

**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): **February 2, 2011**

ACCURAY INCORPORATED

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

001-33301

(Commission File Number)

20-8370041

(IRS Employer Identification No.)

**1310 Chesapeake Terrace
Sunnyvale, California 94089**

(Address of principal executive offices, including Zip Code)

Registrant's telephone number, including area code: **(408) 716-4600**

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:

- 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 Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) Compensatory Arrangements of Certain Officers.

On February 2, 2011, Accuray Incorporated ("the Company") entered into an amended and restated employment letter (the "Employment Letter") with Euan S. Thomson, which amends and restates in its entirety the letter agreement previously entered between the Company and Dr. Thomson (the "Prior Letter"). While the Prior Letter did not include a term, the Employment Letter provides for a two year term of employment. In addition, while the Prior Letter included a modified-single trigger of certain payments and benefits to Dr. Thomson in the event of a change in control of the Company, the Employment Letter requires a double-trigger of both a change in control and a separation from service in order for Dr. Thomson to be entitled to certain payments and benefits. These and other provisions of the Employment Letter are described in further detail below.

The Employment Letter has a two year term (the "Term"), which commences on January 1, 2011. Following expiration of the Term (the "Expiration Date"), the terms of the Employment Letter, other than the provisions relating to a change of control of the Company, will terminate and Dr. Thomson's employment will continue to be at will. The term of the change of control provisions set forth in the Employment Letter is three years.

Pursuant to the Employment Letter, Dr. Thomson agrees to continue to serve as the Company's President and Chief Executive Officer, reporting to the Board of Directors of the Company. It provides for a base salary of \$512,500, as well as a target annual incentive bonus equal to 100% of his base salary, which Dr. Thomson is eligible to receive under the Company's executive bonus plan, based on the attainment of performance criteria established and evaluated by the Company.

The Employment Letter provides that Dr. Thomson may be granted options to purchase shares of Company common stock and restricted stock units (RSUs) under the Company's 2007 Incentive Award Plan during his employment. In addition, the Employment Letter provides that, subject to approval by

