

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): December 17, 2008

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))

Item 5.02(b).*Resignation of Director*

After fourteen years of service on the Board of Directors of SeaChange International, Inc. (“SeaChange”), on December 17, 2008, Martin R. Hoffmann tendered his resignation as a Director and retirement from the Board of Directors, effective as of January 31, 2009.

Item 5.02(e).*Amendments to Change-In-Control Agreements*

SeaChange entered into amendments, effective December 18, 2008 (the “Amendments”), to its Change-In-Control Severance Agreements previously entered into with each of Kevin Bisson, Steven Davi, Ira Goldfarb, Yvette Kanouff, Bruce Mann and William C. Styslinger, III. The Compensation and Stock Option Committee of the Board of Directors of the Company authorized the Amendments to facilitate compliance with Section 409A of the Internal Revenue Code of 1986, as amended, and the treasury regulations thereunder. Attached as Exhibit 10.1 is the form of Amendment to the Change-in-Control Severance Agreements previously entered into in 2004 with each of Messrs. Goldfarb, Mann and Styslinger. Attached as Exhibit 10.2 is the form of Amendment to the Change-in-Control Severance Agreements previously entered into in 2006 with each of Messrs. Bisson and Davi and Ms. Kanouff.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

The following Exhibits are furnished as part of this report:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment, dated as of December 18, 2008, to Change-in-Control Severance Agreements by and between SeaChange International, Inc. and each of Messrs. Goldfarb, Mann and Styslinger.
10.2	Amendment, dated as of December 18, 2008, to Change-in-Control Severance Agreements entered into by and between SeaChange International, Inc. and each of Messrs. Bisson and Davi and Ms. Kanouff.

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 C. Styslinger, III
William C. Styslinger, III
President and Chief Executive Officer

Dated: December 23, 2008

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment, dated as of December 18, 2008, to Change-in-Control Severance Agreements by and between SeaChange International, Inc. and each of Messrs. Goldfarb, Mann and Styslinger.
10.2	Amendment, dated as of December 18, 2008, to Change-in-Control Severance Agreements entered into by and between SeaChange International, Inc. and each of Messrs. Bisson and Davi and Ms. Kanouff.

FORM OF AMENDMENT TO CHANGE-IN-CONTROL SEVERANCE AGREEMENT

[Note to Draft: This is the Amendment for Goldfarb, Mann and Styslinger.]

THIS AMENDMENT, dated as of December 18, 2008, by and between SeaChange International, Inc., with its principal place of business at 50 Nagog Park, Acton, MA 01720 (the "Company") and _____ (the "Executive").

WHEREAS, the Company and the Executive have entered into a Change-In-Control Severance Agreement dated as of July 30, 2004 (the "Agreement");

WHEREAS, the Compensation and Stock Option Committee of the Board of Directors of the Company has authorized the amendment of such Agreement to comply with Section 409A of the Internal Revenue Code of 1986, as amended, and treasury regulations thereunder ("Section 409A");

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Executive agree as follows:

1. Paragraph (i) in the definition of "Change in Control" in Section 1 of the Agreement is deleted in its entirety and the following is substituted in its place:

"(i) the members of the Board at the beginning of any consecutive 12-calendar-month period (the "Incumbent Directors") cease for any reason other than due to death to constitute at least a majority of the members of the Board; provided that any director whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the members of the Board then still in office who were members of the Board at the beginning of such 12-calendar-month period, shall be deemed to be an Incumbent Director;"

2. The following is added as a new paragraph following Paragraph (iii) in the definition of "Change in Control" in Section 1 of the Agreement:

"Notwithstanding the foregoing, none of the foregoing event(s) shall constitute a Change in Control unless such event(s) constitute a "change in the ownership or effective control" or a change "in the ownership of a substantial portion of the assets," in each case within the meaning of Section 409A(a)(2)(A)(v) of the Code and any regulations and other guidance in effect from time to time thereunder including without limitation Notice 2005-1."

3. The following is added as new Section 2.4:

2.4 The Company and the Executive acknowledge and agree that the provisions for payments and benefits or reimbursements in Sections 2.2 and 3.1 of this Agreement (the "Deferred Compensation") may constitute a "nonqualified deferred compensation plan" that is subject to Section 409A. The Company and the Executive intend to administer the Deferred Compensation in a manner that at all times is either exempt from or complies in form and operation with the applicable limitations and standards of Section 409A. Therefore, notwithstanding anything else contained herein, the following limitations are expressly imposed with respect to the Deferred Compensation.

