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)
July 31, 2015

PVH CORP.

(Exact name of registrant as specified in its charter)

Delaware	001-07572	13-1166910
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

200 Madison Avenue, New York, New York	10016
(Address of Principal Executive Offices)	(Zip Code)

Registrant’s telephone number, including area code (212)-381-3500

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

PVH Corp. (the "Company") issued a press release on July 31, 2015 that PVH B.V. ("PVH Europe"), a subsidiary of the Company, and Fred Gehring, Executive Chairman, Tommy Hilfiger, and Vice Chairman, PVH Corp., had entered into a new employment agreement (the "New Agreement") pursuant to which Mr. Gehring would relinquish his role as Executive Chairman, Tommy Hilfiger, and resign as a director of the Company and any of its subsidiaries. Mr. Gehring will continue to hold the title of Vice Chairman, PVH Corp. The new arrangement reflects the continued strong performance of the Tommy Hilfiger business under Daniel Grieder, Chief Executive Officer, Tommy Hilfiger (Mr. Gehring's former role), and the absence of any need for Mr. Gehring to provide support to that business on a regular basis. The Company's press release is attached as Exhibit 99.1 to this report.

The following is a summary of the material terms and conditions of the New Agreement:

The New Agreement is effective as of August 3, 2015. It provides that Mr. Gehring will hold the title of Vice Chairman, PVH Corp. (or other mutually agreeable title), and serve as an advisor to Emanuel Chirico, the Company's Chief Executive Officer, and the Company's Board on matters related to the Company and its business and growth strategies. Mr. Gehring's working hours will be reduced to 20-30% of full time (although there will be periods of time when working hours will be equivalent to full time employment and weeks when no services are performed).

Mr. Gehring's base salary will be €500,000 per annum and he will be eligible to participate in the Company's stock plans but no other incentive compensation programs. In this regard, Mr. Gehring will be eligible to receive an annual award of restricted stock units having a grant date fair value (as determined in accordance with the Company's standard practices) equal to €500,000, commencing in the Company's 2016 fiscal year. Each such award will vest on the first anniversary of the grant date, subject to his continued employment with the Company through such date; no such award will be subject to accelerated vesting upon retirement.

Mr. Gehring will be entitled to receive a one-time special cash bonus of €3,000,000, which will be paid in September 2015. The bonus is being awarded (i) in recognition of his successful transition of the Company's Tommy Hilfiger business to Mr. Grieder, (ii) as compensation for giving up any rights to a severance payment or transition compensation, and (iii) his agreement not to challenge any termination by the Company of his employment or to seek any compensation in connection with any termination of his employment. If he challenges any termination of employment or seeks any compensation in connection therewith, then the Company may demand his return to the Company of an amount equal to €1,000,000.

Mr. Gehring agreed in connection with his amended compensation arrangements to relinquish a pro rata portion of any bonus he earns with regard to the Company's 2015 fiscal year, as well as 25% of any payout of the "Growth and Retention Incentive Plan II" performance share unit award granted to him on May 6, 2013.

Mr. Gehring is eligible to participate in all employee benefits and insurance plans sponsored or maintained by the Company for executives, subject to differences in the employee benefits and insurance plans provided to him and the Company's other executives by virtue of Mr. Gehring's residence and principal workplace being in the Netherlands and to the continuation of his participation in plans that were in effect for him and the employees of Tommy Hilfiger B.V. (PVH Europe's prior name) prior to the Company's acquisition of Tommy Hilfiger B.V. (and certain related companies) in 2010. In particular, Mr. Gehring will continue to participate in the collective pension scheme of PVH Europe and the Company will continue to provide at its cost accident insurance, directors' and officer's liability insurance, and disability insurance covering Mr. Gehring. Mr. Gehring is also entitled to reimbursement of reasonable business expenses.

If Mr. Gehring's employment is terminated by either party for any reason, or if his employment is terminated due to his death, the Company will have no further obligation to him except for the payment or provision to him or his estate of (i) the portion of his base salary for periods prior to the effective date of termination accrued but unpaid (if any), (ii) all unreimbursed expenses (if any), and (iii) other payments, entitlements or benefits, if any, in accordance with terms of the applicable plans, programs, arrangements or other agreements of PVH Europe or any affiliate thereof (other than any severance plan or policy) as to which he held rights to such payments, entitlements or benefits, whether as a participant, beneficiary or otherwise on the date of termination. If Mr. Gehring becomes disabled, he is entitled to receive for the 104-week period provided under Dutch law the minimum compensation payable under Dutch law (currently 70% of the "maximum daily wage" under Dutch law (which is currently €3,032.05 per month)).

Either party may terminate the New Agreement, subject to a notice period of 45 days for Mr. Gehring and 90 days for PVH Europe. The New Agreement automatically terminates upon the end of the month in which Mr. Gehring turns the statutory pension age under Dutch law.

The New Agreement also includes certain restrictive covenants in favor of the Company. The covenants include prohibitions during and following employment against Mr. Gehring's use of confidential information and soliciting Company employees for employment by himself or anyone else and competing against the Company by accepting employment or being otherwise affiliated with a competitor listed on an exhibit to the agreement.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Exhibit
99.1	Press Release, issued by PVH Corp. on July 31, 2015.

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.

PVH CORP.

By: /s/ Mark D. Fischer
Mark D. Fischer, Executive Vice President

Date: July 31, 2015

EXHIBIT INDEX

Exhibit No.	Description of Exhibit
99.1	Press Release issued by PVH Corp. on July 31, 2015.

