

**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 24, 2008**

**ASPEN TECHNOLOGY, INC.**

(Exact Name of Registrant as Specified in Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**0-24786**  
(Commission  
File Number)

**04-2739697**  
(IRS Employer  
Identification No.)

**200 Wheeler Road, Burlington, MA**  
(Address of Principal Executive Offices)

**01803**  
(Zip Code)

Registrant's telephone number, including area code: **(781) 221-6400**

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. below):

- 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.**

***Executive Annual Incentive Bonus Plan for Fiscal 2009***

On June 24, 2008, the compensation committee of our board of directors approved the Aspen Technology, Inc. Executive Annual Incentive Bonus Plan for our fiscal year ending June 30, 2009. The purpose of this plan is to motivate and reward performance resulting in the achievement of corporate and individual objectives. For fiscal 2009, the employees eligible under this plan include our chief executive officer and the Executive Vice President - Field Operations; the Chief Financial Officer; the Senior Vice President, Marketing; the Senior Vice President, Human Resources; the Senior Vice President, Research & Development; the Senior Vice President, Worldwide Customer Service & Training; the Senior Vice President, Strategy; the Senior Vice President and General Counsel; and such other executives as may be determined from time to time by our board of directors or its compensation committee.

Payments under this plan are based on a combination of the company's overall performance and the eligible executive's individual performance.

- We must achieve a target corporate operating income amount established by our board of directors. This criterion is weighted at 60% to 70% for purposes of determining each eligible executive's bonus. In order for any bonus to be payable to any executive under the plan, we must achieve at least 80% of the specified corporate operating income target.
- The eligible executive must achieve individual performance objectives approved by our chief executive officer or the compensation committee (in the case of our chief executive officer), and his individual performance will be assessed by the chief executive officer or by the compensation committee (in the case of the chief executive officer). These combined elements are weighted at 30% to 40%.

The relative weighting of these criteria for each eligible executive is set forth in the plan. No award will be payable to an executive under the plan if the executive's employment terminates prior to the payment date under the plan; provided that in the event the executive's employment terminates due to death, incapacity or retirement, then any award payable will be prorated.

A copy of the Aspen Technology, Inc. Executive Annual Incentive Bonus Plan for fiscal 2009 is included as Exhibit 99.1 to this Current Report on Form 8-K.

***Operations Executives Plan for Fiscal 2009***

On June 24, 2008, the compensation committee of our board of directors also approved the Aspen Technology, Inc. Operations Executives Plan for fiscal 2009. The purpose of this plan is to help communicate our business goals and to reward participants for achieving those goals. For fiscal 2009, the employees eligible under this plan include our regional operations executives for each region, and the Senior Vice President, Worldwide Sales Operations; the Senior Vice President, Worldwide Professional Services; and the Vice President, Pharmaceuticals.

Payments under this plan are based on two criteria:

- Corporate performance consists of two components: (a) our achievement of a target corporate operating income amount established by our board of directors (weighted at 20%) and (b) our chief executive officer's assessment of the executive's performance (weighted at 5%). In order for any bonus to be payable to any individual under the plan, we must achieve at least 80% of the corporate operating income target amount.

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- Regional performance consists of two components: (a) our achievement of regional operations profit-and-loss targets (weighted at 60%) and (b) our achievement of regional business unit profit-and-loss targets (weighted at 15%).

Except as set forth in the plan, no award will be payable to an executive under the plan if the executive's employment terminates prior to the payment date under the plan. A copy of the Aspen Technology, Inc. Operations Executives Plan for fiscal 2009 is included as Exhibit 99.2 to this Current Report on Form 8-K.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
99.1	Aspen Technology, Inc. Executive Annual Incentive Bonus Plan for Fiscal 2009.
99.2	Aspen Technology, Inc. Operations Executives Plan for Fiscal 2009.

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**SIGNATURE**

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.

**ASPEN TECHNOLOGY, INC.**

Date: June 30, 2008

By: /s/ Frederic G. Hammond  
Frederic G. Hammond  
Senior Vice President and  
General Counsel

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**Aspen Technology, Inc.**  
**Executive Annual Incentive Bonus Plan**  
**FY09**  
**For**  
**“ NAME “**

**I. Purpose**

The purpose of Aspen Technology’s (“Company”) Executive Annual Incentive Plan (the “Plan”) is to motivate and reward performance that results in the achievement of key Company objectives as well as individual objectives.

