
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): April 1, 2009

comScore, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation)

000-1158172

(Commission File Number)

54-1955550

(IRS Employer
Identification No.)

**11950 Democracy Drive
Suite 600**

Reston, Virginia 20190

(Address of principal executive offices, including zip code)

(703) 438-2000

(Registrant's telephone number, including area code)

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

Appointment of Chief Financial Officer

On April 20, 2009, comScore, Inc. (the "Company") issued a press release announcing that Kenneth J. Tarpey, age 56, has been hired as the Company's Chief Financial Officer ("CFO"), effective as of April 20, 2009. Mr. Tarpey will assume the role of the Company's principal financial officer and principal accounting officer. As previously announced by the Company in a Current Report on Form 8-K filed February 11, 2009, John M. Green, the Company's prior CFO, principal financial officer and principal accounting officer, will transition positions within the Company to serve as its Executive Vice President of Human Capital.

Prior to joining the Company, Mr. Tarpey was Executive Vice President, Chief Financial Officer and Chief Operating Officer of Objectvideo, Inc., a Reston, Virginia-based provider of video surveillance software, from 2003 until April 2009. From 2002 until 2003, Mr. Tarpey was Senior Vice President, Chief Financial Officer and Treasurer of Ai Metrix, Inc., a Herndon, Virginia-based provider of network optimization software. From 1997 until 2001, Mr. Tarpey was Executive Vice President and Chief Financial Officer of Proxicom, a NASDAQ-listed Internet business consulting and development company. Mr. Tarpey holds an M.B.A. from Babson College and a B.A. from College of the Holy Cross.

A copy of the press release announcing Mr. Tarpey's appointment is attached hereto as Exhibit 99.1.

Employment Offer Letter with Kenneth J. Tarpey

In connection with Mr. Tarpey's appointment as the Company's Chief Financial Officer, the Company entered into an Employment Offer Letter Agreement with Mr. Tarpey dated April 1, 2009 (the "Offer Letter"). Under the terms of the Offer Letter, as approved by the compensation committee (the "Compensation Committee") of the board of directors of the Company, Mr. Tarpey will be paid a base salary of \$300,000 per year. Mr. Tarpey will also be eligible for the Company's standard benefits programs.

Pursuant to the Offer Letter, Mr. Tarpey will also be eligible to participate in the Company's 2009 Executive Compensation Bonus Policy with a target restricted stock award level of 125% of his 2009 salary. The Company anticipates that this bonus restricted stock award, if awarded, will be made during the first quarter of 2010 based on Mr. Tarpey's actual performance. The Company further expects that one-quarter of the number of shares of the restricted stock award would vest immediately upon the grant date, and the remaining three-quarters of the shares of the restricted stock award would vest ratably over the three-year period following the grant date.

Also pursuant to the Offer Letter, the Compensation Committee has authorized the grant of 85,000 shares of restricted stock of the Company to Mr. Tarpey. Twenty-five percent (25%) of the number of shares of the restricted stock award shall vest on the anniversary of the grant date, and twenty-five percent (25%) of the number of shares of the restricted stock award would vest annually thereafter on the anniversary of the grant date until all such shares have vested on the fourth anniversary of the grant date. The vesting is subject to Mr. Tarpey's continued status as a service provider of the Company. In the event of a change in control of the Company, any restrictions as to the unvested portion of this grant of restricted stock will lapse.

The Offer Letter also provides that, in the event of his termination without cause (as such term is defined in the Offer Letter) and subject to certain conditions, Mr. Tarpey is entitled to receive a severance payment of six (6) months' base salary at the time of his termination. Additionally, in such event, the vesting restrictions on 50% of the total shares underlying his initial grant of restricted stock will lapse.

Mr. Tarpey has also entered into the Company's standard form of indemnification agreement (the "Indemnification Agreement"). Pursuant to the Indemnification Agreement, the Company agrees to indemnify Mr. Tarpey against certain liabilities that may arise by reason of his status or service as Chief Financial Officer of the Company and to advancement of his expenses incurred as a result of any proceeding as to which he may be indemnified. The Indemnification Agreement is intended to provide indemnification rights to the fullest extent permitted under applicable indemnification rights statutes in the State of Delaware and is in addition to any other

rights Mr. Tarpey may have under the Company's amended and restated certificate of incorporation, bylaws and applicable law.

