

**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): **July 11, 2011 (July 6, 2011)**

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, Suite 3505, 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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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) On July 6, 2011, Delcath Systems, Inc. and Eamonn P. Hobbs, President and Chief Executive Officer of Delcath Systems, Inc., entered into an Interim Agreement continuing the terms of Mr. Hobbs' Employment Agreement dated July 6, 2009 with Delcath Systems, Inc. until the earlier of : (i) July 31, 2011; or (ii) the effective date of a new employment agreement between Delcath Systems, Inc. and Mr. Hobbs. The foregoing description is qualified in its entirety by the text of the Interim Agreement attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits. The following exhibit is filed with this report on Form 8-K:

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
10.1	Interim Agreement, dated July 6, 2011, by and between Delcath Systems, Inc. and Eamonn Hobbs

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.

Date: July 11, 2011

DELCATH SYSTEMS, INC.

By: /s/ Peter J. Graham
Name: Peter J. Graham
Title: Executive Vice President, General Counsel

Exhibit Index

Exhibit Number

Description of Exhibit

10.1

Interim Agreement, dated July 6, 2011, by and between Delcath Systems, Inc. and Eamonn Hobbs

INTERIM AGREEMENT

THIS INTERIM AGREEMENT (this "Agreement") is made and entered into this 6th day of July, 2011 (the "Effective Date"), by and between Delcath Systems, Inc., a Delaware corporation (the "Company"), and Eamonn Hobbs (the "Executive").

RECITALS

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings and intentions:

- A. The Company and Executive previously entered into an Employment Agreement dated July 6, 2009 (the "Original Agreement"), which is attached hereto as Exhibit A.
- B. The term of the Original Agreement expires on July 6, 2011.
- C. The parties are negotiating a new employment agreement (the "New Agreement") but the parties anticipate that the New Agreement will not be executed prior to July 6, 2011.
- D. The parties intend for this Interim Agreement to govern the employment relationship between the parties during the period between July 6, 2011 and the effective date of the New Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals incorporated herein and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

- 1. **Terms of Employment.** The parties agree that all of the terms of the Original Agreement shall continue to govern the employment relationship between the parties and such terms shall remain in full force and effect during the "Term" (as hereinafter defined).
- 2. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until the earlier of the following: (a) July 31, 2011; or (b) the date the New Agreement becomes effective (the "Term"). After the expiration of the Term, this Interim Agreement shall be of no further force or effect.
- 3. **Miscellaneous.**
 - 3.1 This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives.
 - 3.2 This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any assignee or successor to all

or substantially all of the Company's assets, as applicable, which assumes this Agreement by operation of law or otherwise.

- 3.3** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTING PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF DELAWARE WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.
- 3.4** Any legal dispute related to this Agreement and/or any claim related to this Agreement, or breach thereof, shall, in lieu of being submitted to a court of law, be submitted to arbitration, in accordance with the applicable dispute resolution procedures of the American Arbitration Association. The award of the arbitrator shall be final and binding upon the parties. The parties hereto agree that (i) one arbitrator shall be selected pursuant to the rules and procedures of the American Arbitration Association, (ii) the arbitrator shall have the power to award injunctive relief or to direct specific performance, (iii) each of the parties, unless otherwise required by applicable law, shall bear its own attorneys' fees, costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration, and (iv) the arbitrator shall award to the prevailing party a sum equal to that party's share of the arbitrator's and administrative fees of arbitration. Nothing in this 3.4 shall be construed as providing the Executive a cause of action, remedy or procedure that the Executive would not otherwise have under this Agreement or the law.
- 3.5** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- 3.6** This Agreement may not be amended, modified or changed (in whole or in part), except by a formal, definitive written agreement expressly referring to this Agreement, which agreement is executed by both of the parties hereto.
- 3.7** Any notice provided for in this Agreement must be in writing and must be either personally delivered, transmitted via telecopier, mailed by first class mail (postage prepaid and return receipt requested) or sent by reputable overnight courier service (charges prepaid) to the recipient at the address below indicated or at such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Notices will be deemed to have been given hereunder and received when delivered personally, when received if transmitted via telecopier, five days after deposit in the U.S. mail and one day after deposit on a weekday with a reputable overnight courier service.

if to the Company:

Delcath Systems, Inc.
810 Seventh Avenue, Suite 3505
New York, NY 10020
Facsimile: (212) 489-2102
Attn: Board of Directors

with a copy to:

Bond, Schoeneck & King, PLLC
111 Washington Avenue, 5th Floor
Albany, NY 12210
Facsimile: (518) 533-3299
Attn: Gregory J. Champion, Esq.

if to the Executive, to the address most recently on file in the payroll records of the Company.

- 3.8** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.
- 3.9** Each party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each party has cooperated in the drafting, negotiation and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against either party on the basis of that party being the drafter of such language. The Executive agrees and acknowledges that he has read and understands this Agreement, is entering into it freely and voluntarily, and has been advised to seek counsel prior to entering into this Agreement and has had ample opportunity to do so.

IN WITNESS WHEREOF, the Company and the Executive have executed this Agreement as of July 6th, 2011.

“COMPANY”

Delcath Systems, Inc.

By: /s/ Harold S. Koplewicz
Harold S. Koplewicz, M.D., Chairman

“EXECUTIVE”

/s/ Eamonn Hobbs
Eamonn Hobbs