**II. Effective Date of Plan**

The Plan will operate on a fiscal year basis (“Plan Year”), and is effective from July 1, 2008 through June 30, 2009.

**III. Eligibility**

Eligibility is afforded to those employees:

- A. whose positions are determined by Aspen Technology to have significant impact on the operating results of the Company; and
- B. who have been employed by the Company for six months or more (pro-rated target awards for employment greater than six months and less than twelve months).

In FY09, the eligible positions include CEO, EVP-Field Operations, CFO, SVP Marketing, SVP HR, SVP R&D, SVP WW CS&T, SVP Strategy and SVP & General Counsel.

Eligibility for the Plan does not guarantee payment of an award. Payment is dependent upon performance. Further, eligibility does not guarantee continuation of employment. If employment terminates prior to the payment date, the award is forfeited unless death, incapacity, or retirement is the cause, in which case, the award would be prorated.

**IV. Target Award**

The Plan is based on the “Target Award” concept, which bases the award on a combination of the Company’s overall performance and your individual performance. In order to achieve the Target Award amount, the Company and the individual must achieve 100% of their pre-established objectives by the end of the Plan Year. The actual award paid to the participant, if any, for a given Plan Year will be based on a combination of the Company’s overall performance and the performance of the Individual, as adjusted for the overall level of bonus pool funding.

The Target Award for each position is the incentive award as defined when 100% of all Plan objectives are met and the Company attains the necessary level of performance to fund the bonus pool at 100%. Target Awards are determined by position title and level of responsibility.

**V. Components of Award**

For FY09, the Target Award will be based on a combination of the FY09 Corporate Operating Income Plan and specified individual MBO’s. The following summarizes the weighting for the various incentive components for FY09.

**FY09 Plan Components**

**CEO, EVP-Field Operations, CFO, SVP Marketing, SVP HR, SVP General Counsel and SVP Strategy**

	<b>Overall Bonus Weighting</b>	<b>On Target Metric</b>
Corporate Operating Income (COI) Target	70%	\$ TBD
MBO’s	25%	CEO/Compensation Committee
CEO Assessment	5%	CEO/Compensation Committee

**FY09 Plan Components**

**SVP R&D and SVP WW CS&T**

	<b>Overall Bonus Weighting</b>	<b>On Target Metric</b>
Corporate Operating Income (COI) Target	60%	\$ TBD
MBO’s	35%	CEO/Compensation Committee
CEO Assessment	5%	CEO/Compensation Committee

**A. Company Performance (Corporate Operating Income)**

“Company Performance” for Plan purposes is based on the accomplishment of one or more predetermined annual Company objectives, which will be selected each year based on their critical importance to the Company’s success. Company Performance for fiscal year 2009 will be measured based on the achievement of the FY09 Corporate Operating Income Plan. The achievement level will then correspond to a bonus plan funding/weighting percentage according to the following categories:

Actual Corporate Operating Income Achieved	Corporate Operating Income Performance (COI) Funding/Weighting
< 80% of Corp Operating Income Plan	0%
80% of Corp Operating Income Plan	50%
90% of Corp Operating Income Plan	75%
100% of Corp Operating Income Plan	100%
110% of Corp Operating Income Plan	110%
120% of Corp Operating Income Plan	130%
140% of Corp Operating Income Plan	150%
>=150% of Corp Operating Income Plan	175%

Awards for Company Performance will vary between 0% and 175% of target funding based on the FY09 COI achievement of 80% to 150% of COI Plan. This achievement level and corresponding funding level create the Company's bonus pool.

## B. Individual Performance (MBO & CEO Assessment)

Annual objectives for the individual performance (MBO's) will be developed by the Plan participant in coordination with the CEO or the Compensation Committee of the Board of Directors (in the case of the CEO). For fiscal year 2008, annual objectives will be comprised of select individual objectives. The CEO or the Compensation Committee of the Board of Directors (in the case of the CEO) must approve all MBO's.

A second level will be individual performance as assessed by the CEO or the Compensation Committee of the Board of Directors (in the case of the CEO) will be included in the Plan.

