

**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): **March 26, 2012 (March 7, 2012)**

**DELCATH SYSTEMS, INC.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or Other Jurisdiction  
of Incorporation)

001-16133  
(Commission File Number)

06-1245881  
(IRS Employer  
Identification Number)

810 Seventh Avenue, 35<sup>th</sup> Floor, New York, New York, 10019  
(Address of principal executive offices, including zip code)

(212) 489-2100  
(Registrant's telephone number, including area code)

NONE  
(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. 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))
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## Section 5 – Corporate Governance and Management

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

On March 26, 2012, Delcath Systems, Inc. (the “Company”) announced the appointment of Jennifer Simpson, Ph.D., M.S.N., C.R.N.P., as Executive Vice President, Global Marketing of the Company, effective March 23, 2012. Concurrent with, and effective as of Ms. Simpson’s start date, Agustin Gago, the Company’s current Executive Vice President, Global Sales and Marketing will serve as Executive Vice President, Global Sales.

Ms. Simpson, age 43, has an extensive background in pharmaceutical and oncology marketing. She most recently served, since 2011 as Vice President, Global Marketing, Oncology Brand Lead at ImClone Systems, Inc. (now part of Eli Lilly and Company) and from 2009 until 2011 as Vice President, Product Champion and Associate Vice President, Product Champion from 2008 to 2009. From 2002 to 2008 she was employed at Ortho Biotech, a biotech company focused on innovative solutions in immunology, oncology and nephrology, serving as Product Director, Oncology Therapeutics Marketing from 2006 to 2008.

In her role as Executive Vice President, Global Marketing, Ms. Simpson will receive an initial base salary of \$285,000 per year. Ms. Simpson will be paid a \$50,000 special one-time bonus, which is subject to forfeiture, on a pro-rata basis, if her employment is terminated for cause or she resigns prior to the first anniversary of her employment. On Ms. Simpson’s start date, she received 7,500 shares of restricted stock (“Restricted Stock”) and was granted a stock option to purchase 60,000 shares of common stock (“Stock Option”), pursuant to the Company’s 2009 Stock Incentive Plan, as amended. The Restricted Stock and Stock Option will vest in three equal installments on the first, second and third anniversary of the start date of her employment with the Company. Ms. Simpson will also be eligible to receive an annual cash incentive bonus pursuant to Delcath’s Annual Incentive Plan, with a target annual incentive opportunity of 40% of her base salary (pro-rated for the fiscal year ending December 31, 2012). Although Ms. Simpson’s employment is “at-will”, in the event the Company terminates Ms. Simpson’s employment other than for cause, she is entitled to a severance payment equal to her then annual base salary, payable over a period of 12-months, the continuation of group health coverage for a period of 12-months, plus payment of her annual incentive bonus earned for the immediately preceding completed calendar year (“Severance Benefits”), provided, that in order to receive the “Severance Benefits”, Ms. Simpson must execute a general release in favor of the Company.

In connection with her employment, Ms. Simpson also entered into the Company’s standard form of employee confidentiality and restrictive covenant agreement, pursuant to which, Ms. Simpson agreed: to an assignment of her inventions and discoveries to the Company; not to disclose or otherwise use the Company’s confidential information either during her employment with the Company or at any time after termination, except as permitted in the agreement; not to compete with the Company during the term of her employment and for a period of one year

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thereafter; and not to solicit the Company's customers or employees for a period of one year following termination of Ms. Simpson's employment with the Company.

The foregoing description of the terms of Ms. Simpson's employment with the Company is qualified in its entirety by reference to the employment offer letter between the Company and Ms. Simpson, dated March 7, 2012, and by reference to the form of employee confidentiality and restrictive covenant agreement previously filed in a Current Report on Form 8-K on September 28, 2011, the foregoing being attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein.

The Company issued a press release dated March 26, 2012 announcing the appointment of Ms. Simpson, a copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference herein.

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## Section 9 – Financial Statements and Exhibits

### Item 9.01. Financial Statements and Exhibits.

The following exhibit is filed herewith:

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
10.1	Employment Offer Letter between Delcath Systems, Inc. and Jennifer Simpson, Ph.D., M.S.N., C.R.N.P., dated March 7, 2012
99.1	Press Release of Delcath Systems, Inc., dated March 26, 2012

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## 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.

DELCATH SYSTEMS, INC.

