

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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FORM 8-K

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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 21, 2013**

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**HARVARD BIOSCIENCE, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-33957**  
(Commission File Number)

**04-3306140**  
(IRS Employer Identification No.)

**84 October Hill Road, Holliston, MA**  
(Address of principal executive offices)

**01746**  
(Zip Code)

Registrant's telephone number, including area code: **(508) 893-8999**

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(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:

- 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.**

As previously announced by Harvard Bioscience, Inc. (the "Company" or "Harvard Bioscience"), on October 21, 2013 and October 28, 2013, respectively, the Company hired Yoav Sibony as Vice President of Global Sales and Yong Sun as Vice President of Strategic Marketing and Business Development.

In connection with his hiring, Mr. Sibony and the Company entered into an offer letter dated September 30, 2013 which provides that Mr. Sibony will be an at-will employee with an annual base salary of \$175,000 ("Base Salary"). Furthermore, Mr. Sibony is eligible to receive cash incentive compensation on an annual basis of up to thirty five percent (35%) of his Base Salary upon meeting objectives as determined by the Chief Executive Officer of the Company. Mr. Sibony is also eligible to participate in other incentive compensation plans as the Board of Directors or Committee shall provide for the Company's senior executive officers. The offer letter also contains provisions regarding the provision of customary additional benefits such as medical, dental, vacation, life insurance and vehicle allowance and reimbursement. As previously disclosed by the Company, Mr. Sibony also received an inducement stock option grant of 50,000 options that vests in four equal annual installments over four years after the date of grant, being November 18, 2013. The foregoing description of the principal terms of the offer letter for Mr. Sibony is qualified in its entirety by reference to the offer letter, a copy of which is filed as Exhibit 10.1 and incorporated herein by reference.

In connection with his hiring, Mr. Sun and the Company entered into an offer letter dated September 30, 2013 pursuant which provides that Mr. Sun will be an at-will employee with an annual base salary of \$225,000 ("Base Salary"). Furthermore, Mr. Sun is eligible to receive cash incentive compensation on an annual basis of up to thirty five percent (35%) of his Base Salary upon meeting objectives as determined by the Chief Executive Officer of the Company. Mr. Sun is also eligible to participate in other incentive compensation plans as the Board of Directors or Committee shall provide for the Company's senior executive officers. The offer letter also contains provisions regarding the provision of customary additional benefits such as medical, dental, vacation, signing bonus and life insurance. As previously disclosed by the Company, Mr. Sun also received an inducement stock option grant of 100,000 options that vests in four equal annual installments over four years after the date of grant, being November 18, 2013. The foregoing description of the principal terms of the offer letter for Mr. Sun is qualified in its entirety by reference to the offer letter, a copy of which is filed as Exhibit 10.2 and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<b><u>Exhibit Number</u></b>	<b><u>Title</u></b>
10.1	Offer letter dated September 30, 2013 between Harvard Bioscience, Inc. and Yoav Sibony
10.2	Offer letter dated September 30, 2013 between Harvard Bioscience, Inc. and Yong Sun

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**HARVARD BIOSCIENCE, INC.**  
(Registrant)

**February 19, 2014**  
(Date)

**/s/ ROBERT E. GAGNON**  
Robert E. Gagnon  
*Chief Financial Officer & Principal Accounting  
Officer*

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**INDEX TO EXHIBITS**

**Exhibit  
Number**

**Title**

10.1 Offer letter dated September 30, 2013 between Harvard Bioscience, Inc. and Yoav Sibony  
10.2 Offer letter dated September 30, 2013 between Harvard Bioscience, Inc. and Yong Sun

Yoav Sibony  
Duvall, WA

September 30, 2013

Dear Yoav;

I am pleased to make you a tentative offer of employment for the position of Vice President Global Sales for Harvard Bioscience, Inc. This position will report directly to me. Your weekly salary will be \$3,365.38, paid as earned and which is the yearly equivalent of \$175,000.00. In addition to base salary, you will be given 50,000 stock options that vest in equal installments over four years from the initial grant date. The initial grant date will be the eleventh trading day after the HART spinoff and the strike price will be the average of the ten preceding trading days. You are eligible for an annual bonus up to 35% of base salary upon attainment of goals set by the CEO. A car allowance of \$500 per month and business mileage reimbursement is also included. Your employment will begin on October 28, 2013 or sooner if you are able. Please note this offer is contingent on a review of the results of a background screening and a drug test.