A copy of the Offer Letter is attached hereto as Exhibit 10.1 and incorporated by reference herein. The form of the Indemnification Agreement was previously filed and is incorporated by reference herein as Exhibit 10.2.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Letter Agreement with Kenneth J. Tarpey, dated April 1, 2009
10.2*	Form of Indemnification Agreement for directors and executive officers
99.1	Press Release dated April 20, 2009, announcing the appointment of Kenneth J. Tarpey as Chief Financial Officer

* Incorporated by reference to Exhibit 10.1 to the Company's Registration Statement on Form S-1, filed March 30, 2007 (No. 333-141740).

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.

comScore, Inc.

By: /s/ Christiana L. Lin
Christiana L. Lin
General Counsel and Chief Privacy Officer

Date: April 20, 2009

EXHIBIT INDEX

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April 1, 2009

Mr. Kenneth J. Tarpey
1452 Mayhurst Blvd.
McLean, VA 22102

Dear Ken:

On behalf of comScore, Inc., I am pleased to offer you the position of **Chief Financial Officer** with an anticipated start date of **April 20, 2009**. We are confident that you will play a key role in comScore's continued success while helping us remain a leader in the provision of innovative and valuable marketing solutions.

In this position you will report to **Magid Abraham, Chief Executive Officer**, and will work from comScore's offices located in **Reston, VA**.

Your base salary will be **\$12,500.00** Semi-Monthly (equivalent to an annual salary of **\$300,000.00**), payable in accordance with comScore's standard payroll practice and subject to applicable payroll deductions and withholdings.

You will be awarded **85,000** restricted shares of comScore's common stock (the "Initial Restricted Stock Award") by comScore's Board of Directors (or Compensation Committee thereof) simultaneously with the execution hereof. The shares governed by the Initial Restricted Stock Award shall be subject to a right of repurchase over a 4 year period, which right will be waived in equal yearly installments, beginning on the start date of your employment provided above. In the event your employment with comScore ends before your shares of Initial Restricted Stock Award are fully vested, you will forfeit the unvested portion as of the date of your separation as provided in the applicable equity incentive agreement and plan issued to you with your award. Any Restricted Stock awarded by comScore will be governed by the comScore, Inc. 2007 Equity Incentive Plan and related agreement.

In addition, subject to approval by comScore's Board of Directors, during the Board meeting at which the approval of discretionary performance-based equity incentive awards is scheduled to take place in 2010, you will be eligible for restricted shares of comScore's common stock (a "Bonus Restricted Stock Award") with the value of up to **175%** of the salary earned during 2009. The allocation of such shares will be determined by goals set by the Compensation Committee of comScore's Board of Directors. 25% of the shares awarded will be made without restriction in the first calendar quarter of 2010, and the remaining 75% of the shares awarded will be subject to a right of repurchase, which will be waived in equal yearly installments over the next 3 years. In the event your employment with comScore ends before the restrictions on your Bonus Restricted Stock Award are lifted other than due to your termination without Cause by comScore as provided below, you will forfeit the restricted portion of your Bonus Restricted Stock Award as of the date of your separation as provided in the applicable equity incentive

Mr. Kenneth J. Tarpey
April 1, 2009
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agreement and plan issued to you with your award. Any Restricted Stock awarded by comScore will be governed by the comScore, Inc. 2007 Equity Incentive Plan and related agreement. Subject to approval by comScore's Board of Directors, the 2010 performance cash bonus and Bonus Restricted Stock Award targets for your position will revert back to 50% of salary earned and 100% of salary earned respectively, which we anticipated will be made in 2011.