Dated: March 26, 2012

By: /s/ Barbra C. Keck

Name: Barbra C. Keck

Title: Vice President, Controller

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## EXHIBIT INDEX

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March 7, 2012  
Jennifer Simpson, PhD  
765 Warren Street  
Westfield, New Jersey 07090

Re: **Employment Offer**

Dear Jennifer:

Delcath Systems, Inc. ("Delcath" or "Company") is pleased to offer you the position of Executive Vice President, Global Marketing at the New York, NY location of Delcath. This position reports directly to the President and Chief Executive Officer. Your start date is no later than March 26, 2012. This letter is written to confirm the details of our offer to you. The terms of your employment offer include the following:

1. Your initial rate of base salary will be paid at an annualized rate of \$285,000 per year. Your base salary will be reviewed periodically and may be increased or decreased. In the event you are awarded a merit increase in 2013, any such increase will be pro-rated to reflect your start date of employment. The base salary is intended to compensate you for all hours worked. Compensation and benefits are subject to applicable taxes, deductions, and withholdings
  2. You will also be eligible to earn an annual performance bonus based upon the achievement of annual performance goals according to the terms of the Company's annual incentive plan ("AIP"). Your annual incentive target bonus will be up to 40% of your gross annual base salary. You will be eligible to participate in the Company's AIP for 2012 and your bonus award, if any is earned, will be pro-rated for 2012 from your start date of employment.
  3. On your first day of employment with the Company, you will be granted a stock option to purchase 60,000 shares of the Company's common stock at a price per share equal to the closing price on the date of grant ("Option"). The Option will be granted under the 2009 Stock Incentive Plan ("2009 Plan") and shall be subject to the terms of the 2009 Plan and such further terms and conditions as set forth in a written stock option grant letter to be provided by the Company to you to evidence the Option. The Option will vest in three (3) equal installments (1/3 each) over a three (3) year period on the first, second and third anniversary of your employment start date with Delcath. The Option shall vest in full and become immediately exercisable in the event of a Change of Control ("COC") as defined in the 2009 Plan if the Option has not otherwise already expired or been terminated. The Option will be a non-qualified option and is not intended to qualify as an incentive stock option within the meaning of Section 422 of the Internal Revenue Code.
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4. On your first day of employment with the Company you will also be granted 7,500 shares of restricted stock (the "Restricted Stock Award"). The Restricted Stock Award will vest in three (3) equal installments (1/3 each) over a three (3) year period on the first, second and third anniversary of your employment start date with Delcath. The Restricted Stock Award shall be granted under the Company's 2009 Plan and shall be subject to the terms of the 2009 Plan and such further terms and conditions as set forth in a written restricted stock agreement to be provided by the Company to you to evidence the Restricted Stock Award under the 2009 Plan. The Restricted Stock Award shall vest in full in the event of a COC as defined in the 2009 Plan if the Restricted Stock Award has not otherwise already expired or terminated.
5. You will receive a Special One-Time Bonus of \$50,000 ("Special Bonus") payable within your first payroll cycle. If you are terminated for cause or resign prior to the first anniversary of your date of employment, you shall be obligated to return a pro rata portion of the Special Bonus to the Company based upon the number of days remaining until your first anniversary with the Company, divided by 365. (For example, if you resigned or were terminated for cause on your 300th day of employment, you would owe the Company  $65/365 \times \$50,000$ , or \$8,904.11.)
6. As of your first day of employment with Delcath, you will be eligible to earn four (4) weeks of paid vacation annually (which will accrue on a monthly basis), according to the terms of Delcath's vacation policy, provided that your vacation days will be pro-rated for the 2012 calendar year based upon your start date of employment with Delcath.
7. You will be entitled to participate in various Company benefit programs. Company benefits may be modified or terminated from time to time in the Company's sole discretion. At present, you will be eligible for the following Company benefits, subject to the terms and conditions of the applicable plans or policies:
  - i. Health and Dental insurance;
  - ii. Life, Accidental Death and Dismemberment, Short and Long Term Disability insurance;
  - iii. Participation in the Company's 401K retirement savings plan;
  - iv. Participation in the pre-tax transit program, if available;
  - v. Participation in a Flexible Spending Account.

In case of a conflict between any benefit described anywhere in this agreement and the applicable plan or policy, the terms of the applicable plan or policy will control.

