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):

November 15, 2010

GANNETT CO., INC.
(Exact name of registrant as specified in charter)

Delaware	1-6961	16-0442930
(State or Other Jurisdiction of Incorporation or Organization of Registrant)	(Commission File Number)	(I.R.S. Employer Identification No.)

7950 Jones Branch Drive, McLean, Virginia	22107-0910
(Address of principal executive offices)	(Zip Code)

(703) 854-6000
(Registrant's telephone number, including area code)

Not Applicable
(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))

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

On November 15, 2010, Gannett Co., Inc. (the "Company") issued a press release announcing that Paul N. Saleh had been appointed its Senior Vice President and Chief Financial Officer, effective immediately. A press release announcing the appointment of Mr. Saleh is attached hereto as Exhibit 99.1 and incorporated herein by reference.

In connection with Mr. Saleh's appointment, the Executive Compensation Committee of the Company's Board of Directors approved a base salary of $600,000 and a sign-on bonus of $150,000. Mr. Saleh received options to purchase 180,000 shares and 65,000 restricted stock units under the terms of the Company's 2001 Omnibus Incentive Compensation Plan (amended and restated as of May 4, 2010), subject to the Company's standard vesting schedule, except that these stock grants would immediately vest in full if the Company were to terminate Mr. Saleh's employment without good cause, as defined below. As a member of the Gannett Management Committee, Mr. Saleh will be eligible to receive other benefits customarily provided to Committee members, and will be a participant in the Company's Transitional Compensation Plan (amended as of May 4, 2010). Mr. Saleh also will be eligible to participate in the Company's Key Executive Life Insurance Program under which, subject to completion of underwriting by the insurance carrier, the annual life insurance premium payable by Gannett on his behalf for 2011 is expected to be approximately $41,038 and his right to receive future annual premium payments will vest if his employment terminates after attaining both five years of service at Gannett and age 55.

In addition, the Company and Mr. Saleh entered into a Termination Benefits Agreement ("Termination Agreement") attached hereto as Exhibit 99.2 and incorporated herein by reference. Under the Termination Agreement, the Company may terminate Mr. Saleh's employment for good cause. "Good cause" means (1) an intentional misappropriation of funds or property of the Company by Mr. Saleh; (2) unreasonable and persistent neglect or refusal by Mr. Saleh to perform his duties, which he does not remedy within 30 days' notice; (3) Mr. Saleh materially breaches the non-competition and confidentiality provisions of the Termination Agreement, which he does not remedy within 30 days' notice; or (4) conviction of Mr. Saleh of a felony. In the event of termination of employment by the Company for good cause, Mr. Saleh would not receive any post-termination payments or benefits under the Termination Agreement.

Mr. Saleh may terminate his employment for good reason. "Good reason" means (1) Mr. Saleh is not elected or retained in his current positions (or such other senior executive position in which he may agree to serve); (2) the Company acts to materially reduce Mr. Saleh's duties and responsibilities, and this situation is not remedied by the Company within 30 days' notice; or (3) the Company materially breaches the Termination Agreement, which breach is not cured by the Company within 30 days' notice. In the event of termination of employment by Mr. Saleh for good reason or by the Company without good cause, and subject to delivery by Mr. Saleh to the Company of a customary release of claims, the Company would make a cash lump sum severance payment to Mr. Saleh equal to the sum of (i) his annual base salary in effect on the termination date and (ii) the greater of (A) his most recent annual bonus as of the termination date or (B) the average of his three most recent annual bonuses as of the termination date. If Mr. Saleh is entitled to receive a change in control payment under the Transitional Compensation Plan or change in control plan then in effect, the amount determined under the prior sentence shall be offset by the amount paid to Mr. Saleh under such other plan.

Gracia C. Martore, who was appointed the Company's President and Chief Operating Officer on February 1, 2010, and continued to serve as its Chief Financial Officer since that time, will no longer serve in that position.

Mr. Saleh is 53 years of age.

Item 9.01 Financial Statements and Exhibits

(d) Exhibit 99.1 – Press Release dated November 15, 2010.

Exhibit 99.2 – Termination Benefits Agreement dated November 15, 2010.

SIGNATURE

Pursuant to 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.

Gannett Co., Inc.

