

**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): **August 18, 2009**

CRA INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

Massachusetts
(State or other jurisdiction
of incorporation)

000-24049
(Commission
file number)

04-2372210
(IRS employer
identification no.)

200 Clarendon Street, Boston, Massachusetts
(Address of principal executive offices)

02116
(Zip code)

Registrant's telephone number, including area code: **(617) 425-3000**

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 1.01 Entry into a Material Definitive Agreement.

On August 18, 2009, we entered into an amendment of our loan agreement dated as of January 14, 2004 with RBS Citizens, N.A. The amendment reduced the line of credit from \$90 million to \$60 million, extended the termination date of the loan agreement from April 30, 2010 to April 30, 2012, and raised the commitment fee payable on the unused portion of the credit facility from 0.165% to 0.25%. In addition, under the amended credit facility, interest on borrowings is based upon LIBOR, instead of LIBOR or the prime rate at our option, and is calculated using a margin over LIBOR ranging from 2% to 3.5%, an increase from the prior range of 0.75% to 1.5%.

In connection with this amendment, we also executed an amendment to the promissory note relating to the loan agreement. A copy of the amendments to the loan agreement and promissory note are attached as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

| <u>Number</u> | <u>Title</u> |
|---------------|--|
| 10.1 | Sixth Amendment to Loan Agreement, dated as of August 18, 2009, by and between CRA International, Inc. and RBS Citizens, N.A. |
| 10.2 | Fourth Amendment to Revolving Note, dated as of August 18, 2009, by and between CRA International, Inc. and RBS Citizens, N.A. |

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.

CRA INTERNATIONAL, INC.

Dated: August 19, 2009

By: /s/ Wayne D. Mackie
Wayne D. Mackie
Executive Vice President, Treasurer, and
Chief Financial Officer

3

Exhibit Index

| <u>Number</u> | <u>Title</u> |
|---------------|--|
| 10.1 | Sixth Amendment to Loan Agreement, dated as of August 18, 2009, by and between CRA International, Inc. and RBS Citizens, N.A. |
| 10.2 | Fourth Amendment to Revolving Note, dated as of August 18, 2009, by and between CRA International, Inc. and RBS Citizens, N.A. |

4

SIXTH AMENDMENT TO LOAN AGREEMENT
DATED JANUARY 14, 2004

This Sixth Amendment to Loan Agreement (the "Sixth Amendment") is made as of this 18th day of August, 2009 by and between CRA International, Inc., formerly known as Charles River Associates Incorporated ("Borrower"), a Massachusetts corporation with its principal executive office at the John Hancock Tower, 200 Clarendon Street, T-33, Boston, Massachusetts 02116-5092 and RBS Citizens, National Association, successor by merger with Citizens Bank of Massachusetts, a national banking association with offices at 28 State Street, Boston, Massachusetts (the "Lender") in consideration of the mutual covenants contained herein and the benefits to be derived herefrom. Unless otherwise specified, all capitalized terms shall have the same meaning herein as set forth in the Agreement (as defined below).

WITNESSETH:

WHEREAS, on January 14, 2004, the Borrower and the Lender entered into a loan arrangement (the "Loan Arrangement") as evidenced by, amongst other documents and instruments, a certain Loan Agreement dated as of January 14, 2004, as amended by a First Amendment to Loan Agreement dated as of March 29, 2005, amended by a Second Amendment to Loan Agreement dated as of June 20, 2005 (the "Second Amendment"), as amended by a Third Amendment to Loan Agreement dated as of April 17, 2006, as further amended by a Fourth Amendment to Loan Agreement dated as of July 25, 2006, as further amended by a Fifth Amendment to Loan Agreement dated as of May 16, 2007 (as may be amended from time to time, the "Agreement") by and between the Borrower and the Lender pursuant to which the Lender agreed to provide certain financial accommodations to or for the benefit of the Borrower; and

WHEREAS, the Borrower has requested that the Lender extend the Loan Arrangement and amend certain terms and conditions of the Agreement, and

WHEREAS, the Lender has agreed to so amend the Agreement provided the Borrower and the Lender entered into this Sixth Amendment; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The definition of Credit Limit in Section 1(g) is hereby deleted and replaced with the following:

"Credit Limit shall mean an amount equal to Sixty Million (\$60,000,000.00) Dollars."

2. Section 1(g) of the Agreement is hereby amended by deleting the definition of Applicable Margin in its entirety and replacing it with the following:

"Applicable Margin" shall mean at any time (i) 3.50% per annum if the Total Debt Ratio (as defined in Section 10 hereof) at such time is greater than or equal to 2.5x as of such time, (ii) 3.00% per annum if the Total Debt Ratio at such time is greater than or equal to 2.0x but less than 2.5x as of such time, (iii) 2.50% per annum if the Total Debt Ratio at such time is greater than or equal to 1.5x but less than 2.0x as of such time, (iv) 2.25% per annum if the Total Debt Ratio at such time is greater than or equal to 1.0x but less than 1.5x as of such time, or (v) 2.00% per annum if the Total Debt Ratio at such time is less than 1.0x as of such time. For purposes of the foregoing, (i) the Total Debt Ratio at any time shall be the Total Debt Ratio as reported in the Compliance Certificate most recently delivered (or updated) by the Borrower to Bank pursuant to Section 8(d) hereof, and (ii) each change in the Applicable Margin pursuant to the foregoing provisions shall take effect from the date of Borrower's delivery of its most recent Compliance Certificate (or update thereof) pursuant to Section 8(d) hereof."

