

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of report (Date of earliest event reported): July 20, 2011

SEACHANGE INTERNATIONAL, INC.
(Exact Name of Registrant as Specified in its Charter)

DELAWARE
(State or Other Jurisdiction of Incorporation or
Organization)

0-21393
(Commission File Number)

04-3197974
(I.R.S. Employer Identification No.)

50 Nagog Park, Acton, MA
(Address of Principal Executive Offices)

01720
(Zip Code)

Registrant's telephone number including area code: (978) 897-0100

No change since last report
(Former Name or 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.

2011 Compensation and Incentive Plan

On July 20, 2011, the stockholders of SeaChange approved the adoption of SeaChange's 2011 Compensation and Incentive Plan (the "2011 Plan"), under which 2,800,000 shares of Common Stock were authorized for issuance to SeaChange directors, officers, employees and others eligible to receive awards under the 2011 Plan. For a description of the material features of the 2011 Plan, please refer to SeaChange's Definitive Proxy Statement on Schedule 14A for the Annual Meeting of the Stockholders held on July 20, 2011, a copy of which was filed with the Securities and Exchange Commission on May 31, 2011 (File No. 000-21393) and is incorporated herein by reference. The form of restricted stock unit agreement approved for awards of restricted stock units under the 2011 Plan is filed herewith as Exhibit 10.1.

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

(e) Compensatory Plans and Arrangements

2011 Compensation and Incentive Plan

The disclosure in Item 1.01 of this Form 8-K is incorporated by reference into this Item 5.02(e).

Compensation Awards

On March 30, 2011 and April 29, 2011, the Compensation Committee of the Board of Directors of SeaChange made grants of restricted stock units for Common Stock ("RSUs") and cash awards to certain executive officers of SeaChange, including awards pursuant to the fiscal 2011 performance-based executive compensation plans. All RSU awards were made contingent upon the adoption of the 2011 Plan by SeaChange's stockholders, which occurred on July 20, 2011, and provide for vesting over a three year period. As previously disclosed in SeaChange's proxy statement filed May 31, 2011, the awards made to SeaChange's named executive officers are as follows:

<i>Recipient Name</i>	<i>RSUs</i>
William C. Styslinger, III	161,694
Yvette Kanouff	55,879
Kevin M. Bisson	40,759
Ira Goldfarb	49,139
Anthony Kelly	36,879

In connection with these equity awards, SeaChange also established cash incentive awards in the amount of \$75,000 each for Ms. Kanouff and Messrs. Bisson and Goldfarb and \$100,000 for Mr. Kelly, payable upon the satisfaction of specified individual performance-based goals as of January 31, 2012.

Item 5.07 Submission of Matters to a Vote of Security Holders

The annual meeting of the stockholders of SeaChange was held on July 20, 2011, at which the stockholders voted on the following matters:

1. The election of three (3) members (Mary Palermo Cotton, Peter Feld and Raghu Rau) to SeaChange's Board of Directors, each to serve for a three-year term as a Class III Director;
2. The approval of the compensation of SeaChange's named executive officers through an advisory vote;
3. The approval of the frequency of further advisory votes on the compensation of SeaChange's named executive officers through an advisory vote;
4. The approval of SeaChange's 2011 Compensation and Incentive Plan; and
5. The ratification of the appointment of Grant Thornton LLP, SeaChange's independent registered public accounting firm.

Voting results were as follows:

	Votes For	Votes Withheld	Broker Non-votes
Election of Mary Palermo Cotton	21,706,821	867,539	5,577,969
Election of Peter Feld	21,793,814	780,546	5,577,969
Election of Raghu Rau	21,791,473	782,887	5,577,969

	Votes For	Votes Against	Abstained	Broker Non-votes
Advisory vote on the compensation of named executive officers	20,203,912	1,186,051	1,184,397	5,577,969
	1 Year	2 Years	3 Years	Abstained
Advisory vote on the frequency of the shareholder advisory vote on the compensation of named executive officers	18,394,130	297,370	3,871,336	11,524
	Votes For	Votes Against	Abstained	Broker Non-votes
Approval of 2011 Compensation and Incentive Plan	20,256,394	1,806,949	511,017	5,577,969
	Votes For	Votes Against	Abstained	
Ratification of appointment of independent registered public accounting firm	27,350,184	38,312	763,833	

