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**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): October 1, 2013

Commission file number 001-16111



**GLOBAL PAYMENTS INC.**  
(Exact name of registrant as specified in charter)

Georgia  
(State or other jurisdiction of  
incorporation or organization)

58-2567903  
(I.R.S. Employer  
Identification No.)

10 Glenlake Parkway, North Tower, Atlanta, Georgia  
(Address of principal executive offices)

30328-3473  
(Zip Code)

Registrant's telephone number, including area code: (770) 829-8000

NONE

(Former name, former address and former fiscal year, 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.**

*(a) Change of Role of Principal Executive Officer*

On October 1, 2013, Paul R. Garcia, Chairman and Chief Executive Officer of the Company, notified the Company of his decision to retire as the Chief Executive Officer but to remain as an executive officer of the Company and Chairman of the Board of Directors. In his role as Chairman, Mr. Garcia will continue to serve as the Chairman of the Board of Directors while also providing ongoing support to the Company's strategic planning and business development processes through the end of the Company's 2014 fiscal year, which is May 31, 2014. In connection with the change, the Compensation Committee of the Board amended Mr. Garcia's employment agreement to reflect the change from Chief Executive Officer to Chairman. The Compensation Committee also amended his Key Position Agreement to modify the minimum notice period required thereunder. Mr. Garcia provided the written notice required by the amended Key Position Agreement on October 1, 2013.

*(b) Appointment of New Principal Executive Officer*

On October 1, 2013, the Board appointed Jeffrey S. Sloan as the President and Chief Executive Officer of the Company and amended his employment agreement accordingly. Mr. Sloan, 46, has served as President of the Company since June 2010. Prior thereto, he was a partner with the Goldman Sachs Group, Inc. Biographical information about Mr. Sloan is set forth on page 18 of the Company's Proxy Statement filed with the Securities and Exchange Commission on September 27, 2013 and incorporated herein by reference.

In connection with his promotion to Chief Executive Officer, the Compensation Committee of the Board approved an increase in Mr. Sloan's annual base salary from \$618,000 to \$800,000 which shall be effective as of October 1, 2013. Effective as of the date of his appointment, the Board also approved an increase in his target annual cash bonus opportunity from 100% to 125% of his base salary, which, when pro-rated for the 2014 fiscal year, results in an increase in his target opportunity from \$618,000 to \$872,667.

Further, on October 1, 2013, the Compensation Committee of the Board approved an additional long term incentive grant to Mr. Sloan with a target grant date value of \$2,182,948. One hundred percent of the long term incentive grant was in the form of performance-based restricted stock units, with 60% of the long term incentive value allocated to performance shares based on financial targets and 40% allocated to performance shares based on total shareholder return relative to the companies making up the S & P 500. The number of units issued in connection with the additional grant will depend upon the closing price of the Company's stock on October 1, 2013.

There are no family relationships between Mr. Sloan and any of the Company's directors or executive officers and the Company has not entered into any transactions with Mr. Sloan that are reportable pursuant to Item 404(a) of Regulation S-K.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

- 10.1 Second Amendment to Employment Agreement, dated October 1, 2013, between Paul R. Garcia and Global Payments Inc.
  - 10.2 Amendment to Key Position Agreement, dated October 1, 2013, between Paul Garcia and Global Payments Inc.
  - 10.3 Amendment to Employment Agreement, dated October 1, 2013, between Jeffrey Sloan and Global Payments Inc.
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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.

Global Payments Inc.  
(Registrant)

By: /s/ David E. Mangum

Date: October 7, 2013

David E. Mangum  
Chief Financial Officer

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT  
BETWEEN  
PAUL R. GARCIA AND GLOBAL PAYMENTS INC.**

Effective October 1, 2013, Global Payments Inc., a Georgia corporation (the "Company"), and Paul R. Garcia ("Executive") agree to amend the Employment Agreement (dated as of July 12, 2000 and amended as of January 1, 2009) (the "Agreement") between the parties as hereinafter set forth. The terms of this Amendment supersede any inconsistent terms in the Agreement. Words and phrases that are defined in the Agreement have the same meaning when used in this Amendment.

