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

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**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): December 8, 2005**

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**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.)

**124 Acton Street, Maynard, MA**  
(Address of Principal Executive Offices)

**01754**  
(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)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (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.**

On December 8, 2005, SeaChange International, Inc. adopted a policy that each of its non-employee directors would, on an annual basis, receive a grant of 10,000 restricted stock units (“Units”) pursuant to SeaChange’s 2005 Equity Compensation and Incentive Plan and an award of 10,000 Units was made to each of Messrs. Hoffmann, Olson and Vona and Ms. Cotton, SeaChange’s non-employee directors.

Also on December 8, 2005, SeaChange made awards of Units to the following of its executive officers:

<u>Name</u>	<u>Title or Position</u>	<u>Number of Units</u>
Steven Davi	Senior Vice President, Software Engineering	7,000
Ira Goldfarb	Senior Vice President, Sales	7,000
Yvette Kanouff	Senior Vice President of Strategic Planning and Business Development	7,000
Bruce Mann	Senior Vice President, Network Storage Engineering	7,000

Each Unit entitles the recipient to receive one share of SeaChange’s common stock, \$.01 par value per share. The Units will vest, and the underlying common stock will concurrently issue, ratably over three years on an annual basis, with the first tranche to vest December 1, 2006. The form of Restricted Stock Unit Agreement is attached hereto as Exhibit 10.1.

All Units are subject to forfeiture of the unvested portion if the recipient’s service relationship with SeaChange terminates. When the shares underlying the Units are issued, they will be fully vested and will not be subject to any restrictions, other than any applicable securities laws.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

The following Exhibit is furnished as part of this report:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Restricted Stock Unit Agreement

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**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/ William L. Fiedler  
William L. Fiedler  
Chief Financial Officer, Treasurer, Secretary  
and Senior Vice President, Finance and Administration

Dated: December 14, 2005

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**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Restricted Stock Unit Agreement

**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:	_____
Number of RSUs:	_____
Vesting Schedule:	_____

Vesting Date

Number of RSUs

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.

**SEACHANGE INTERNATIONAL, INC.**

\_\_\_\_\_  
(Recipient Signature)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City/State/Zip Code)

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 2005 Equity 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.

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; Dividend Equivalents.** 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 business day immediately preceding 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.

The Recipient shall have the right to receive dividend equivalent payments with respect to the Common Stock subject to the Award as provided in this paragraph. Upon each Vesting Date, Recipient shall be entitled to receive a dividend equivalent payment in respect of the shares of Common Stock covered by the Award that are not vested on the record date for each dividend payment, if any, made by the Company on its Common Stock for which the record date occurred (i) on or after the Award Date or the immediately preceding Vesting Date, as the case may be, and (ii) prior to the applicable Vesting Date, in an amount in cash equal to the amount of any dividend which otherwise would have been paid to the Recipient if such unvested shares had been issued for the benefit of the Recipient on the record dates for such dividend payments, subject to any applicable withholding for Taxes. Such dividend equivalent payments may be settled by the Company subject to such other conditions or terms that the Committee may establish. Except for dividend equivalent payments, the Recipient shall have no rights as a stockholder, including voting rights, with respect to the RSUs.

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.

[Remainder of Page Intentionally Left Blank]