

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 1, 2009

FIDELITY NATIONAL INFORMATION SERVICES, INC.

(Exact name of Registrant as Specified in its Charter)

Georgia

(State or other Jurisdiction of
Incorporation or Organization)

001-16427

(Commission File
Number)

37-1490331

(IRS Employer
Identification No.)

601 Riverside Avenue
Jacksonville, Florida

(Address of principal executive offices)

32204

(Zip code)

Registrant's telephone number, including area code: (904) 854-5000

(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 (see General Instruction A.2.):

- 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.

(d) Amendments to Employment Agreements with Frank R. Martire and Michael D. Hayford.

The employment agreement, entered into as of March 31, 2009, by and between Fidelity National Information Services, Inc. (the "Company") and Frank R. Martire and the employment agreement, entered into as of March 31, 2009, by and between the Company and Michael D. Hayford (together, the "Agreements") were amended effective as of December 1, 2009 (the "Amendments") to eliminate the requirement that the Company provide the executives with gross up payments for any federal excise taxes under Section 280G of the Internal Revenue Code relating to any change in control that may occur after December 1, 2009. For any future change in control, the executives may elect to reduce payments to avoid the federal excise tax and if they elect not to do so, the executive will be responsible for payment of the excise tax.

This description of the Amendments is not complete and is qualified in its entirety by reference to the full text of the Amendments, filed as Exhibits 10.1 and 10.2 to this Current Report and incorporated herein by reference, the description of the Agreements (including the gross-up provisions) included in the Company's proxy statement/prospectus dated July 21, 2009 filed with the Securities and Exchange Commission (the "Commission") on July 22, 2009 and the full text of the Agreements filed with the Commission as Exhibits 10.1 and 10.2 to the Company's Form S-4 filed with the Commission on May 4, 2009. In the event of any conflict between this summary and the full text of the Agreements or the Amendments, the text of the Agreements or the Amendments, as applicable, shall control.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

Exhibit Number	Description
10.1	Amendment to the Employment Agreement by and between Fidelity National Information Services, Inc. and Frank R. Martire.
10.2	Amendment to the Employment Agreement by and between Fidelity National Information Services, Inc. and Michael D. Hayford.

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.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ Ronald D. Cook

Ronald D. Cook

Corporate Executive Vice President, Chief Legal
Officer and Corporate Secretary

Dated: December 3, 2009

EXHIBIT INDEX

Exhibit Number	Description
10.1	Amendment to the Employment Agreement by and between Fidelity National Information Services, Inc. and Frank R. Martire.
10.2	Amendment to the Employment Agreement by and between Fidelity National Information Services, Inc. and Michael D. Hayford.

**AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS AMENDMENT (the "Amendment") is effective as of December 1, 2009 and amends the March 31, 2009 Employment Agreement (the "Agreement") by and between **FIDELITY NATIONAL INFORMATION SERVICES, INC.**, a Georgia corporation (the "Company"), and **FRANK R. MARTIRE** (the "Employee") as follows:

1. Excise Taxes. Section 10 of the Agreement is replaced in its entirety with the following:

"Excise Taxes. If any payments or benefits paid or provided or to be paid or provided to Employee or for Employee's benefit pursuant to the terms of this Agreement or otherwise in connection with, or arising out of, employment with Company or its subsidiaries or the termination thereof (a "Payment" and, collectively, the "Payments") would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then Employee may elect for such Payments to be reduced to one dollar less than the amount that would constitute a "parachute payment" under Section 280G of the Code (the "Scaled Back Amount"). Any such election must be in writing and delivered to Company within thirty (30) days after the Date of Termination. If Employee does not elect to have Payments reduced to the Scaled Back Amount, Employee shall be responsible for payment of any Excise Tax resulting from the Payments and Employee shall not be entitled to a gross-up payment under this Agreement or any other for such Excise Tax. If the Payments are to be reduced, they shall be reduced in the following order of priority: (i) first from cash compensation, (ii) next from equity compensation, then (iii) pro-rated among all remaining Payments and benefits. Within each such priority category, payments shall be reduced on a last to be paid, first reduced basis, provided that if there is a question as to which Payments within any of the foregoing categories are to be reduced first, the Payments that will produce the greatest present value reduction in the Payments with the least reduction in economic value provided to Employee shall be reduced first. Notwithstanding the order of priority of reduction set forth above, the Employee may include in the Employee's election for a Scaled Back Amount a change to the order of such Payment reduction. The Company shall follow such revised reduction order, if and only if, the Company, in its sole judgment, determined such change does not violate the provisions of Code Section 409A."