1. Section 2 of the Agreement and Exhibit A are hereby deleted in their entirety and replaced with the following:

"2. Employment. Executive is hereby employed as the Chairman of the Company. In his capacity as Chairman, the Chief Executive Officer of the Company shall report to him and the Executive shall have such other responsibilities commensurate with such position in accordance with the policies and objectives established by the Board."

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment to the Agreement, effective as the date specified above.

EXECUTIVE: GLOBAL PAYMENTS INC.

EXECUTIVE:

/s/ Paul R. Garcia

Paul R. Garcia

Date: October 1, 2013

GLOBAL PAYMENTS INC.

By: /s/ Suellyn P. Tornay

Name: Suellyn P. Tornay

Title: Executive Vice President and General Counsel

Date: October 1, 2013

## AMENDMENT TO KEY POSITION AGREEMENT

Whereas, Paul R. Garcia (“Executive”), a resident of the state of Georgia, and Global Payments Inc. (the “Company”), a Georgia corporation, are parties to a Key Position Agreement dated January 6, 2010 (the “Agreement”); and

Whereas, the parties now desire to amend certain of the terms of the Agreement;

Now, Therefore, in consideration of the foregoing recitals and the mutual covenants and conditions contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto acknowledge that the Agreement is hereby amended as follows:

1. The second paragraph of such Agreement is hereby deleted in its entirety and replaced with the following:

This Agreement shall be null and void if Executive voluntarily terminates employment without having given at least six month’s advance written notice to the Company (subject to waiver by the Company as set forth herein).

2. The first sentence of the definition of “Key Position Retirement Date” shall be deleted and replaced with the following:

“Key Position Retirement Date” means the date on or after July 31, 2013 on which Executive incurs a voluntary “separation from service” from the Company within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (without giving effect to any elective provisions that may be available under such definition of separation from service) and for which Executive provides at least six month’s advance notice (subject to waiver by the Company as set forth in Section 5(g) below).

Except as modified hereby, the terms and conditions of the Agreement shall remain in full force and effect; provided, however, that if any term or condition of the Agreement conflicts with or is inconsistent with any term or condition of this Amendment, such terms and conditions hereof shall prevail and be controlling.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective officers duly authorized as of the 1<sup>st</sup> day of October, 2013.

GLOBAL PAYMENTS INC.

EXECUTIVE

By: /s/ Suellyn P. Tornay

/s/ Paul R. Garcia

Name: Suellyn P. Tornay

Paul R. Garcia

Title: Executive Vice President and General Counsel

**AMENDMENT TO EMPLOYMENT AGREEMENT  
BETWEEN  
JEFFREY SLOAN  
AND GLOBAL PAYMENTS INC.**

Whereas, Global Payments Inc. (“Global”) and Jeffrey Sloan (“Executive”) are parties to an Employment Agreement dated March 30, 2010 (the “Agreement”); and

Whereas, the parties now desire to further amend certain of the terms of the Agreement;

Now, Therefore, in consideration of the foregoing recitals and the mutual covenants and conditions contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto acknowledge that the Agreement is hereby amended as follows:

1. Section 2 of the Employment Agreement is hereby deleted and replaced with the following:

“Executive is hereby employed as the President and Chief Executive Officer of the Company as of October 1, 2013. In such capacity, Executive shall have the duties, responsibilities and authority commensurate with such positions as shall be assigned to him by the Board of Directors of the Company (the “Board”), which shall be consistent with the duties, responsibilities, and authority of persons holding such positions in a publicly traded company engaged in similar lines of business. Executive shall report directly and exclusively to the Board.”

Except as modified hereby, the terms and conditions of the Agreement shall remain in full force and effect; provided, however, that if any term or condition of the Agreement conflicts with or is inconsistent with any term or condition of this Amendment, such terms and conditions hereof shall prevail and be controlling.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective officers duly authorized as of the 1<sup>st</sup> day of October, 2013.

EXECUTIVE:

GLOBAL PAYMENTS INC.

/s/ Jeffrey Sloan

By: /s/ Suellyn P. Tornay

Date: October 1, 2013

Title: Executive Vice President and General Counsel