In the event of a change in control (defined as an acquisition of at least 50% of the voting control of comScore, a sale or merger of comScore or the sale of substantially all of the assets of comScore), the right of repurchase restrictions on all Restricted Stock Awards made to you pursuant to this letter will lapse. comScore's Board of Directors has agreed that this same change of control vesting provision would apply to future equity grants to the individual holding the position of Chief Financial Officer, and the Company will issue future equity grants containing such provision, unless such approach is otherwise amended by comScore's Board of Directors.

In the event of a termination without Cause by comScore, you will be provided with a lump-sum severance payment of 6 months' base salary as then in effect, and the right of repurchase with respect to any Bonus Restricted Stock Award which have been granted to you prior to the date of such termination shall be waived for 50% of the initial portion of each Bonus Restricted Stock Award made to you with a right of repurchase, subject to you signing and not revoking a release of claims with comScore in a form reasonably acceptable by comScore (the "Release"). The Company shall have the right to terminate Executive's employment with the Company at any time for Cause by providing Executive written notice. "Cause" for termination shall mean:

(a) commission of any act of dishonesty, embezzlement, theft or fraud with respect to the Company; (b) indictment, plea of nolo contendere or conviction, of any felony or of any crime involving dishonesty; (c) material breach of Executive's duties to the Company, including repeated unsatisfactory performance of job duties; or (d) material breach by Executive of this Agreement, any Exhibit hereto or any written Company policy. In the event Executive's employment is terminated at any time for Cause, he will not be entitled to severance pay, pay in lieu of notice or any other such compensation. With regard to a breach or violation of Sections (c) or (d) above, Executive shall have a 30-day opportunity to cure following written notice of such breach or violation if such breach or violation is reasonably susceptible of cure (except upon the subsequent occurrence of a substantially similar event, in which case such second event will constitute "Cause" without any requirement for a cure period).

The receipt of any severance payment under this letter will be subject to you signing and not revoking the Release. No severance shall be paid or provided until the Release becomes effective, which must occur within sixty (60) days following your termination of employment. Subject to any payment delay necessary to comply with Section 409A (as defined below), your severance payment shall be paid by in cash and in full on the first business day following effectiveness of the Release. If you die before all amounts have been paid, such unpaid amounts will be paid to your designated beneficiary, if living, or otherwise to your personal representative in a lump-sum payment (less any withholding taxes) as soon as possible following your death.

comScore intends that all severance payments made under this letter comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and any

guidance promulgated thereunder (“Section 409A”) so that none of the payments or benefits will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. Specifically, the severance benefits are intended to be exempt from the requirements of Section 409A under the short-term deferral rule set forth under Section 409A. If, at the time of your termination of employment, you are a “specified employee” within the meaning of Section 409A and the severance benefits payable under this letter, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Section 409A (together, the “Deferred Payments”), payment of such Deferred Payments will be delayed to the extent necessary to avoid the imposition of the additional tax imposed under Section 409A, which generally means that you will receive payment on the first payroll date that occurs on or after the date that is 6 months and 1 day following your termination of employment. You and comScore agree to work together in good faith to consider amendments to this letter and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to you under Section 409A. In no event will comScore reimburse you for any taxes that may be imposed on you as a result of Section 409A.

During your employment, you are eligible to participate in comScore’s standard benefits such as medical insurance, life insurance, sick leave, 401k and paid time off consistent with any eligibility requirements and standard company policy. comScore’s current vacation policy provides three (3) weeks paid vacation per year, earned on an accrual basis. The accompanying benefits brochure provides additional benefits information. Detailed benefits information will be provided in the comScore Employee Guide and in Summary Plan Descriptions, which will be available for your review on the first day of your employment.

On your first day of employment, we will provide for your review a copy of a comScore Employee Guide via comScore’s intranet. As a comScore employee, you will be expected to abide by comScore’s rules and policies and acknowledge in writing that you have read the comScore Employee Guide. In addition, you are required to sign and comply with the attached At Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement which, among other things, prohibits unauthorized use or disclosure of comScore’s proprietary information. Please keep in mind that your employment will be at-will, which simply means that either you or comScore may terminate the relationship at any time for any reason, with or without cause.

