
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 2, 2006 (March 2, 2006)

WESCO International, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-14989

(Commission
File Number)

25-1723342

(IRS Employer
Identification No.)

225 West Station Square Drive, Suite 700
Pittsburgh, Pennsylvania

(Address of principal executive offices)

15219

(Zip code)

Registrant's telephone number, including area code: (412) 454-2200

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.):

- 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 1.01. Entry into a Material Definitive Agreement.

Effective March 2, 2006, the Compensation Committee (the “Committee”) of the Board of Directors of WESCO International, Inc. (the “Company”) amended the CDW Holding Corporation Stock Option Plan, the CDW Holding Corporation Stock Option Plan for Branch Employees and the WESCO International, Inc. 1998 Stock Option Plan (collectively, the “Plans”) to eliminate the possible requirement that the Company settle options for cash upon a “Change in Control” as such term is defined in the Plans. The Committee determined to adopt these amendments in response to Statement of Financial Accounting Standards No. 123(R), *Share-Based Payments*, which would require the reclassification as a liability of any option or other cash award the settlement of which is not made in the sole discretion of the issuer. In addition, on March 2, 2006, the Company mailed amended stock option agreements to holders of outstanding options under the Plans. Forms of the amended stock option agreements are filed as exhibits hereto.

Item 9.01. Exhibits.

- 10.1 Amendment to CDW Holding Corporation Stock Option Plan (filed herewith).
 - 10.2 Form of Amendment to Stock Option Agreement (filed herewith).
 - 10.3 Amendment to CDW Holding Corporation Stock Option Plan for Branch Employees (filed herewith).
 - 10.4 Form of Amendment to Branch Stock Option Agreement (filed herewith).
 - 10.5 Amendment to WESCO International, Inc. 1998 Stock Option Plan (filed herewith).
 - 10.6 Form of Amendment to Management Stock Option Agreement (filed herewith).
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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.

Dated: March 3, 2006

WESCO INTERNATIONAL, INC.

By: /s/ Stephen A. Van Oss

Stephen A. Van Oss

Senior Vice President and

Chief Financial and Administrative Officer

**AMENDMENT TO
WESCO INTERNATIONAL, INC.
STOCK OPTION PLAN**

Pursuant to Section 9 of the WESCO International, Inc. Stock Option Plan (the “1994 Plan”), the Plan is hereby amended as follows:

1. Section 8 of the Plan is amended and restated to read in its entirety as follows:

“8. Change in Control. Unless otherwise provided by the Committee in the applicable Stock Option Agreement, in the event of Change in Control, all Options outstanding on the date of such Change in Control shall become immediately and fully exercisable. The provisions of this Section 8 shall not be applicable to any Options granted to a Participant if any Change in Control results from such Participant’s beneficial ownership (within the meaning of Rule 13d.3 under the Securities Exchange Act of 1934, as amended) of Common Stock.”

2. Except as expressly provided in this Amendment, the other terms and conditions of the Plan are hereby ratified, affirmed and confirmed in all respects.

**FORM OF AMENDMENT TO
STOCK OPTION AGREEMENTS**

THIS AMENDMENT made and entered into this ___ day of ___, 20 ___ made by and between WESCO INTERNATIONAL, INC. (“WESCO”) and ___ (“Grantee”). Capitalized terms not specifically defined herein shall have the meaning set forth in that certain WESCO International, Inc. Stock Option Plan, as amended (the “1994 Plan”).

WHEREAS, WESCO granted Options to Grantee under the 1994 Plan pursuant to a Stock Option Agreement, as amended (the “Original Agreement”);

WHEREAS, since the grant of Option, WESCO has become a publicly traded company; and

WHEREAS, WESCO and Employee desire to modify certain provisions of the Original Agreement.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby and upon receipt of other valuable consideration, receipt of which is hereby acknowledged, do hereby agree as follows:

1. Section 8 of the Original Agreement is hereby amended to read in its entirety as follows:

“8. Change in Control and Adjustments to Reflect Capital Changes.