MBO Achievement	MBO Performance Multiplier
100% of MBO's accomplished	100%
Performance on MBO's does not meet expectations	0%

  

CEO Assessment	CEO Performance Multiplier
100% of CEO Assessment	100%
CEO assessment does not meet expectations	0%

Awards for individual performance will vary between 0% and 100% of target based on the achievement of specified MBO's and on individual assessment by CEO. Evaluation of the success in achieving the identified MBO's and the CEO Assessment and determining any subsequent payment will be at the sole discretion of the CEO or Compensation Committee of the Board of Directors (in case of the CEO). Any payments for these elements are dependent on AspenTech achieving at least 80% of COI goal which funds the MBO segment of the bonus.

Your MBO's for FY09 are identified in Appendix A.

## VI. Plan Funding

For fiscal year 2009, Plan funding will be based on the attainment of specified levels of Corporate Operating Income. Funding is contingent upon and proportional to the Company's attainment of required levels (minimum 80% performance) of Corporate Operating Income to fund the bonus pool. No incentive payment will be made for Corporate Operating Income achievement or MBO's if the Company does not attain a minimum of 80% of the Corporate Operating Income Target. The funded level as defined by COI performance is then distributed according to bonus weighting specified in Section V.

## VII. Bonus Calculation

A. Bonus calculation takes into account three components:

- Corporate Operating Income (COI) achievement and corresponding funding percentage (Section V. A.)
- Performance on the Corporate Operating Income (COI) metric, weighted 70% (or as defined in Section V. above);
- Performance on the MBO metric, weighted 25% and CEO Assessment, weighted at 5% (or as defined in Section V. above); and
- Target Bonus (\$) level (as defined in Appendix A)

B. The annual bonus potential is determined by a calculation of COI performance (see V.A.) times the annual bonus target:

$$\text{COI Performance (\% funding)} \times \text{Annual Target Bonus} = \text{Adjusted Bonus Potential (ABP)}$$

$$\text{Adjusted Bonus Potential} \times \text{COI Weighting} = \text{COI Target Bonus \$}$$

$$\text{Adjusted Bonus Potential} \times \text{MBO Weighting} = \text{MBO Target Bonus \$}$$

$$\text{Adjusted Bonus Potential} \times \text{CEO Assessment} = \text{CEO Target Bonus \$}$$

$$\text{COI Target Bonus \$} = \text{COI \$ To Be Paid}$$

**MBO Target Bonus \$ x MBO Performance Rating = MBO \$ To Be Paid**

**CEO Target Bonus \$ x CEO Assessment = CEO Assessment \$ To Be Paid**

**COI\$ + MBO\$ + CEO\$ = Total Bonus Earned**

C. Illustration

The following illustrations demonstrate sample calculations for determining potential bonus payments.

**Underperforming Bonus**

<b>Bonus Pool Calculation</b>	<b>Achievement</b>	<b>Bonus Pool</b>
Target Bonus Pool is \$100,000		\$100,000
Actual Corp Operating Income Performance vs Target	90%	
Corp Operating Income Performance Funding Multiplier (based on 90% achievement)	75%	\$(100,000 x 75%)
<b>Bonus Pool after COI</b>		<b>\$75,000</b>

<b>Allocation of Bonus Pool</b>	<b>Weighting</b>	<b>Bonus Pool</b>
Target Bonus Pool (as established above)	\$ 75,000	
Corp Operating Income Weighting	70%	\$ 52,500
MBO Weighting	25%	\$ 18,750
CEO Assessment	5%	\$ 3,750

<b>Calculation of COI and MBO for Payment</b>		<b>Bonus Payment</b>
Corporate Operating Income	(as defined above by pool)	\$ 52,500
MBO Performance Rating (Rating % x Pool)	90% Achievement	\$ 16,875
CEO Assessment (Rating % x Pool)	100% Achievement	\$ 3,750
<b>Final Bonus Earned</b>		<b>\$ 73,125</b>

**Overperforming Bonus**

<b>Bonus Pool Calculation</b>	<b>Achievement</b>	<b>Bonus Pool</b>
Target Bonus Pool is \$100,000		\$100,000
Actual Corp Operating Income Performance vs Target	120%	
Corp Operating Income Performance Funding Multiplier (based on 120% achievement)	130%	\$(100,000 x 130%)
<b>Bonus Pool after COI</b>		<b>\$130,000</b>