By signing below, you acknowledge that you have apprised comScore of any and all contractual obligations that you may have that would prevent you from working at comScore, or limit your activities with comScore, including but not limited to any non-competition obligations to past employers.

The terms described in this letter, if you accept this offer, will be the terms of your employment and supersede any other agreements or promises made to you by anyone from comScore regarding these terms. This letter can only be modified by a written agreement signed by you and an authorized official of comScore. This offer is contingent upon you submitting the legally required proof of your identity and authorization to work in the United States, and upon the completion and satisfactory review of a background check.

Mr. Kenneth J. Tarpey
April 1, 2009
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This letter will be governed by the laws of the Commonwealth of Virginia, and each party hereby consents to the personal jurisdiction of the state and federal courts located in Virginia for any lawsuit filed there arising from or relating to this Agreement.

If either party hereto brings any action to enforce his or its rights hereunder, the prevailing party in any such action shall be entitled to recover his or its reasonable attorneys' fees and costs incurred in connection with such action.

If you wish to accept this offer, please return a signed copy of this letter to me. You may fax your signed offer letter to me at 703-376-6662.

We are very excited about the possibility of you joining comScore. We hope that you will accept this offer and help us in making comScore all it can be, to the lasting credit and economic benefit of us all.

Best Regards.



Magid Abraham
Chief Executive Officer

ACKNOWLEDGEMENT:

In response to this offer of employment *please sign one only.*

/s/ Kenneth J. Tarpey I gladly accept the offer of employment.

_____ I do not accept the offer of employment.

For More Information:Public Relations

Andrew Lipsman
comScore, Inc
312-775-6510
press@comscore.com

Investor Relations

John Green
comScore, Inc.
703-439-2325
jgreen@comscore

comScore Appoints Kenneth Tarpey as Chief Financial Officer

Reston, VA – April 20, 2009 – comScore, Inc. (NASDAQ: SCOR), a leader in measuring the digital world, today announced the appointment of Kenneth Tarpey as Chief Financial Officer, effective today. Mr. Tarpey will be succeeding John Green, who will be assuming the role of Executive Vice President and head of Human Capital.

Mr. Tarpey brings to comScore more than 25 years of financial leadership experience and expertise directing strategic operational and financial programs for public and private technology companies. Most recently, Mr. Tarpey served as CFO of ObjectVideo, Inc., a venture-backed provider of video surveillance software, where he strengthened the financial organization to support the company's growth. Prior to ObjectVideo, Mr. Tarpey was CFO of Ai Metrix, a network optimization software company. Mr. Tarpey also served as CFO at Proxicom, where he led the company through a successful IPO and its eventual sale to Dimension Data (LSE: DDT). Before Proxicom, he served as CFO at NatSystems, a provider of software development tools. Mr. Tarpey previously served as CFO of SQA, where he also directed a successful initial public offering. Earlier, Mr. Tarpey served as a senior manager at PricewaterhouseCoopers.

Mr. Tarpey has been recognized for his expertise in leading financial strategy and growth and in 2000 was awarded "Chief Financial Officer of the Year" by the Greater Washington D.C. Technology Council. Mr. Tarpey is affiliated with numerous organizations including the CFO Forum sponsored by the Northern Virginia Technology Council and the Financial Executives Institute, and holds a BA from The College of the Holy Cross and MBA from Babson College.

Magid Abraham, comScore's president and chief executive officer said, "We are excited to have an individual with Ken's breadth and depth of experience joining us to lead our finance organization. Ken comes to us with considerable experience managing high-growth companies and his proven track record will be a valuable asset to us as our global expansion continues."

Abraham added, "John will be assuming a new strategic role at comScore as Executive Vice President and head of our Human Capital department. John has been a tremendous help in getting the company to be public-ready, leading us through a successful IPO and our debut as a public company. In his new role, John will help us maximize the effectiveness of our staff and attract top notch talent to help comScore sustain its leadership position."

About comScore

comScore, Inc. (NASDAQ: SCOR) is a global leader in measuring the digital world and preferred source of digital marketing intelligence. For more information, please visit www.comscore.com/companyinfo.

SOURCE: comScore, Inc.