Consistent with the stated preference of a majority of SeaChange's stockholders, the Board of Directors determined that it will hold an annual advisory vote on the compensation of the Company's named executive officers until the next required vote on the frequency of stockholder votes on compensation of named executive officers, which will occur no later than SeaChange's annual meeting of stockholders in 2017.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

The following Exhibit is filed as part of this report:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Restricted Stock Unit Agreement under the SeaChange International, Inc. 2011 Compensation and Incentive Plan.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

SEACHANGE INTERNATIONAL, INC.

By: /s/ Kevin M. Bisson
Kevin M. Bisson
Chief Financial Officer, Treasurer, Secretary and Senior Vice
President, Finance and Administration

Dated: July 20, 2011

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Restricted Stock Unit Agreement under the SeaChange International, Inc. 2011 Compensation and Incentive Plan.

SEACHANGE INTERNATIONAL, INC.

Restricted Stock Unit Agreement

SeaChange International, Inc., a Delaware corporation (the "Company"), hereby grants as of the award date below ("Award Date") to the person named below (the "Recipient"), and the Recipient hereby accepts, an award ("Award") of Restricted Stock Units ("RSU") that will vest as described in the Vesting Schedule, such Award to be subject to the terms and conditions specified in the attached Exhibit A.

Recipient Name: _____

Award Date: _____

Award Number: _____

Number of RSUs: _____

Vesting Schedule:

<u>Vesting Date</u>	<u>Number of RSUs</u>
_____	_____
_____	_____
_____	_____
_____	_____

By signing this Agreement, the Recipient acknowledges receipt of a copy of this Agreement and a copy of the Plan (as defined below) and the Prospectus related thereto.

This Agreement will be effective only upon execution by the Recipient and delivery of such signed Agreement to the Company.

IN WITNESS WHEREOF, the Company and the Recipient have caused this instrument to be executed as of the Award Date set forth above.

(Recipient Signature)

(Street Address)

(City/State/Zip Code)

SEACHANGE INTERNATIONAL, INC.

By: _____
Name:
Title:

Restricted Stock Unit Agreement
Terms and Conditions

1. **Award.** The Recipient is hereby granted an Award of RSUs, effective as of the date set forth on the cover page attached hereto (the "Award Date"), subject to the terms and condition set forth herein (collectively with the cover page, the "Agreement"), and subject to and governed by the Company's 2011 Compensation and Incentive Plan (the "Plan"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan. Each RSU represents the right to receive one share of the Company's Common Stock upon the satisfaction of terms and conditions set forth in this Agreement and the Plan. The Recipient shall have no rights as a stockholder, including dividend or voting rights, with respect to the RSUs.

2. **Vesting.** Except as set forth in Section 5 herein, the RSUs will remain restricted and may not be sold, assigned, exchanged, pledged or otherwise transferred by the Recipient until the RSUs have become vested pursuant to the terms of this Agreement. The RSUs will vest as provided on the cover page hereto. Each date on which a portion of the Award vests shall be referred to herein as a "Vesting Date."

3. **Distribution of the Award.** As soon as reasonably practicable following each Vesting Date, the Company will release the portion of the Award that has become vested as of such Vesting Date in the form of shares of the Company's Common Stock. The Company shall provide the Recipient with at least seven (7) days written notice prior to the Vesting Date; such notice to specify the amount that the Recipient is required to pay to satisfy any applicable withholding Taxes (as hereinafter defined). The Recipient may deposit with the Company an amount of cash equal to the amount determined by the Company, utilizing a tax rate determined by the Company in its reasonable discretion, to be required with respect to any withholding taxes, FICA contributions, or the like under any national, federal, state, local or other statute, ordinance, rule, or regulation in connection with the award or settlement of the restricted stock units (the "Taxes"). Alternatively, if the Company does not receive such amount from the Recipient at least two (2) days prior to the Vesting Date, the Company will withhold a number of shares (rounded up to the nearest whole share) of the Company's Common Stock with a market value determined as of the close of business on the Vesting Date) equal to the amount of such Taxes associated with the vesting or settlement of the Award; *provided, however,* that the Company shall not be liable for determining the exact number of shares.