Harvard Bioscience offers a competitive benefits package including major medical, dental, vision, life insurance and a retirement plan with company match. You will also earn three weeks of vacation and six personal days. Additional details on our benefit offerings will be provided on acceptance of this offer.

As is standard with positions such as this, you must sign an agreement to protect and hold confidential all proprietary and confidential information regarding Harvard Bioscience, any of its affiliates, its customers and employees both during and after the period of your employment. You must also acknowledge that any inventions, discoveries, processes and/or improvements developed by you in the course of your employment or in any way resulting from your employment with us remain the property of the Company exclusively.

All offers of employment are on an at-will basis which means that either you or we may terminate our employment relationship at any time with or without cause.

Yoav, we are excited by the prospect of you joining us. Based on your practical and relevant experience, we believe you will bring much needed strategic sales skills to the organization. Please acknowledge your acceptance of this tentative offer of employment by signing and returning a copy of this letter to me. At that point, Frank Aubuchon will provide you with the necessary paperwork for completing your background check and drug screening.

/s/ Jeffrey A. Duchemin, CEO      9/30/13  
Jeffrey A. Duchemin, CEO      Date

/s/ Yoav Sibony      9/30/13  
Yoav Sibony      Date

**84 October Hill Road • Holliston, Massachusetts 01746-1388**  
**Phone: 508-893-8999 • Fax: 508-429-5732**  
**www.harvardapparatus.com • www.harvardbioscience.com**

Yong Sun  
Boston, MA

September 30, 2013

Dear Yong;

I am pleased to make you a tentative offer of employment for the position of Vice President Global Strategic Marketing and Business Development for Harvard Bioscience, Inc. This position will report directly to me. Your weekly salary will be \$4,326.92, paid as earned and which is the yearly equivalent of \$225,000.00. In addition to base salary, you will be given 100,000 stock options that vest in equal installments over four years from the initial grant date. The initial grant date will be the eleventh trading day after the HART spinoff and the strike price will be the average of the ten preceding trading days. You are eligible for an annual bonus up to 35% of base salary upon attainment of goals set by the CEO. Your employment will begin on October 28, 2013 or sooner if you are able. A signing bonus of \$25,000.00 will be paid to you after 45 days of employment. Please note this offer is contingent on a review of the results of a background screening and a drug test.

Harvard Bioscience offers a competitive benefits package including major medical, dental, vision, life insurance and a retirement plan with company match. You will also earn three weeks of vacation and six personal days. Additional details on our benefit offerings will be provided on acceptance of this offer.

As is standard with positions such as this, you must sign an agreement to protect and hold confidential all proprietary and confidential information regarding Harvard Bioscience, any of its affiliates, its customers and employees both during and after the period of your employment. You must also acknowledge that any inventions, discoveries, processes and/or improvements developed by you in the course of your employment or in any way resulting from your employment with us remain the property of the Company exclusively.

All offers of employment are on an at-will basis which means that either you or we may terminate our employment relationship at any time with or without cause.

Yong, we are excited by the prospect of you joining us. Based on your practical and relevant experience, we believe you will bring much needed strategic marketing skills to the organization. Please acknowledge your acceptance of this tentative offer of employment by signing and returning a copy of this letter to me. At that point, Frank Aubuchon will provide you with the necessary paperwork for completing your background check and drug screening.

/s/ Jeffrey A. Duchemin, CEO                      9/30/13  
Jeffrey A. Duchemin, CEO                      Date

/s/ Yong Sun    9/30/13  
Yong Sun    Date

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