8. Your employment will at all times be subject to Delcath's policies and procedures as in effect from time to time.
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9. The Company may terminate your employment at any time and for any or no reason, with or without cause or advance notice, by giving you written notice of such termination. Similarly, you may terminate your employment with the Company at any time, for any or no reason, upon fourteen (14) days written notice to the Company, during which time you shall provide reasonable transition assistance to the Company. Your employment with the Company will be as an employee "at will". As such, no written or verbal statement will be construed to create a real or implied contract of continued employment.
  10. Upon termination of your employment for any reason, all compensation and benefits will cease immediately (except as specifically provided in Section 11 below), and you will receive no additional payments from the Company other than your accrued base salary through your last day of work and accrued and unused vacation benefits earned through the date of your termination.
  11. If, and only if, the Company terminates your employment without "cause" (as defined in below), you will be entitled to the following:
    - a. severance payments equal to twelve (12) months of your annualized base salary ("Severance Payment"), paid in equal installments over the course of the 12-month period following your employment; provided, however, that in order to receive the Severance Payment and the other benefits described in Sections 11 b. and 11 c. below, you will be required to execute and not rescind a general release in favor of the Company in a form prepared by and acceptable to the Company. As used in this agreement, "cause" shall mean that one or more of the following has occurred: (1) you have committed a crime punishable as a felony; (2) you have engaged in fraud, dishonesty, gross negligence, or other misconduct, including but not limited to use of controlled substances; (3) you have failed to perform or uphold your responsibilities under this agreement or comply with reasonable directives of the Board; or (4) you have materially breached this agreement or any other agreement with the Company, including but not limited to the Confidentiality and Restrictive Covenant Agreement; (5) you have violated a written Company policy, including but not limited to violation of the Code of Ethics; or (6) you have engaged in conduct that reflects poorly upon you or the Company.
    - b. continuation of the group health, dental, vision, and prescription drug coverages in which you are enrolled at the time your employment terminates with the Company, pursuant to the continuation coverage requirements of the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); Company agrees to subsidize 100% of the COBRA premiums of such COBRA coverage until the twelve month anniversary of the date upon which your employment with the Company terminates, provided you are eligible for and elect such continuation coverage(s).
    - c. to the extent the date of your termination of employment occurs after the close of a calendar year but before the bonus payment date for
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such year, you shall be eligible to receive any annual incentive bonus award for the completed calendar year to the extent you have earned such award based upon the achievement of objectives in accordance with the terms and conditions of the Company's annual incentive plan.

12. This offer is a conditional offer contingent upon Delcath's completion of a satisfactory background check and drug screen by you. This offer is also conditioned upon your acceptance and agreement to the enclosed Confidentiality and Restrictive Covenant Agreement. Please sign both copies of the Confidentiality and Restrictive Covenant Agreement and return them to me for signature on behalf of Delcath.
13. On your first day, you will be required to complete the U.S. Government Eligibility form (Form I-9) and provide documents that verify your identity and employment eligibility. Enclosed is a copy of the documents that may be provided to establish your right to work in the United States.
14. This agreement is governed by and will be construed in accordance with the laws of the State of New York. The parties agree that any action relating to this agreement will be instituted and prosecuted exclusively in a federal or state court located in the State of New York, New York County. Delcath and you irrevocably consent to submit to the personal jurisdiction of the state and federal courts of New York and agree not to bring any action relating to this agreement in any other court.
15. When signed by you, this offer letter will become a legally binding agreement. This agreement (including the Confidentiality and Restrictive Covenant Agreement, the Stock Option grant letter and the Restricted Stock grant letter referred to above) contains the entire agreement relating to the subject matter hereof. No modification, discharge or waiver of this agreement will be binding on Delcath unless agreed to in writing signed by an officer of Delcath. This agreement automatically will inure to the benefit of Delcath, its successors and assigns.

We are pleased that you will be joining Delcath and are confident your skills and talents will become valued assets to our organization. If you agree with the terms outlined above, please sign below where indicated whereupon this letter will become a binding agreement. Please return the original to my attention by March 13, 2012, along with the two signed copies of the Employee Confidentiality and Restrictive Covenant Agreement.

We look forward to having you join our team.

Sincerely,

/s/ Peter Benoit

Peter Benoit  
Director, Human Resources

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## **DELCATH EXPANDS GLOBAL MARKETING TEAM WITH KEY PHARMA ONCOLOGY HIRE**

### **Jennifer Simpson Appointed Executive Vice President, Global Marketing**

NEW YORK, NY – March 26, 2012 – Delcath Systems, Inc. (NASDAQ: DCTH) today announced the appointment of Jennifer Simpson, Ph.D., M.S.N., C.R.N.P., to the position of Executive Vice President, Global Marketing. In this role, Ms. Simpson will be responsible for leading the Company's global product marketing, brand management and reimbursement programs in the European Union, United States and other key markets. Concurrent with this appointment, Agustin Gago, Delcath's Executive Vice President for Global Sales & Marketing since 2009, will assume the new role of Executive Vice President, Global Sales. Ms. Simpson and Mr. Gago will both report to Eamonn P. Hobbs, President and CEO of Delcath. Both appointments were effective as of March 23, 2012.