(a) Accelerated Vesting Upon Change in Control. In the event of a Change in Control, the Option shall become immediately and fully exercisable unless such Change in Control results from the Grantee’s beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act of 1934, as amended) of Common Stock.

(b) Recapitalization. The number and kind of shares subject to the Option and the Option Price for such shares shall be appropriately adjusted to reflect any stock dividend, stock split, or share combination or any recapitalization, merger, consolidation, exchange of shares, liquidation or dissolution of the Company or other change in capitalization with a similar substantive effect upon the Plan or the Option. The Committee shall have the power and sole discretion to determine the amount of the adjustment to be made in each case.

(c) Certain Mergers. After any Merger in which the Company is not the surviving corporation or pursuant to which a majority of the shares

which are of the same class as the shares that are subject to the Option are exchanged for, or converted into, or otherwise become shares of another corporation, the surviving, continuing, successor or purchasing corporation, as the case may be (the "Acquiring Corporation"), will either assume the Company's rights and obligations under this Agreement or substitute an award in respect of the Acquiring Corporation's stock for the Option, *provided, however*, that if the Acquiring Corporation does not assume or substitute for the Option, the Board shall provide prior to the Merger that any unexercisable and/or unvested portion of the Option shall be immediately exercisable and vested as of a date prior to such Merger, as the Board so determines. The exercise and/or vesting of the Option that was permissible solely by reason of this Section 8(c) shall be conditioned upon the consummation of the Merger. If the Option is neither assumed by the Acquiring Corporation nor exercised as of the date of the Merger, the Option shall terminate effective as of the effective date of the Merger. Comparable rights shall accrue to the Grantee in the event of successive Mergers of the character described above.

(d) Certain Definitions.

(i) "Change in Control" means the first to occur of the following events: (a) the acquisition by any person, entity or "group" (as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended), other than the Company, its subsidiaries, any employee benefit plan of the Company or its subsidiaries, or Cypress Merchant Banking Partners L.P. or any successor investment vehicle, of 30% or more of the combined voting power of the Company's then outstanding voting securities; (b) the merger or consolidation of the Company, as a result of which persons who were stockholders of the Company immediately prior to such merger or consolidation, do not, immediately thereafter, own, directly or indirectly, more than 70% of the combined voting power entitled to vote generally in the election of directors of the merged or consolidated company; (c) the liquidation or dissolution of the Company; (d) the sale, transfer or other disposition of all or substantially all of the assets of the Company to one or more persons or entities that are not, immediately prior to such sale, transfer or other disposition, affiliates of the Company; and (e) during any period of not more than two years, individuals who constitute the Board as of the beginning of the period and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in clause (a) or (b) of this sentence) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-third (2/3) of the directors then still in office who were directors at such time or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board.

(ii) "Merger" means any merger, reorganization, consolidation, share exchange, transfer of assets or other transaction having similar effect involving the Company."

2. Except as expressly amended herein, the terms and conditions of the Original Agreement are hereby ratified and affirmed.

WITNESS the due execution hereof as of the date first above written.

WESCO INTERNATIONAL, INC.

By: _____

GRANTEE

**AMENDMENT TO
WESCO INTERNATIONAL, INC.
OPTION PLAN FOR BRANCH EMPLOYEES**

Pursuant to Section 9 of the WESCO International, Inc. Option Plan for Branch Employees (the "Plan"), the Plan is hereby amended as follows:

1. Section 8 of the Plan is amended and restated to read in its entirety as follows:

"8. Change in Control. Unless otherwise provided by the Committee in the applicable Stock Option Agreement, in the event of Change in Control, all Options outstanding on the date of such Change in Control shall become immediately and fully exercisable. The provisions of this Section 8 shall not be applicable to any Options granted to a Participant if any Change in Control results from such Participant's beneficial ownership (within the meaning of Rule 13d.3 under the Securities Exchange Act of 1934, as amended) of Common Stock."

2. Except as expressly provided in this Amendment, the other terms and conditions of the Plan are hereby ratified, affirmed and confirmed in all respects.