(a) The Executive's entitlement to receive or begin receiving payment of the Deferred Compensation is conditioned upon the Executive's separation from service. For this purpose, the Executive shall have separated from service if and only if his level of services to the Company and its affiliates decreases and is expected to remain at a level equal to twenty percent (20%) or less of the average level of services performed by the Executive during the immediately preceding 36-month period.

(b) If the Executive is a "specified employee" as defined in Section 409A with respect to the Company upon his separation from service, then any payment required hereunder, to the extent such payment would constitute deferred compensation for purposes of Section 409A that is payable on account of the Executive's separation from service, shall be deferred and shall not be paid to the Executive until the date that is the later of (1) the date such payment is due under the terms of this Agreement, or (2) 6 months and 1 day following the date of the Executive's separation from service.

(c) It is intended that each installment, if any, of the payments and benefits constituting Deferred Compensation shall be treated as a separate "payment" for purposes of Section 409A. Neither the Company nor the Executive shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A.

(d) All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A to the extent that such reimbursements or in-kind benefits are subject to Section 409A. All expenses or other reimbursements that are taxable income to the Executive shall in no event be paid later than the last day of the second taxable year following the taxable year in which the Executive separated from service. With regard to any provision herein for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year,

provided that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Internal Revenue Code solely because such expenses are subject to a limit related to the period the arrangement is in effect and such payments shall be made on or before the last day of the Executive's taxable year following the taxable year in which the expense was incurred.

4. In all other respects, the Agreement shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the day and year first set forth above.

SEACHANGE INTERNATIONAL, INC.

By: _____
Name:
Title:

[Name of Employee], Individually

FORM OF AMENDMENT TO CHANGE-IN-CONTROL SEVERANCE AGREEMENT

[Note to Draft: This is the Amendment for Bisson, Davi, Kanouff.]

THIS AMENDMENT, dated as of December 18, 2008, by and between SeaChange International, Inc., with its principal place of business at 50 Nagog Park, Acton, MA 01720 (the "Company") and _____ (the "Executive").

WHEREAS, the Company and the Executive have entered into a Change-In-Control Severance Agreement dated as of _____, 2006 (the "Agreement");

WHEREAS, the Compensation and Stock Option Committee of the Board of Directors of the Company has authorized the amendment of such Agreement to comply with Section 409A of the Internal Revenue Code of 1986, as amended, and treasury regulations thereunder ("Section 409A");

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Executive agree as follows:

1. The following is added as new Section 2.4:

2.4 The Company and the Executive acknowledge and agree that the provisions for payments and benefits or reimbursements in Sections 2.2 and 3.1 of this Agreement (the "Deferred Compensation") may constitute a "nonqualified deferred compensation plan" that is subject to Section 409A. The Company and the Executive intend to administer the Deferred Compensation in a manner that at all times is either exempt from or complies in form and operation with the applicable limitations and standards of Section 409A. Therefore, notwithstanding anything else contained herein, the following limitations are expressly imposed with respect to the Deferred Compensation.

(d) The Executive's entitlement to receive or begin receiving payment of the Deferred Compensation is conditioned upon the Executive's separation from service. For this purpose, the Executive shall have separated from service if and only if his level of services to the Company and its affiliates decreases and is expected to remain at a level equal to twenty percent (20%) or less of the average level of services performed by the Executive during the immediately preceding 36-month period.

(e) If the Executive is a "specified employee" as defined in Section 409A with respect to the Company upon his separation from service, then any payment required hereunder, to the extent such payment would constitute deferred compensation for purposes of Section 409A that is payable on account of the

Executive's separation from service, shall be deferred and shall not be paid to the Executive until the date that is the later of (1) the date such payment is due under the terms of this Agreement, or (2) 6 months and 1 day following the date of the Executive's separation from service.

(f) It is intended that each installment, if any, of the payments and benefits constituting Deferred Compensation shall be treated as a separate "payment" for purposes of Section 409A. Neither the Company nor the Executive shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A.

(d) All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A to the extent that such reimbursements or in-kind benefits are subject to Section 409A. All expenses or other reimbursements that are taxable income to the Executive shall in no event be paid later than the last day of the second taxable year following the taxable year in which the Executive separated from service. With regard to any provision herein for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year, provided that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Internal Revenue Code solely because such expenses are subject to a limit related to the period the arrangement is in effect and such payments shall be made on or before the last day of the Executive's taxable year following the taxable year in which the expense was incurred.

2. In all other respects, the Agreement shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the day and year first set forth above.

SEACHANGE INTERNATIONAL, INC.

By: _____
Name:
Title:

[Name of Employee], Individually