3. Section 1 (u) of the Agreement is hereby deleted in its entirety and replaced with the following:

"In addition to all other sums payable hereunder, the Borrower shall pay the Lender a fee equal to twenty five one-hundredths of one percent (0.25%) of the difference between: (i) the Credit Limit (as it may be reduced under clause (w) below) and (ii) the average daily balance of (x) the aggregate outstanding principal amount of loans and other extensions of credit hereunder plus (without duplication) (y) the undrawn amounts and other obligations under outstanding Letters of Credit, for each quarterly period this Agreement is in effect. Such fee shall be payable quarterly in arrears and, unless previously paid by the Borrower, shall be treated as a loan to Borrower, which shall be added to Borrower's loan balance pursuant to this Agreement."

4. Section 9 (m) of the Agreement is hereby deleted in its entirety.

5. The definition of "subordinated debt" at the end of Section 10 of the Agreement is hereby supplemented by deleting the additional language added pursuant to Section 6 of the Second Amendment and adding the following at the end of the definition:

"including, without limitation, the Borrower's 2.875% Convertible Senior Subordinated Debentures Due 2034 dated June 21, 2004 in the principal outstanding amount of \$72,780,000.00 as of August 1, 2009"

6. Section 14(a) of the Agreement is hereby amended by replacing the date "April 30, 2010" with the date "April 30, 2012".

7. The Borrower and the Lender agree that Prime Rate Loans shall no longer be available under the Agreement.

8. The Borrower hereby acknowledges and agrees that the Borrower has no claims, offsets, defenses or counterclaims against the Lender with respect to the Loan Arrangement or otherwise and to the extent the Borrower may have any such claims the Borrower hereby WAIVES and RENOUNCES such claims, offsets, defenses and counterclaims.

9. This Sixth Amendment and all other documents executed in connection herewith incorporate all discussions and negotiations between the Borrower and the Lender either expressed or implied, concerning the matters contained herein and in such other instruments, any statute, custom or use to the contrary notwithstanding. No such discussions or negotiations shall limit, modify or otherwise effect the provisions hereof. The modification amendment, or waiver of any provision of this Sixth Amendment, the Agreement or any provision under any other agreement or document entered into between the Borrower and the Lender shall not be effective unless executed in writing by the party to be charged with such modification, amendment or waiver, and if such party be the Lender, then by a duly authorized officer thereof.

10. Except as specifically modified herein, the Agreement shall remain in full force and effect as originally written, and the Borrower hereby ratifies and confirms all terms and conditions contained in the Agreement.

11. This Sixth Amendment shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts and shall take effect as a sealed instrument.

[Signature Page Follows]

3

IN WITNESS WHEREOF, the parties hereof have set their hands and seals as of the date first written above.

CRA INTERNATIONAL, INC.

By: /s/ Wayne D. Mackie
Executive Vice President, Treasurer,
Chief Financial Officer

RBS CITIZENS, NATIONAL ASSOCIATION

By: /s/ Christopher J. Wickles
Senior Vice President

4

FOURTH AMENDMENT TO REVOLVING NOTE

This Fourth Amendment to Revolving Note (the "Fourth Amendment") is made as of this 18th day of August 2009 by and between RBS Citizens, National Association, successor by merger with Citizens Bank of Massachusetts (the "Bank") having a principal office located at 28 State Street, Boston, Massachusetts 02108 and CRA International, Inc., formerly known as Charles River Associates Incorporated (the "Borrower"), a Massachusetts corporation having an office at the John Hancock Tower, 200 Clarendon Street, T-33, Boston, Massachusetts 02116-5092 to that certain Revolving Note dated January 14, 2004 executed by the Borrower in favor of the Bank (the "Note"). Any capitalized terms not otherwise defined herein shall have the same meanings designated in the Note.

WITNESSETH:

WHEREAS, the Borrower did on January 14, 2004 execute, seal and deliver to the Bank the Note which Note was amended by a First Amendment to Revolving Note dated as of March 29, 2005, a Second Amendment to Revolving Note dated as of June 20, 2005 and a Third Amendment to Revolving Note dated as of May 16, 2007; and

WHEREAS, the Borrower has requested that the Bank extend the maturity date of the Note and decrease the amount of the Note;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of whereof is hereby acknowledged, it is hereby agreed by and between the Borrower and the Bank as follows:

1. The Note is hereby amended by replacing any and all references to "Ninety Million Dollars" with "Sixty Million Dollars" and all references to "\$90,000,000.00" to "60,000,000.00".
2. The Note is hereby amended by replacing the maturity date of April 30, 2010 with April 30, 2012.
3. The Note, as amended hereby, shall remain in full force and effect and all terms hereof are hereby ratified and confirmed by the Borrower. Except for specifically provided herein, all other terms and conditions of the Note shall remain in full force and effect.
4. The Borrower by its execution of this Fourth Amendment in the space provided below, represents, warrants and agrees that the Borrower has no claims, defenses, counterclaims or offsets against the Bank in connection with the Note or any of the other documents executed in connection therewith and, to the extent that any such claim, defense, counterclaim or offset may exist, the Borrower by its execution of this

Fourth Amendment in the space provided below, hereby affirmatively WAIVES and RELEASES the Bank from same.

5. This Fourth Amendment shall take effect as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date first above written.
6. Any and all references to the Note and any instrument previously and now hereafter executed by the Borrower shall be deemed to refer to the Note as amended by this Fourth Amendment and any future amendments hereafter entered into between the Borrower and the Bank.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the date and year first above written as a sealed instrument.

WITNESS:
/s/ Lenore Jennings

CRA INTERNATIONAL, INC.

By: /s/ Wayne D. Mackie
Executive Vice President, Treasurer,
Chief Financial Officer

RBS CITIZENS, NATIONAL ASSOCIATION

By: /s/ Christopher J. Wickles
Senior Vice President