**FORM OF AMENDMENT TO
STOCK OPTION AGREEMENTS**

THIS AMENDMENT made and entered into this ___ day of ___, 20___, made by and between WESCO INTERNATIONAL, INC. (“WESCO”) and ___ (“Grantee”). Capitalized terms not specifically defined herein shall have the meaning set forth in that certain WESCO International, Inc. Option Plan for Branch Employees, as amended.

WHEREAS, WESCO granted Options to Grantee under the Plan pursuant to a Stock Option Agreement, as amended (the “Original Agreement”);

WHEREAS, since the grant of Option, WESCO has become a publicly traded company; and

WHEREAS, WESCO and Employee desire to modify certain provisions of the Original Agreement.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby and upon receipt of other valuable consideration, receipt of which is hereby acknowledged, do hereby agree as follows:

1. Section 8 of the Original Agreement is hereby amended to read in its entirety as follows:

“8. Change in Control and Adjustments to Reflect Capital Changes.”

(a) Accelerated Vesting Upon Change in Control. In the event of a Change in Control, the Option shall become immediately and fully exercisable unless such Change in Control results from the Grantee’s beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act of 1934, as amended) of Common Stock.

(b) Recapitalization. The number and kind of shares subject to the Option and the Option Price for such shares shall be appropriately adjusted to reflect any stock dividend, stock split, or share combination or any recapitalization, merger, consolidation, exchange of shares, liquidation or dissolution of the Company or other change in capitalization with a similar substantive effect upon the Plan or the Option. The Committee shall have the power and sole discretion to determine the amount of the adjustment to be made in each case.

(c) Certain Mergers. After any Merger in which the Company is not the surviving corporation or pursuant to which a majority of the shares

which are of the same class as the shares that are subject to the Option are exchanged for, or converted into, or otherwise become shares of another corporation, the surviving, continuing, successor or purchasing corporation, as the case may be (the "Acquiring Corporation"), will either assume the Company's rights and obligations under this Agreement or substitute an award in respect of the Acquiring Corporation's stock for the Option, *provided, however*, that if the Acquiring Corporation does not assume or substitute for the Option, the Board shall provide prior to the Merger that any unexercisable and/or unvested portion of the Option shall be immediately exercisable and vested as of a date prior to such Merger, as the Board so determines. The exercise and/or vesting of the Option that was permissible solely by reason of this Section 8(c) shall be conditioned upon the consummation of the Merger. If the Option is neither assumed by the Acquiring Corporation nor exercised as of the date of the Merger, the Option shall terminate effective as of the effective date of the Merger. Comparable rights shall accrue to the Grantee in the event of successive Mergers of the character described above.

(d) Certain Definitions.

(i) "Change in Control" means the first to occur of the following events: (a) the acquisition by any person, entity or "group" (as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended), other than the Company, its subsidiaries, any employee benefit plan of the Company or its subsidiaries, or Cypress Merchant Banking Partners L.P. or any successor investment vehicle, of 30% or more of the combined voting power of the Company's then outstanding voting securities; (b) the merger or consolidation of the Company, as a result of which persons who were stockholders of the Company immediately prior to such merger or consolidation, do not, immediately thereafter, own, directly or indirectly, more than 70% of the combined voting power entitled to vote generally in the election of directors of the merged or consolidated company; (c) the liquidation or dissolution of the Company; (d) the sale, transfer or other disposition of all or substantially all of the assets of the Company to one or more persons or entities that are not, immediately prior to such sale, transfer or other disposition, affiliates of the Company; and (e) during any period of not more than two years, individuals who constitute the Board as of the beginning of the period and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in clause (a) or (b) of this sentence) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-third (2/3) of the directors then still in office who were directors at such time or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board.

(ii) "Merger" means any merger, reorganization, consolidation, share exchange, transfer of assets or other transaction having similar effect involving the Company."

2. Except as expressly amended herein, the terms and conditions of the Original Agreement are hereby ratified and affirmed.

WITNESS the due execution hereof as of the date first above written.