Ms. Simpson has an extensive background in pharmaceutical and oncology marketing, and has been responsible for global product development in the oncology sector. Prior to her appointment at Delcath, Ms. Simpson served as the Vice President, Global Marketing, Oncology Brand Lead at ImClone Systems, Inc. (a wholly- owned subsidiary of Eli Lilly and Company). In this role, she was responsible for all product commercialization activities and launch preparation for one of the late stage assets. While at ImClone, Ms. Simpson also held various positions of increasing responsibility including serving as the Vice President, Product Champion and the Associate Vice President, Product Champion.

Previously, Ms. Simpson held several leadership positions at Ortho Biotech (now Janssen Biotech), a Pennsylvania-based biotech company that focuses on innovative solutions in immunology, oncology and nephrology. Prior to her time at Ortho Biotech, Ms. Simpson spent over a decade as an oncology-nurse practitioner and educator.

"The appointment of Jennifer Simpson adds significant oncology expertise and leadership to our marketing team," said Mr. Hobbs. "Over the last year, we've made a concerted effort to build our talent base in order to drive the launch of our CHEMOSAT system. Jennifer's extensive experience in cancer treatment as a nurse, educator, marketer and strategic planner, combined with an intimate knowledge of the commercialization process makes her an ideal fit. We're confident that she will help us realize the full global market potential of CHEMOSAT."

"The planned transition of Mr. Gago to the position of Executive Vice President, Global Sales will allow him to fully devote his energies to the execution of our global

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commercial sales strategy. Through Mr. Gago's sales leadership, we are successfully implementing our launch plan for CHEMOSAT in the EU, and will continue to expand the opportunity for CHEMOSAT in new markets around the world."

### **About Delcath Systems**

Delcath Systems, Inc. is a specialty pharmaceutical and medical device company focused on oncology. Delcath's proprietary system for chemosaturation is designed to administer high dose chemotherapy and other therapeutic agents to diseased organs or regions of the body, while controlling the systemic exposure of those agents. The Company's initial focus is on the treatment of primary and metastatic liver cancers. In 2010, Delcath announced that its randomized Phase III clinical trial for patients with metastatic melanoma in the liver had successfully achieved the study's primary endpoint of extended hepatic progression-free survival. The Company also completed a multi-arm Phase II trial to treat other liver cancers. The Company obtained authorization to affix a CE Mark for the Delcath Hepatic CHEMOSAT® delivery system in April 2011. The right to affix the CE mark allows the Company to market and sell the CHEMOSAT system in Europe. The Company has not yet received FDA approval for commercial sale of its system in the United States. The Company continues with the preparation of its NDA submission and intends to seek FDA approval for commercial sale of its chemosaturation system with melphalan. For more information, please visit the Company's website at [www.delcath.com](http://www.delcath.com).

*The Private Securities Litigation Reform Act of 1995 provides a safe harbor for forward-looking statements made by the Company or on its behalf. This news release contains forward-looking statements, which are subject to certain risks and uncertainties that can cause actual results to differ materially from those described. Factors that may cause such differences include, but are not limited to, uncertainties relating to: the success of future marketing initiatives, patient outcomes from CHEMOSAT procedures, future initial launch and training agreements with other cancer centers in Europe, CE Marking for the Generation Two system and the timing of our commercial launch in Europe, the time required to build inventory and establish commercial operations in Europe, adoption, use and resulting sales, if any, for the Hepatic CHEMOSAT delivery system in the EEA, our ability to successfully commercialize the chemosaturation system and the potential of the chemosaturation system as a treatment for patients with terminal metastatic disease in the liver, acceptability of the Phase III clinical trial data by the FDA, our ability to address the issues raised in the Refusal to File letter received from the FDA and the timing of our re-submission of our NDA, re-submission and acceptance of the Company's NDA by the FDA, approval of the Company's NDA for the treatment of metastatic melanoma to the liver, adoption, use and resulting sales, if any, in the United States, approval of the current or future chemosaturation system for other indications, actions by the FDA or other foreign regulatory agencies, our ability to obtain reimbursement for the CHEMOSAT system, our ability to successfully enter into distribution and strategic partnership agreements in foreign markets and the corresponding revenue associated with such foreign markets, uncertainties relating to the results of research and development projects and future clinical trials, and uncertainties*

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*regarding our ability to obtain financial and other resources for any research, development and commercialization activities. These factors, and others, are discussed from time to time in our filings with the Securities and Exchange Commission. You should not place undue reliance on these forward-looking statements, which speak only as of the date they are made. We undertake no obligation to publicly update or revise these forward-looking statements to reflect events or circumstances after the date they are made.*

**Contact Information:**

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