2. Exception to the Amendment. Notwithstanding anything in this Amendment to the contrary, this Amendment shall not apply, and Section 10 of the Agreement as in effect before this Amendment shall continue to apply, to any rights with respect to payments or gross ups previously paid, due or to be due the Employee under the Agreement as in effect before the Amendment or any other agreement or arrangement governing the Employee, to the extent (a) the Employee is subject to the Excise Tax related to "parachute payments" (within the meaning of Section 280G of the Code) and (b) such parachute payments are "contingent on" (within the meaning of Section 280G of the Code) the transactions contemplated by the Merger Agreement.

3. Definitions and Conflicts. All terms not specifically defined in this Amendment shall have the same meaning as in the Agreement. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment shall control.

IN WITNESS WHEREOF the parties have executed this Amendment to be effective as of the date first set forth above.

FIDELITY NATIONAL INFORMATION
SERVICES, INC.

/s/ Ronald D. Cook

Ronald D. Cook
Corporate Executive Vice President, Chief Legal
Officer and Corporate Secretary

FRANK R. MARTIRE

/s/ Frank R. Martire

**AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS AMENDMENT (the "Amendment") is effective as of December 1, 2009 and amends the March 31, 2009 Employment Agreement (the "Agreement") by and between **FIDELITY NATIONAL INFORMATION SERVICES, INC.**, a Georgia corporation (the "Company"), and **MICHAEL D. HAYFORD** (the "Employee") as follows:

1. **Excise Taxes.** Section 10 of the Agreement is replaced in its entirety with the following:

"**Excise Taxes.** If any payments or benefits paid or provided or to be paid or provided to Employee or for Employee's benefit pursuant to the terms of this Agreement or otherwise in connection with, or arising out of, employment with Company or its subsidiaries or the termination thereof (a "Payment" and, collectively, the "Payments") would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then Employee may elect for such Payments to be reduced to one dollar less than the amount that would constitute a "parachute payment" under Section 280G of the Code (the "Scaled Back Amount"). Any such election must be in writing and delivered to Company within thirty (30) days after the Date of Termination. If Employee does not elect to have Payments reduced to the Scaled Back Amount, Employee shall be responsible for payment of any Excise Tax resulting from the Payments and Employee shall not be entitled to a gross-up payment under this Agreement or any other for such Excise Tax. If the Payments are to be reduced, they shall be reduced in the following order of priority: (i) first from cash compensation, (ii) next from equity compensation, then (iii) pro-rated among all remaining Payments and benefits. Within each such priority category, payments shall be reduced on a last to be paid, first reduced basis; provided that if there is a question as to which Payments within any of the foregoing categories are to be reduced first, the Payments that will produce the greatest present value reduction in the Payments with the least reduction in economic value provided to Employee shall be reduced first. Notwithstanding the order of priority of reduction set forth above, the Employee may include in the Employee's election for a Scaled Back Amount a change to the order of such Payment reduction. The Company shall follow such revised reduction order, if and only if, the Company, in its sole judgment, determined such change does not violate the provisions of Code Section 409A."

2. **Exception to the Amendment.** Notwithstanding anything in this Amendment to the contrary, this Amendment shall not apply, and Section 10 of the Agreement as in effect before this Amendment shall continue to apply, to any rights with respect to payments or gross ups previously paid, due or to be due the Employee under the Agreement as in effect before the Amendment or any other agreement or arrangement governing the Employee, to the extent (a) the Employee is subject to the Excise Tax related to "parachute payments" (within the meaning of Section 280G of the Code) and (b) such parachute payments are "contingent on" (within the meaning of Section 280G of the Code) the transactions contemplated by the Merger Agreement.

3. **Definitions and Conflicts.** All terms not specifically defined in this Amendment shall have the same meaning as in the Agreement. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment shall control.

IN WITNESS WHEREOF the parties have executed this Amendment to be effective as of the date first set forth above.

FIDELITY NATIONAL INFORMATION SERVICES,
INC.

/s/ Ronald D. Cook

Ronald D. Cook
Corporate Executive Vice President, Chief Legal Officer
and Corporate Secretary

MICHAEL D. HAYFORD

/s/ Michael D. Hayford