Date: November 17, 2010

By: /s/ Todd A. Mayman
Todd A. Mayman
Senior Vice President,
General Counsel and Secretary

INDEX TO EXHIBITS

Exhibit No.	Description
99.1	Press release dated November 15, 2010
99.2	Termination Benefits Agreement dated November 15, 2010

Exhibit 99.1

News Release

Monday, November 15, 2010

Paul Saleh named Gannett's Chief Financial Officer

McLEAN, VA – Paul Saleh has been named senior vice president and chief financial officer of Gannett Co., Inc. (NYSE: GCI), Gracia C. Martore, president and chief operating officer, announced today.

Saleh reports to Martore who was promoted to president and COO earlier this year and served as Gannett's CFO since 2002.

"We are extremely pleased to have Paul join Gannett. He brings tremendous experience and an excellent track record leading the financial organizations of some outstanding companies," Martore said. "Paul will be a great partner with the senior management team as we continue to transform Gannett as a leading media and marketing solutions company."

"As Gannett's CFO for the last eight years, Gracia has been a great partner to me and has done first rate work leading our financial organization during an extraordinary time," said Craig Dubow, chairman and chief executive officer. "Gracia has built a world-class financial organization and I am delighted to have Paul join our team as our new CFO."

Saleh joins Gannett from Menza Partners LLC where he was managing partner. Saleh launched Menza Partners after he left Sprint Nextel Corporation where he was CFO from 2005 to 2008. Prior to the merger between Sprint and Nextel Communications Inc., he was executive vice president and CFO of Nextel from 2001 to 2005. Previously, Saleh was senior vice president and CFO of Walt Disney International where he held other senior financial positions since 1997. Before joining Walt Disney, Saleh was with Honeywell Inc. for 12 years where he was vice president and treasurer from 1994 to 1997 and held other various leadership positions in finance, treasury, investor relations, strategic planning and operations. He holds a Masters of Business Administration with distinction in Finance and a Master's degree in Computer, Information and Control Engineering both from the University of Michigan. He received his bachelor's degree in Electrical Engineering also from the University of Michigan.

Gannett Co., Inc. (NYSE: GCI) is an international news and information company operating on multiple platforms including the Internet, mobile, newspapers, magazines and TV stations. Gannett is an Internet leader with hundreds of newspaper and TV web sites; CareerBuilder.com, the nation's top employment site; USATODAY.com; and more than 80 local MomsLikeMe.com sites. Gannett publishes 82 daily U.S. newspapers, including USA TODAY, the nation's largest-selling daily newspaper, and more than 600 magazines and other non-dailies including USA WEEKEND. Gannett also operates 23 television stations in 19 U.S. markets. Gannett subsidiary Newsquest is one of the UK's leading regional community news providers, with 17 daily paid-for titles, more than 200 weekly newspapers, magazines and trade publications, and a network of web sites.

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TERMINATION BENEFITS AGREEMENT

This Termination Benefits Agreement ("Agreement") is made as of November 15, 2010 between Gannett Co., Inc., a Delaware corporation ("Gannett"), and Paul N. Saleh ("Saleh").

Gannett desires to appoint Saleh as its Senior Vice President and Chief Financial Officer and, to secure his acceptance of this position, desires to memorialize the compensation and benefits he would receive in the event his employment terminates under certain circumstances.

Gannett and Saleh hereby agree as follows:

1. <u>Termination of Employment by Saleh</u>. Saleh shall have the right to terminate his employment with Gannett for "good reason" upon 30 days' written notice to Gannett given within 90 days following the occurrence of any of the following events, each of which shall constitute a "good reason" for such termination:

(a) Saleh is not elected or retained as Senior Vice President and Chief Financial Officer (or a substantially similar title or such other senior executive position as Saleh may agree to serve in);

(b) Gannett acts to materially reduce Saleh's duties and responsibilities and Gannett does not remedy such situation within 30 days after receipt of written notice from Saleh;

(c) Gannett materially breaches this Agreement and Gannett does not remedy such breach within 30 days after receipt of written notice from Saleh.

2. <u>Termination of Employment by Gannett</u>. Gannett shall have the right to terminate Saleh's employment for "good cause" upon written notice to Saleh following the occurrence of any of the following events, each of which shall constitute a "good cause" for such termination:

(a) intentional misappropriation of Gannett funds or property by Saleh;

(b) unreasonable and persistent neglect or refusal by Saleh to perform the duties of his position which he does not remedy within 30 days after receipt of written notice from Gannett;

(c) material breach by Saleh of this Agreement which he does not remedy within 30 days after receipt of written notice from Gannett; or

(d) conviction of Saleh of a felony.

Gannett may also terminate Saleh's employment for convenience (i.e., for any reason other than good cause), subject to the applicable provisions of this Agreement that are intended to survive termination of employment.

