
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): June 30, 2009

NEWPARK RESOURCES, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-2960
(Commission
File Number)

72-1123385
(IRS Employer
Identification No.)

2700 Research Forest Drive, Suite 100
The Woodlands, TX
(Address of principal executive offices)

77381
(Zip Code)

Registrant's telephone number, including area code: **(281) 362-6800**

(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 240.13a-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 June 30, 2009, Newpark Resources, Inc. (the “Company”) entered into an Amendment to Employment Agreement (the “Amendment”) with William D. Moss, Vice President of the Company and President of Newpark Mats and Integrated Services (“NMIS”), amending his Employment Agreement dated June 2, 2008, as previously amended on April 23, 2009 (as amended, the “Employment Agreement”). The Amendment provides for changes in Mr. Moss’ position and related responsibilities (the “Employment Events”) resulting from the consolidation of NMIS with the Company’s Environmental Services business and further amends certain termination rights arising from the Employment Events.

The Amendment was effective June 30, 2009 and commencing on such date Mr. Moss shall no longer serve as the President of NMIS. The Company and Mr. Moss have agreed that Mr. Moss shall continue to serve as Vice President, Corporate Strategy and Development, of the Company pursuant to which he shall serve under the direction and supervision of the Chief Executive Officer of the Company and will perform such duties as may be assigned to Mr. Moss from time to time.

As a result of the Employment Events, Mr. Moss may exercise his right to terminate his employment for Good Reason pursuant to the provisions of the Employment Agreement. Mr. Moss has agreed that he shall not have the right to terminate his employment for Good Reason as a result of the Employment Events at any time prior to January 1, 2010. Mr. Moss will have twenty (20) days following January 1, 2010 to terminate his employment for Good Reason as a result of the Employment Events by providing written notice thereof to the Company. If Mr. Moss fails to provide timely written notice, Mr. Moss shall be deemed to have conclusively waived any right he may have under the Employment Agreement to terminate his employment for Good Reason as a result of the Employment Events. In consideration of the foregoing agreements by Mr. Moss, the Company has agreed that it shall not have the right to terminate Mr. Moss’ employment without Cause at any time prior to January 20, 2010.

The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Amendment, which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated in this Item 5.02 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|---|
| 10.1 | Amendment to Employment Agreement effective as of June 30, 2009 by and between Newpark Resources, Inc. and William D. Moss. |

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.

NEWPARK RESOURCES, INC.

Dated: July 6, 2009

By: /s/ James E. Braun

Name: James E. Braun

Title: Vice President and Chief Financial Officer

Exhibit Index

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|--------------------|---|
| 10.1 | Amendment to Employment Agreement effective as of June 30, 2009 by and between Newpark Resources, Inc. and William D. Moss. |

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT ("Amendment") is made and entered into effective as of June 30, 2009 (the "Effective Date"), by and between Newpark Resources, Inc., a Delaware corporation (the "Company"), and William D. Moss, an employee and executive officer of the Company ("Executive").

WHEREAS, the Company and the Executive have previously entered into that certain Employment Agreement dated June 2, 2008, as amended on April 23, 2009 (as amended, the "Employment Agreement"), setting forth the terms and conditions under which the Executive shall be employed by the Company and serve as the Vice President of the Company and the President of Newpark Mats and Integrated Services ("NMIS");

WHEREAS, pursuant to a consolidation of NMIS with the Company's Environmental Services business, the Executive will no longer serve as the President of NMIS ;

WHEREAS, as a result of the changes in the Executive's position and related responsibilities (the "Employment Events"), the Executive has a right to terminate his employment for Good Reason pursuant to Section 2.3 of the Employment Agreement; and

WHEREAS, the Company and the Executive desire to enter into this Amendment to set forth the parties' agreements concerning the Executive's continued employment by the Company and the parties' respective termination rights arising from the Employment Events.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, by good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Employment Agreement.

2. Change in Executive Position. Commencing as of the Effective Date, the Executive shall no longer serve as the President of NMIS. The Company desires to continue to retain the services of the Executive, and the Executive agrees to continue to serve, as Vice President, Corporate Strategy and Development, of the Company pursuant to which he will serve under the direction and supervision of the Chief Executive Office of the Company and shall perform such duties as assigned to the Executive from time to time.

3. Amendment to Termination Provisions. As a result of the Employment Events and the change in the Executive's position as described above, the parties have agreed to amend the Employment Agreement as follows:

(a) The Executive agrees that he shall not have the right to terminate his employment for Good Reason as a result of the Employment Events at any time prior to January 1, 2010. The Executive shall have the right to terminate his employment for Good Reason as a result of the Employment Events within the twenty (20) day period immediately following January 1, 2010 by providing written notice thereof to the Company. If the Executive fails to timely provide written notice of his termination of employment for Good Reason as a result of

the Employment Events within such twenty (20) day period, the Executive shall be deemed to have conclusively waived any right he may have under the Employment Agreement to terminate his employment for Good Reason as a result of the Employment Events.

(b) In consideration of the foregoing agreements by the Executive, the Company agrees that it shall not have the right to terminate the Executive's employment without Cause at any time prior to January 20, 2010.

(c) Except as otherwise provided herein, the Employment Agreement shall remain in full force and effect.

4. Miscellaneous.

(a) This Amendment may be executed in any number of counterparts with the same effect as if all the parties herein signed the same document. All counterparts shall be construed together and shall constitute one agreement.

(b) This Amendment shall be governed by and construed in accordance with the laws of the State of Texas for all purposes and in all respects, without regard to the conflict of law provisions of such state.

IN WITNESS WHEREOF, the parties have executed this Amendment to Employment Agreement on June 30, 2009, 2009 but effective for all purposes as of the Effective Date.

NEWPARK RESOURCES, INC.

By: /s/ Paul L. Howes

Name: Paul Howes

Title: President & CEO

/s/ William D. Moss

William D. Moss (Executive)