<b>Allocation of Bonus Pool</b>	<b>Weighting</b>	<b>Bonus Pool</b>
Target Bonus Pool (as established above)	\$ 130,000	
Corp Operating Income Weighting	70%	\$ 91,000
MBO Weighting	25%	\$ 25,000 capped
CEO Assessment	5%	\$ 5,000 capped

<b>Calculation of COI and MBO for Payment</b>		<b>Bonus Payment</b>
Corporate Operating Income	(as defined above by pool)	\$ 91,000
MBO Performance Rating (Rating % x Pool)	100% achievement	\$ 25,000
CEO Assessment (Rating% x Pool)	100% Achievement	\$ 5,000
<b>Final Bonus Earned</b>		<b>\$ 121,000</b>

**Note:** All Actual Plan awards will be adjusted up/down based on Company bonus pool funding levels.

**VIII. Administration**

Administration of this Plan will be the responsibility of the CEO or the Compensation Committee of the Board of Directors. Any interpretation of the terms, conditions, goals, or payments from this Plan required because of a dispute will be made solely by the CEO or the Compensation Committee of the Board of Directors after a full review of the facts, input from the affected parties, and with appreciation of the overall intent of the Plan and previous practices.

If any term or condition of this Plan is found to be in non-conformance with a given state or federal law (USA) or local legislation (International locations), that term or condition will be non-enforceable but will not negate other terms and conditions of the Plan. However, Aspen Technology, Inc., will review and modify the overall Plan to conform to such law.

Eligibility and participation in this Plan in no way implies or reflects any guarantee or contract of employment, except as may be stipulated by applicable local law.

Aspen Technology, Inc., reserves the right to amend, modify, or terminate this Plan and the procedures set forth herein at any time. Any change to the terms of the Plan will be made in writing by SVP of Human Resources to all Participants in as far in advance as possible of the effective date of such change, and will be subject to acceptance by the Participant. No change shall be retroactive from the date such change is announced.



**Appendix A**  
**FY09 Performance Objectives**

*To Be Completed by Employee and Manager. List your top 3 performance objectives for FY09.*

**Employee's Name:** \_\_\_\_\_ **Manager's Name:** \_\_\_\_\_ **Organization:** \_\_\_\_\_ **Date Prepared:** \_\_\_\_\_

**FY09 Compensation**      **Base Salary: \$** \_\_\_\_\_ **Bonus Target: \$** \_\_\_\_\_ **OTE: \$** \_\_\_\_\_

<b>Performance Objective:</b>	<b>Measures:</b> (Enter measures used to gauge progress).	<b>Target:</b> (Enter target for each measure).	<b>Activity:</b> (List necessary activities to achieve the Objective if applicable).	<b>Status/Progress:</b>
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Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CEO Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Aspen Technology, Inc.**  
**Operations Executives Plan**  
**FY09**  
**For**

**VIII. Purpose**

The objective of the Operations Executives Plan (the "Plan") is to help communicate business goals and to reward the Regional Operations and Global Executives for achieving those goals consistent with the short and long-term success of Aspen Technology, Inc. (the "Company").

**IX. Effective Date of Plan**

The Plan is effective from July 1, 2008 to June 30, 2009 and supersedes all plans and terms previously in effect. All references in this Plan to fiscal year or fiscal quarters are for fiscal year FY09.

**X. Eligibility**

In FY09 the Regional Operations Executives for each region, the SVP WW Sales Operations, the SVP WW Professional Services and VP, Pharmaceuticals are eligible to participate in this Plan. Eligibility for the Plan does not guarantee payment of an award. Payment is dependent upon performance. Further, eligibility does not guarantee continuation of employment. If employment terminates prior to the payment date, the award is forfeited unless death, incapacity, or retirement (age 60 years or older) is the cause, in which case, the award would be prorated.

Participants in this Plan are ineligible to participate in other incentive or bonus plans, except as provided to all employees generally.