3. <u>Consequence of Termination of Employment</u>. If Saleh terminates his employment with Gannett for any reason other than good reason or Gannett terminates his employment for good cause, Saleh shall have no further rights and Gannett shall

have no further obligations under this Agreement. If Saleh terminates his employment for good reason or Gannett terminates Saleh's employment for convenience, then conditioned upon and subject to Saleh executing a valid release agreement in such form as Gannett may reasonably require with respect to claims which Saleh or his estate or beneficiaries may have arising out of Saleh's employment (the "Release"), the following shall apply:

(a) Saleh shall be paid in accordance with normal payroll practices all earned but unpaid compensation, accrued vacation and accrued but unreimbursed expenses required to be reimbursed through the date his employment terminates (the "Termination Date"); and

(b) Gannett shall pay to Saleh on the 30th day after the Termination Date provided that the Release has become effective and non-revocable as of that date, a cash lump sum severance payment equal to the sum of (i) his annual base salary in effect on the Termination Date and (ii) the greater of (A) his most recent annual bonus as of the Termination Date or (B) the average of his three most recent annual bonuses as of the Termination Date.

Notwithstanding the foregoing, Section 3(b) above shall not apply if the Release does not become effective and non-revocable within 30 days after Saleh's Termination Date, and Saleh shall have no rights under such section if the Release does not become effective and non-revocable by the 30th day after Saleh's Termination Date. Saleh shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor will any payments hereunder be subject to offset in respect of any claims which Gannett may have against Saleh, nor shall the amount of any payment or benefit provided for in this Section 3 be reduced by any compensation earned as a result of Saleh's employment with another employer. If Saleh is entitled to receive a change in control payment under any Gannett transitional compensation or change in control plan then in effect, the amount determined under Section 3(b) shall be offset by the amount paid to Saleh under such transitional compensation or change in control plan.

4. Legal Expenses and Interest. If, with respect to any alleged failure by Gannett to comply with any of the terms of this Agreement, Saleh institutes or responds to legal action to assert or defend the validity of, enforce his rights under, or recover damages for breach of this Agreement and thereafter Gannett is found in a judgment no longer subject to review or appeal to have breached this Agreement in any material respect, then Gannett shall indemnify Saleh for his reasonable attorneys' fees and costs in connection with such legal action. Gannett shall pay Saleh such indemnified expenses by the end the calendar year in which such judgment is reached or, if later, by the 15th day of the third month after the date on which such judgment is reached.

5. Transferability. The rights, benefits and obligations of Gannett under this Agreement shall be transferable, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by or against, its successors and assigns. Whenever the term "Gannett" is used in this Agreement, such term shall mean and include Gannett Co., Inc. and its successors and assigns. The rights and benefits of

Saleh under this Agreement shall not be transferable other than rights to property or compensation that may pass on his death to his estate or beneficiaries through his will or the laws of descent and distribution.

6. Severability. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any other provisions of this Agreement which can be given effect without the invalid or unenforceable provision, and to this end the provisions of this Agreement are to be severable.

7. Amendment; Waiver. This Agreement contains the entire agreement of the parties with respect to the matters contained herein. No amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the parties hereto. No waiver by either party of any breach by the other party of any provision or conditions of this Agreement shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time.

8. Tax Withholding. Gannett may withhold from any payments due to Saleh hereunder, such amounts as its independent public accountants may determine are required to be withheld under applicable federal, state and local tax laws.

9. Restrictive Covenant.

(a) Saleh agrees that (i) during the period of his employment hereunder and (ii) provided that Saleh has received the payment under Section 3(b) above, or if Saleh is terminated for good cause as defined in Section 2, for a period of one (1) year after he ceases employment, he will not, without the written consent of Gannett, seek or obtain a position with a Competitor (as defined below) in which Saleh will use or is likely to use any confidential information or trade secrets of Gannett, or in which Saleh has duties for such Competitor within the United States that involve Competitive Services (as defined below) and that are the same or similar to those services actually performed by Saleh for Gannett.

(b) Saleh understands and agrees that the relationship between Gannett and each of its employees constitutes a valuable asset of Gannett and may not be converted to Saleh's own use. Accordingly, Saleh hereby agrees that (i) during the period of his employment hereunder and (ii) for a period of six months after he ceases employment, Saleh shall not directly or indirectly, on his own behalf or on behalf of another person, solicit or induce any employee to terminate his or her employment relationship with Gannett or any affiliate of Gannett or to enter into employment with another person. The foregoing shall not apply to employees who respond to solicitations of employment directed to the general public or who seek employment at their own initiative.

