

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): November 18, 2008

Fiserv, Inc.

(Exact Name of Registrant as Specified in Charter)

Wisconsin
(State or Other Jurisdiction
of Incorporation)

0-14948
(Commission File Number)

39-1506125
(IRS Employer
Identification No.)

255 Fiserv Drive, Brookfield, Wisconsin 53045
(Address of Principal Executive Offices, Including Zip Code)

(262) 879-5000
(Registrant's telephone number, including area code)

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))

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

Fiserv, Inc. Stock Option and Restricted Stock Plan

On November 18, 2008, the Compensation Committee of the Board of Directors (the “Committee”) of Fiserv, Inc. (the “Company”) approved an Amendment (the “Plan Amendment”) to the Fiserv, Inc. Stock Option and Restricted Stock Plan (the “Plan”) and a form of option agreement amendment for awards made thereunder (the “Stock Option Agreement Amendment”) to comply with Section 409A of the Internal Revenue Code of 1986, as amended (“Section 409A”). Although awards are no longer made under the Plan, the Committee approved the Plan Amendment and Stock Option Agreement Amendment to ensure that currently outstanding awards under the Plan are exempt from Section 409A. Messrs. Yabuki, Hirsch, Neill and Warsop, each of whom is a named executive officer, have outstanding awards under the Plan. The Plan Amendment clarifies that stock options issued under the Plan will not be repriced, replaced or regranted through cancellation or by lowering the exercise price of a previously granted stock option, except in connection with an adjustment event such as a stock split or in connection with a cancellation and re-grant approved by the Company’s shareholders in advance. In addition, to ensure Section 409A compliance, the Stock Option Agreement Amendment provides that in the event of a change in control of the Company, a stock option may be cashed out for an amount equal to the difference between the highest price paid in a bona fide change in control transaction and the exercise price of the stock option.

The foregoing summary is qualified in its entirety by reference to the Plan Amendment and Stock Option Agreement Amendment filed as Exhibit 10.1 and Exhibit 10.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment to Fiserv, Inc. Stock Option and Restricted Stock Plan
10.2	Form of Amendment to Stock Option Agreement

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.

Date: November 24, 2008

FISERV, INC.

By: /s/ Thomas J. Hirsch
Thomas J. Hirsch
Executive Vice President,
Chief Financial Officer,
Treasurer and Assistant Secretary

EXHIBIT INDEX

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10.1	Amendment to Fiserv, Inc. Stock Option and Restricted Stock Plan
10.2	Form of Amendment to Stock Option Agreement

Amendment to Fiserv, Inc. Stock Option and Restricted Stock Plan

The Fiserv, Inc. Stock Option and Restricted Stock Plan (as amended and restated as of February 16, 2005) (the "Plan") is hereby amended as follows (capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Plan):

1. Section 6.7 of the Plan is hereby restated in its entirety to read as follows:

Options issued under this Plan will not be repriced, replaced or regranted through cancellation or by lowering the option price of a previously granted option, except (a) as permitted by Section 9; or (b) with prior approval of the Company's shareholders, but only in connection with a transaction which is considered the grant of a new Option for purposes of Section 409A of the Code, and provided that the new option price is not less than the Fair Market Value of a Share on the new grant date.

2. Except as aforesaid, the Plan shall remain in full force and effect.

Form of Amendment to Stock Option Agreement

This Amendment to Stock Option Agreement (this “Amendment”) by and between Fiserv, Inc. (the “Company”) and option holder (“Optionee”), is effective as of [], 2008.

WHEREAS, Optionee and the Company have previously entered into one or more stock option agreements (collectively, the “Option Agreements”);

WHEREAS, the Company and the Optionee desire to amend the Option Agreements to ensure that the Option Agreements comply with the exemption from Section 409A of the Internal Revenue Code of 1986, as amended; and

WHEREAS, it is the intent of the parties that this Amendment shall apply to all Option Agreements held by Optionee which contain the provision described below.

NOW, THEREFORE, the parties agree as follows:

1. The sentence in the Option Agreements in Section 1(a) below is hereby replaced by the sentence in Section 1(b) below.
 - (a) The “Change of Control Price” shall mean the highest price per share paid in any transaction reported on the NASDAQ, or paid or offered in any bona fide transaction related to a Change of Control, at any time during the 60-day period immediately preceding the occurrence of the Change of Control, in each case as determined by the Committee.
 - (b) The “Change in Control Price” shall mean the highest price per share paid in any transaction reported on the NASDAQ, or paid in any bona fide transaction related to a Change in Control, in each case as determined by the Committee.
2. Except as aforesaid, the Option Agreements shall remain in full force and effect.