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**XI. Plan Structure**

There are two elements to the Plan structure

A. Bonus Element – equivalent to 25% of target bonus

- Corporate Operating Income*	20.0%
- CEO Assessment	5.0%

B. Commission Element – equivalent to 75% of target bonus

- Regional Contribution Margin (Direct P&L)	60.0%
- Regional Operating Margin (Fully Loaded P&L)	15.0%

\*Income/Loss from Operations less Restructuring Charges, extraordinary legal costs, and loss/gain on sales and disposals of assets

**XII. Bonus Plan Funding and calculation**

A. The Bonus element of the plan begins funding upon achievement of 80% of the COI Target) for FY09. No payment will be made for performance below 80% of COI target. Payments will be made according to performance against target on a linear basis as highlighted in the table below:

Bonus Element	Employee Target Incentive	Goal Performance & Earned Bonus				
		79% Achievement of Goal	80% Achievement of Goal	100% Achievement Of Goal	120% Achievement of Goal	150% Achievement of Goal
COI	20%	0%	50%	100%	110%	125%
CEO Assess	5%	0%	Discretionary	100%	Discretionary	Discretionary

B. The Commission element begins funding on a dollar for dollar basis against Regional Contribution Margin (Direct P&L) and the Regional Operating Margin (Fully Loaded P&L target). See Appendix A. Payments will be made according to performance on a linear basis as highlighted in the table below:

Commission Element	Target Incentive	Goal Performance & Earned Bonus				
		10% Achievement of Annual Goal	50% Achievement of Annual Goal	100% Achievement of Annual Goal	120% Achievement of Annual Goal	150% Achievement of Annual Goal
Regional Contribution	60%	10%	50%	100%	120%	150%
Regional Operating	15%	10%	50%	100%	120%	150%

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**XIII. Payment of Plan**

The Bonus element of the plan will be measured and paid on an annual basis.

The Commission element will be measured and paid on a quarterly basis.

All payments under this Plan are subject to all applicable taxes and withholdings.

**XIV. Transition Issues and Guidelines for Special Circumstances**

A Participant in the Plan must be actively employed by the Company on the day of the bonus payment except as noted below:

The following are the guidelines for various circumstances and the corresponding treatment of bonus payments:

Circumstance	Bonus Payment
· Normal or early retirement (age 60 years or older)	· Prorate bonus
· Death or Disability	· Prorate bonus
Voluntary termination (prior to end of the bonus measurement period)	· No bonus paid
· Involuntary termination not for cause (prior to the end of the bonus measurement period)	· Possible Prorate bonus
· Involuntary termination for cause (prior to the end of the bonus measurement)	· No bonus paid
· Promotion	· Prorated based on time in position for each Plan

**XV. Administration**

Administration of this Plan will be the responsibility of the CEO or the Compensation Committee of the Board of Directors. Any interpretation of the terms, conditions, goals, or payments from this Plan required because of a dispute will be made solely by the CEO or the Compensation Committee of the Board of Directors after a full review of the facts, input from the affected parties, and with appreciation of the overall intent of the Plan and previous practices.

If any term or condition of this Plan is found to be in non-conformance with a given state or federal law (USA) or local legislation (International locations), that term or condition will be non-enforceable but will not negate other terms and conditions of the Plan. However, Aspen Technology, Inc., will review and modify the overall Plan to conform to such law.

Eligibility and participation in this Plan in no way implies or reflects any guarantee or contract of employment, except as may be stipulated by applicable local law. Aspen Technology, Inc., reserves the right to amend, modify, or terminate this Plan and the procedures set forth herein at any time. Any change to the terms of the Plan will be made in writing by SVP of Human Resources to all Participants in as far in advance as

possible of the effective date of such change, and will be subject to acceptance by the Participant. No change shall be retroactive from the date such change is announced.



**Appendix A  
FY09 Performance Objectives**

*To Be Completed by Employee and Manager. List your top 3-5 performance objectives for FY '09.*

<b>Employee's Name:</b>	<b>Manager's Name:</b>	<b>Organization:</b>	<b>Date Prepared:</b>
<b>FY09 Compensation Contribution Margin</b>	<b>Base Salary: \$</b>	<b>Bonus Target: \$</b>	<b>OTE: \$</b>
<b>Operating Margin</b>	<b>Q1:</b>	<b>Q2:</b>	<b>Q3:</b>
	<b>Q1:</b>	<b>Q2:</b>	<b>Q3:</b>
<b>Performance Objective:</b>	<b>Measures:</b> (Enter measures used to gauge progress).	<b>Target:</b> (Enter target for each measure).	<b>Activity:</b> (List necessary activities to achieve the Objective if applicable).
			<b>Status/Progress:</b>

<b>Employee Signature:</b> _____	<b>Date:</b> _____
<b>EVP Signature:</b> _____	<b>Date:</b> _____