

**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): December 30, 2009

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.

Amendment to Employment Agreement with Jeffery W. Yabuki

On December 30, 2009, Fiserv, Inc. (the “Company”) entered into Amendment No. 2 to the Amended and Restated Employment Agreement (the “Amendment”) with Jeffery W. Yabuki in response to recent guidance by the Internal Revenue Service regarding the deductibility of compensation under Section 162(m) of the Internal Revenue Code. The purpose of the Amendment is to ensure that the Company can deduct for tax purposes bonuses payable to Mr. Yabuki pursuant to the Company’s 2007 Omnibus Incentive Plan under Section 162(m). The Amendment does not increase the amounts payable to Mr. Yabuki upon a covered termination. Prior to the Amendment and upon a covered termination, Mr. Yabuki’s Employment Agreement provided that he is entitled to a payment equal to two times base salary and target bonus (which is at least 125% of base salary). After the Amendment and upon a covered termination, Mr. Yabuki’s Employment Agreement provides that he is entitled to a lump sum payment equal to four and one-half times his then current base salary.

This summary of the Amendment is qualified in its entirety by reference to Amendment No. 2 to the Amended and Restated Employment Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

Exhibits

The following exhibits are being filed herewith:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 2 to the Amended and Restated Employment Agreement, effective December 30, 2009, between Fiserv, Inc. and Jeffery W. Yabuki.

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.

FISERV, INC.

Date: December 30, 2009

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

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 2 to the Amended and Restated Employment Agreement, effective December 30, 2009, between Fiserv, Inc. and Jeffery W. Yabuki.

AMENDMENT NO. 2 TO THE AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDMENT to the Amended and Restated Employment Agreement is made effective this 30th day of December 2009, by and between Fiserv, Inc., a Wisconsin Corporation (the "Company"), and Jeffery W. Yabuki (the "Executive").

WHEREAS, the Executive and the Company entered into an Amended and Restated Employment Agreement effective as of December 22, 2008 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to comply with the requirements of Section 162(m) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. Effective on the date hereof, Section 6.3.5(b) of the Agreement is amended to read in its entirety as follows:

subject to the Executive's execution of a Separation Agreement and Release of all claims related to the Executive's employment or the termination thereof, in the form annexed hereto, other than any modifications which may be required to effectuate such release based upon any changes in law or Company practice: (i) a lump sum payment in an amount equal to four and one-half times the Executive's then current annual base salary (the "Termination Payment"); (ii) full vesting of all equity and long-term grants and awards, as well as the right to exercise the stock options granted under Paragraph 3.3.1. for (2) two years, and all other stock options granted for not less than one (1) year, following the date of termination of his employment, but in no event longer than ten (10) years from the date of grant, or if earlier, the latest date the option could have been exercised had Executive remained in employment; (iii) reimbursement by the Company to the Executive for any expenses incurred by the Executive for payment of COBRA premiums or other health insurance premiums for two (2) years following the date of termination of his employment, or until the Executive obtains health care coverage through subsequent employment, whichever is earlier; and

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

3. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date and year first above written.

Fiserv, Inc.

By: /s/ Charles W. Sprague
Name: Charles W. Sprague
Title: Executive Vice President

/s/ Jeffery W. Yabuki
Jeffery W. Yabuki