WESCO INTERNATIONAL, INC.

By: _____

GRANTEE

**AMENDMENT TO
WESCO INTERNATIONAL, INC.
1998 STOCK OPTION PLAN**

Pursuant to Section 9 of the WESCO International, Inc. 1998 Stock Option Plan (the "Plan"), the Plan is hereby amended as follows:

1. Section 8 of the Plan is amended and restated to read in its entirety as follows:

"8. Change in Control. Unless otherwise provided by the Committee in the applicable Stock Option Agreement, in the event of Change in Control, all Options outstanding on the date of such Change in Control shall become immediately and fully exercisable. The provisions of this Section 8 shall not be applicable to any Options granted to a Participant if any Change in Control results from such Participant's beneficial ownership (within the meaning of Rule 13d.3 under the Securities Exchange Act of 1934, as amended) of Common Stock."

2. Except as expressly provided in this Amendment, the other terms and conditions of the Plan are hereby ratified, affirmed and confirmed in all respects.

**FORM OF AMENDMENT TO
STOCK OPTION AGREEMENTS**

THIS AMENDMENT made and entered into this ___ day of ___, 20___, made by and between WESCO INTERNATIONAL, INC. (“WESCO”) and ___ (“Grantee”). Capitalized terms not specifically defined herein shall have the meaning set forth in that certain WESCO International, Inc. 1998 Stock Option Plan, as amended.

WHEREAS, WESCO granted Options to Grantee under the Plan pursuant to a Stock Option Agreement, as amended (the “Original Agreement”);

WHEREAS, since the grant of Option, WESCO has become a publicly traded company; and

WHEREAS, WESCO and Employee desire to modify certain provisions of the Original Agreement.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby and upon receipt of other valuable consideration, receipt of which is hereby acknowledged, do hereby agree as follows:

1. Section 8 of the Original Agreement is hereby amended to read in its entirety as follows:

“8. Change in Control and Adjustments to Reflect Capital Changes.

(a) Accelerated Vesting Upon Change in Control. In the event of a Change in Control, the Option shall become immediately and fully exercisable unless such Change in Control results from the Grantee’s beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act of 1934, as amended) of Common Stock.

(b) Recapitalization. The number and kind of shares subject to the Option and the Option Price for such shares shall be appropriately adjusted to reflect any stock dividend, stock split, or share combination or any recapitalization, merger, consolidation, exchange of shares, liquidation or dissolution of the Company or other change in capitalization with a similar substantive effect upon the Plan or the Option. The Committee shall have the power and sole discretion to determine the amount of the adjustment to be made in each case.

(c) Certain Mergers. After any Merger in which the Company is not the surviving corporation or pursuant to which a majority of the shares

which are of the same class as the shares that are subject to the Option are exchanged for, or converted into, or otherwise become shares of another corporation, the surviving, continuing, successor or purchasing corporation, as the case may be (the "Acquiring Corporation"), will either assume the Company's rights and obligations under this Agreement or substitute an award in respect of the Acquiring Corporation's stock for the Option, *provided, however,* that if the Acquiring Corporation does not assume or substitute for the Option, the Board shall provide prior to the Merger that any unexercisable and/or unvested portion of the Option shall be immediately exercisable and vested as of a date prior to such Merger, as the Board so determines. The exercise and/or vesting of the Option that was permissible solely by reason of this Section 8(c) shall be conditioned upon the consummation of the Merger. If the Option is neither assumed by the Acquiring Corporation nor exercised as of the date of the Merger, the Option shall terminate effective as of the effective date of the Merger. Comparable rights shall accrue to the Grantee in the event of successive Mergers of the character described above.

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(ii) "Merger" means any merger, reorganization, consolidation, share exchange, transfer of assets or other transaction having similar effect involving the Company."

2. Except as expressly amended herein, the terms and conditions of the Original Agreement are hereby ratified and affirmed.

WITNESS the due execution hereof as of the date first above written.

WESCO INTERNATIONAL, INC.

By: _____

GRANTEE