4. **Termination of Relationship with the Company.** If the Recipient ceases to be employed by the Company or a Subsidiary, or to be a Director of the Company, for any reason, any portion of the Award that has not become vested on or prior to the date of such cessation shall thereupon be forfeited.

5. **Award Not Transferable.** The Award will not be assignable or transferable by the Recipient, except by will or the laws of descent and distribution.

6. **Transferability of Award Shares.** Until registered under the Securities Act of 1933, as amended, or any successor statute (the "Securities Act"), the shares of Common Stock represented by the RSUs will be of an illiquid nature and will be deemed to be "restricted securities" for purposes of the Securities Act. Accordingly, such shares must be sold in compliance with the registration requirements of the Securities Act or an exemption therefrom. The Company reserves the right to place restrictions required by law on any shares of the Company's Common Stock received by the Recipient pursuant to the Award.

7. **Conformity with the Plan.** The Award is intended to conform in all respects with, and is subject to applicable provisions of, the Plan. To the extent that any provision of this Agreement conflicts with the express terms of the Plan, it is hereby acknowledged and agreed that the terms of the Plan shall control and, if necessary, the applicable provisions of this Agreement shall be deemed to be amended so as to carry out the purpose and intent of the Plan. By the Recipient's acceptance of this Agreement, the Recipient agrees to be bound by all of the terms of this Agreement and the Plan. Notwithstanding any other provision of this Section 7, in the event that the provisions of this Agreement are subject to Section 409A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder ("Section 409A"), the provisions of this Agreement shall comply with, and shall be interpreted in a manner consistent with, Section 409A.

8. No Rights to Continued Employment. Nothing in this Agreement confers any right on the Recipient to continue as an employee or Director of the Company or a Subsidiary or affects in any way the right of any of the Company or a Subsidiary to terminate any such relationship of the Recipient.

9. Miscellaneous.

(a) Notices. All notices hereunder shall be in writing and shall be deemed given when sent by certified or registered mail, postage prepaid, return receipt requested, if to the Recipient, to the address set forth above or at the address shown on the records of the Company, and if to the Company, to the Company's principal executive offices, attention of the Corporate Secretary.

(b) Entire Agreement; Modification. This Agreement, together with the Plan, constitutes the entire agreement between the parties relative to the subject matter hereof, and supersedes all proposals, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. The Company may amend, suspend or terminate the Plan, this Agreement and the Award granted hereunder at any time; provided, however, that no such amendment, suspension or termination may materially impair any Award without the Recipient's written consent.

(c) Fractional Shares. If the shares under this Award become issuable for a fraction of a share because of the adjustment provisions contained in the Plan, such fraction shall be rounded down to the nearest whole share.

(d) Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision.

(e) Successors and Assigns. Except as provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, subject to the limitations set forth in Section 5 hereof.

(f) Governing Law. Participants and the Company agree to resolve issues that may arise out of or relate to the Plan or the same subject matter by binding arbitration in Boston, Massachusetts in accordance with the rules of the American Arbitration Association. The Plan and Award granted hereunder, including the Agreement, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflicts or choice of law rules or principles that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

(g) Data Protection Waiver. The Recipient understands and consent to the Company or its agents or independent contractors appointed to administer the Plan obtaining certain of the Recipient's personal employment information required for the effective administration of the Plan and that such information may be transmitted outside of the country of the Recipient's employment and/or residence. Information relating to the Recipient's participation under the Plan may constitute personal data that is subject to the Company's policies on protection and use of personal data.

(h) Clawback. This Award and any resulting payment or delivery of shares of the Company's Common Stock is subject to set-off, recoupment, or other recovery or "claw back" as required by applicable law or by a Company policy on the claw back of compensation, as amended from time to time.

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