(c) For the purposes of this Section 9, "Competitive Services" means the provision of goods or services that are competitive with any goods or services offered by Gannett as of the date of this Agreement, including, but not limited to newspapers, non-daily publications, television, radio, cable, digital, Internet, and other news and information services, and "Competitor" means any individual or any entity or enterprise engaged, wholly or in part, in Competitive Services. The parties acknowledge that Gannett may from time to time during the term of this Agreement change or increase the line of goods or services it provides, and Saleh agrees to amend this Agreement from time to time to include such different or additional goods and services to the definition of "Competitive Services" for purposes of this Section 9.

(d) Saleh agrees that due to his position of trust and confidence the restrictions contained in this Section 9 are reasonable, and the benefits conferred on his in this Agreement, including his compensation, are adequate consideration, and since the nature of Gannett's business is national in scope, the geographic restriction herein is reasonable.

(e) Saleh acknowledges that a breach of this Section 9 will cause irreparable injury and damage, which cannot be reasonably or adequately compensated by money damages. Accordingly, he acknowledges that the remedies of injunction and specific performance shall be available in the event of such a breach, and Gannett shall be entitled to money damages, costs and attorneys' fees, and other legal or equitable remedies, including an injunction pending trial, without the posting of bond or other security. Any period of restriction set forth in this Section 9 shall be extended for a period of time equal to the duration of any breach or violation thereof.

(f) In the event of Saleh's breach of this Section 9, in addition to the injunctive relief described above, Gannett's remedy shall include (i) the right to require Saleh to account for and pay over to Gannett all compensation, profits, monies, accruals, increments or other benefits derived or received by Saleh as the result of any transactions constituting a breach of the restrictive covenants in this Section 9, and (ii) in the case of a breach during the period described in Section 9(a)(ii) or 9(b)(ii) above, the forfeiture and return to Gannett of any payment made under Section 3(b) above.

(g) In the event that any provision of this Section 9 is held to be in any respect an unreasonable restriction, then the court so holding may modify the terms thereof, including the period of time during which it operates or the geographic area to which it applies, or effect any other change to the extent necessary to render this Section 9 enforceable, it being acknowledged by the parties that the representations and covenants set forth herein are of the essence of this Agreement.

10. Confidentiality. Saleh agrees to keep confidential the existence of this Agreement and its terms.

11. Section 409A. The parties intend that benefits under this Agreement are to be either exempt from, or comply with, the requirements of Section 409A of the Code, as amended, and the Treasury Department regulations and other authoritative guidance issued thereunder, and shall be interpreted and administered in accordance with the intent that Saleh not be subject to tax under Section 409A of the Code. If any provision

of the Agreement would otherwise conflict with or frustrate this intent, that provision will be interpreted and deemed amended so as to avoid the conflict. Any reference in this Agreement to "terminates employment", "employment terminates", or similar phrase shall mean an event that constitutes a "separation from service" within the meaning of Section 409A. Notwithstanding anything to the contrary contained herein, in the event that Gannett determines that payments or benefits under this Agreement would otherwise be subject to tax under Section 409A of the Code because Saleh is a "specified employee" within the meaning of Section 409A of the Code, such payments or benefits shall not commence until the first day of the seventh month after the Termination Date (or, if earlier, the date Saleh dies).

12. Recovery of Compensation in Restatement Situations. Gannett will, to the extent permitted or required by governing law or regulations, as may be amended from time to time, or its recoupment or clawback policy, as may be amended from time to time, require reimbursement of any compensation paid to Saleh after the date hereof where (a) Gannett is required to prepare an accounting restatement due to material non-compliance with any financial reporting requirements under the securities laws; (b) the compensation payment was predicated upon the achievement of certain financial results, and (c) a lower payment would have been made to Saleh based upon the restated financial results. In each such instance, Gannett will seek to recover Saleh's relevant compensation paid over a period of no less than three years prior to the restatement, regardless of whether Saleh is then employed by Gannett.

13. Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws.

14. Term. This Agreement shall automatically expire and be of no further force or effect on the third anniversary of the date hereof except as otherwise expressly provided herein and with respect to the enforcement of any rights and obligations that accrued on or before the expiration date.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

GANNETT CO., INC.

By: /s/ Gracia C. Martore
President and Chief Operating Officer

/s/ Paul N. Saleh