s/ Robin Yanhong Li

Name: Robin Yanhong Li

Title: Chief Executive Officer

**Certification by the Principal Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Jennifer Li, certify that:

1. I have reviewed this annual report on Form 20-F/A of Baidu, Inc., as amended by this Amendment No. 1 on Form 20-F/A;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f) and 15d-15(f)) for the company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent function):
- (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: September 6, 2012

By: /s/ Jennifer Li

Name: Jennifer Li

Title: Chief Financial Officer