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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):

October 19, 2009

MKS Instruments, Inc.

(Exact name of registrant as specified in its charter)

Massachusetts

(State or other jurisdiction  
of incorporation)

000-23621

(Commission  
File Number)

04-2277512

(I.R.S. Employer  
Identification No.)

2 Tech Drive, Suite 201, Andover, Massachusetts

(Address of principal executive offices)

01810

(Zip Code)

Registrant's telephone number, including area code:

978-645-5500

Not Applicable

Former name or former address, if changed since last report

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

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

On October 19, 2009, MKS Instruments, Inc. (the "Company") terminated the August 25, 2008 and January 15, 2009 temporary reductions to the cash compensation payable to non-employee directors of the Corporation, and to the salaries of executives of the Corporation, effective as of July 1, 2009. The executive officer salary reinstatement was approved by the Company's Compensation Committee, and the non-employee director cash compensation reinstatement was approved by the Company's Compensation Committee and Board of Directors. The reinstated cash compensation and salary amounts are set forth in the exhibits attached to this Report.

On October 19, 2009, the Company's Compensation Committee approved amendments to the employment agreements for Leo Berlinghieri, the Company's Chief Executive Officer and President and Gerald Colella, the Company's Vice President, Chief Business Officer and Acting Group Vice President, Power and Reactive Gas Products, to provide for retire e medical benefits. The amendments to the employment agreements are set forth in the exhibits attached to this Report.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

99.1 Salaries of Named Executive Officers

99.2 Cash Compensation to Non-Employee Directors

99.3 Amendment, dated October 19, 2009 to Employment Agreement between the Company and Leo Berlinghieri, dated July 1, 2005, as amended on November 13, 2007 and November 10, 2008

99.4 Amendment, dated October 19, 2009 to Employment Agreement between the Company and Gerald Colella, dated April 25, 2005, as amended on November 10, 2008

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**SIGNATURES**

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

MKS Instruments, Inc.

October 22, 2009

By: *Ronald C. Weigner*

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*Name: Ronald C. Weigner  
Title: VP, CFO & Treasurer*

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## Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
99.1	Salaries of Named Executive Officers
99.2	Cash Compensation to Non-Employee Directors
99.3	Amendment, dated October 19, 2009 to Employment Agreement between the Company and Leo Berlinghieri, dated July 1, 2005, as amended on November 13, 2007 and November 10, 2008
99.4	Amendment, dated October 19, 2009 to Employment Agreement between the Company and Gerald Colella, dated April 25, 2005, as amended on November 10, 2008

**Summary of Compensatory Arrangements with Executive Officers**

<b>Executive Officer</b>	<b>Annual Salary</b>
Leo Berlinghieri, Chief Executive Officer and President	\$530,000
Gerald G. Colella, Vice President, Chief Business Officer and Acting Group VP, PRG Products	\$365,000
John T.C. Lee, Group VP CIT Products	\$275,000
John A. Smith, Vice President and Chief Technology Officer	\$295,000
William D. Stewart, Vice President & General Manager, Vacuum Products and PFM&C Products	\$260,000
Ronald C. Weigner, Vice President, Chief Financial Officer and Treasurer	\$275,000

**MKS Instruments, Inc.**  
**Director and Committee Member Compensation**

		<b>Annual Retainer</b>	<b>Attendance Fee per Meeting</b>
Chairman		\$75,000	\$2,000
Board Member		\$32,000	\$2,000
Lead Director		\$16,000	\$ 0
Audit Committee	Chair	\$12,000	\$1,500
	Member	\$ 0	\$1,500
Compensation Committee	Chair	\$10,000	\$1,500
	Member	\$ 0	\$1,500
Nominating & Corporate Governance Committee	Chair	\$ 6,000	\$1,500
	Member	\$ 0	\$1,500

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment (the "Amendment") to Employment Agreement is made this 19 day of October 2009 by and between MKS Instruments, Inc., a Massachusetts corporation ("MKS"), and Leo Berlinghieri (the "Employee").

**RECITALS**

WHEREAS, MKS and the Employee have previously entered into an employment agreement dated July 1, 2005, as amended November 13, 2007, as amended November 10, 2008 (the "Employment Agreement");

WHEREAS, MKS and the Employee wish to add certain provisions to the Employment Agreement;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt whereof are hereby acknowledged, the parties agree as follows:

1. Addition of New Section. The following Section (g) shall be added to the end of Section 6 of the Employment Agreement:

(g) Retiree Medical Benefits

(i) Eligibility. The Employee's eligibility to receive the retiree medical benefits set forth hereunder (the "Retiree Medical Benefits") is contingent upon (a) the Employee's compliance with all of the material terms and conditions contained in this Employment Agreement, (b) the Employee's execution, upon termination of employment (except in the case of death), of a separation agreement that releases the Corporation from any liabilities that may have arisen from employment or termination of employment with the Corporation, and (c) the occurrence of any of the following:

- (A) the Employee retires from the Corporation when Employee is at least 62 years old, provided that, if Employee is under 65 at the time of such retirement, the terms of the benefits shall be subject to subsection 6(e)(iii) hereof; or
- (B) the Employee is terminated by the Corporation other than for "cause" or if Employee terminates his employment for Good Reason (as defined in Appendix A of this Employment Agreement within 3 years of a change in control (as defined in Appendix A of this Employment Agreement)); provided that if the Employee is eligible at any time to receive comparable medical benefits from any subsequent employer, then the Employee shall not be eligible to receive the Retiree Medical Benefits during the time that he is eligible to receive such benefits from a subsequent employer, but will be eligible to receive the Retiree Medical Benefits thereafter, or
- (C) prior to retirement, the Disability (which shall mean disability as defined in Section 216(i)(1) of the Social Security Act) or death of the Employee.

If the Employee meets the eligibility criteria described above, he shall be considered an "Eligible Employee" hereunder. The Spouse of the Eligible Employee ("Eligible Spouse") shall also receive Medical Retirement Benefits. The Employee shall not be eligible for Medical Retirement Benefits if the Employee is terminated by the Corporation for "cause".

(ii) Benefit Period and Types of Coverage. Eligible Employees and Eligible Spouses will each receive Retiree Medical Benefits for their respective lifetimes. During the 18 months immediately following termination of employment from the Corporation, Retiree Medical Benefits will be provided to the Eligible Employee and Eligible Spouse through the Corporation's COBRA medical plan. Thereafter, the Corporation shall purchase fully insured non-group medical plans for the Eligible Employee and Eligible Spouse. The insurance plans purchased for the Eligible Employee and/or Eligible Spouse who are less than 65 years old shall be a high benefit plan compared to the Corporation's group medical plan selected by the Employee immediately prior to the termination of employment. The insurance plans purchased for the Eligible Employee and/or Eligible Spouse who are 65 or more years old shall be Blue Cross/Blue Shield's Medex Gold or other comparable high benefit medical plan.

(iii) Cost. The Eligible Employee (or surviving Eligible Spouse) will be required to contribute a fixed annual amount of \$1,500 for each year that he (or surviving Eligible Spouse) remains eligible for Retiree Medical Benefits. In addition to such \$1,500, if the Employee became an Eligible Employee pursuant to Section (a)(i) above, then in addition to the \$1,500, the Employee (or surviving Eligible Spouse) shall be required to pay a portion of the expenses of the Retiree Medical Benefit as follows, based upon the age of the Eligible Employee:

Age of Employee	Percentage of Retiree Medical Benefit Costs to be paid by Employee (or surviving spouse) for Such Year
62	30%
63	20%
64	10%
65 or More	0%

In witness whereof, the parties have executed this Amendment as of the date first mentioned above.

MKS INSTRUMENTS, INC.  
/s/ Ronald C. Weigner

EMPLOYEE  
/s/ Leo Berlinghieri

By: Ronald C. Weigner

Leo Berlinghieri

Vice President & Chief Financial Officer



**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment (the "Amendment") to Employment Agreement is made this 19 day of October 2009 by and between MKS Instruments, Inc., a Massachusetts corporation ("MKS"), and Gerald G. Colella (the "Employee").

**RECITALS**

WHEREAS, MKS and the Employee have previously entered into an employment agreement dated April 25, 2005, as amended November 10, 2008 (the "Employment Agreement");

WHEREAS, MKS and the Employee wish to add certain provisions to the Employment Agreement;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt whereof are hereby acknowledged, the parties agree as follows:

1. Addition of New Section. The following Section (g) shall be added to the end of Section 6 of the Employment Agreement:

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- (A) the Employee retires from the Corporation when Employee is at least 62 years old, provided that, if Employee is under 65 at the time of such retirement, the terms of the benefits shall be subject to subsection 6(e)(iii) hereof; or
- (B) the Employee is terminated by the Corporation other than for "cause" or if Employee terminates his employment for Good Reason (as defined in Appendix A of this Employment Agreement within 3 years of a change in control (as defined in Appendix A of this Employment Agreement)); provided that if the Employee is eligible at any time to receive comparable medical benefits from any subsequent employer, then the Employee shall not be eligible to receive the Retiree Medical Benefits during the time that he is eligible to receive such benefits from a subsequent employer, but will be eligible to receive the Retiree Medical Benefits thereafter, or
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63	20%
64	10%
65 or More	0%

In witness whereof, the parties have executed this Amendment as of the date first mentioned above.

MKS INSTRUMENTS, INC.  
/s/ Leo Berlinghieri

EMPLOYEE  
/s/ Gerald G. Colella

By: Leo Berlinghieri

Gerald G. Colella

President & Chief Executive Officer