PVH CORP.
200 MADISON AVENUE
NEW YORK, NY 10016

FOR IMMEDIATE RELEASE:
July 31, 2015

PVH Corp. Contact:
Dana Perlman
Treasurer and Senior Vice President, Business Development & Investor Relations
(212) 381-3502
investorrelations@pvh.com

PVH CORP. ANNOUNCES NEW AGREEMENT WITH AND REVISED ROLE FOR FRED GEHRING

NEW YORK, NEW YORK -- (BUSINESS WIRE) – July 31, 2015 – PVH Corp. [NYSE: PVH] today announced that it has entered into a new employment agreement with Fred Gehring, currently Executive Chairman, Tommy Hilfiger, and Vice Chairman, PVH Corp. The agreement provides for Mr. Gehring to relinquish his role as Executive Chairman, Tommy Hilfiger, and reflects the continued strong performance of the Tommy Hilfiger business under the leadership of Tommy Hilfiger CEO Daniel Grieder, which role Daniel assumed in July 2014. Mr. Gehring will continue in his role of Vice Chairman, PVH, serving as an advisor to Manny Chirico, PVH's Chairman and Chief Executive Officer, and the PVH Board on matters related to PVH's business and growth strategies. In connection with this change, Mr. Gehring will also step down as a member of PVH Corp.'s Board of Directors. The new agreement and arrangements are effective August 1, 2015.

"Fred Gehring has been an exceptional partner since our 2010 acquisition of Tommy Hilfiger. Under his guidance, *Tommy Hilfiger* has consistently been a top performer designer brand and he has seen to the seamless transition of the Tommy Hilfiger leadership to Daniel Grieder," said Mr. Chirico. "Daniel, who has been with Tommy for over 17 years, has worked with Fred, helping grow the European business and position the Tommy Hilfiger organization for long term growth. Daniel has done an outstanding job transitioning into the CEO role for the Tommy Hilfiger business over the last year, as well as integrating the Calvin Klein Europe business into PVH Europe, which he also leads. I am confident that he will continue to take Tommy Hilfiger to the next level. Concluding his comments, Mr. Chirico said, "Fred's involvement with the Company will continue in his role as a strategic advisor, where he will play an important role in helping guide and shape the growth and future of PVH."

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About The Tommy Hilfiger Group
With a premium lifestyle brand portfolio that includes *Tommy Hilfiger*, *Hilfiger Denim* and *Tommy Girl*, the Tommy Hilfiger Group is one of the world's most recognized designer apparel groups. Its focus is designing and marketing high-quality menswear, womenswear, children's apparel and denim collections. Through select licensees, the Group offers complementary lifestyle products such as sportswear for men, women, juniors and children; footwear; athletic apparel (golf, swim and sailing); bodywear (underwear, robes and sleepwear); eyewear; sunwear; watches; handbags; men's tailored clothing; men's dress furnishings; socks; small leather goods; fragrances; home and bedding products; bathroom accessories; and luggage. The *Hilfiger Denim* product line consists of jeanswear and footwear for men, women and children; bags; accessories; eyewear and fragrance. Merchandise under the *Tommy Hilfiger* brands is available to consumers worldwide through an extensive network of *Tommy Hilfiger* retail stores, leading specialty and department stores and other select retailers and retail channels.

About PVH Corp.
PVH Corp., one of the world's largest apparel companies, owns and markets the iconic *Calvin Klein* and *Tommy Hilfiger* brands worldwide. It is the world's largest shirt and neckwear company and markets a variety of goods under its own brands, *Van Heusen*, *Calvin Klein*, *Tommy Hilfiger*, *IZOD*, *ARROW*, *Warner's* and *Olga*, and its licensed brands, including *Speedo*, *Geoffrey Beene*, *Kenneth Cole New York*, *Kenneth Cole Reaction*, *MICHAEL Michael Kors*, *Sean J*ohn, *Chaps*, and *Ike Behar*.

SAFE HARBOR STATEMENT UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995: Forward-looking statements in this press release, including, without limitation, statements relating to our plans, strategies, objectives, expectations and intentions are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Investors are cautioned that such forward-looking statements are inherently subject to risks and uncertainties, many of which cannot be predicted with accuracy, and some of which might not be anticipated, including, without limitation, the following: (i) our plans, strategies, objectives, expectations and intentions are subject to change at any time at our discretion; (ii) we may be considered to be highly leveraged, and will have to use a significant portion of our cash flows to service such indebtedness, as a result of which we might not have sufficient funds to operate our businesses in the manner we intend or have operated in the past; (iii) the levels of sales of our apparel, footwear and related products, both to our wholesale customers and in our retail stores, the levels of sales of our licensees at wholesale and retail, and the extent of discounts and promotional pricing in which we and our licensees and other business partners are required to engage, all of which can be affected by weather conditions, changes in the economy, fuel prices, reductions in travel, fashion trends, consolidations, repositionings and bankruptcies in the retail industries, repositionings of brands by our licensors and other factors; (iv) our plans and results of operations will be affected by our ability to manage our growth and inventory, including our ability to realize benefits from our acquisition of The Warnaco Group, Inc. (“Warnaco”); (v) our operations and results could be affected by quota restrictions and the imposition of safeguard controls (which, among other things, could limit our ability to produce products in cost-effective countries that have the labor and technical expertise needed), the availability and cost of raw materials, our ability to adjust timely to changes in trade regulations and the migration and development of manufacturers (which can affect where our products can best be produced), changes in available factory and shipping capacity, wage and shipping cost escalation, and civil conflict, war or terrorist acts, the threat of any of the foregoing, or political and labor instability in any of the countries where our or our licensees’ or other business partners’ products are sold, produced or are planned to be sold or produced; (vi) disease epidemics and health related concerns, which could result in closed factories, reduced workforces, scarcity of raw materials and scrutiny or embargoing of goods produced in infected areas, as well as reduced consumer traffic and purchasing, as consumers become ill or limit or cease shopping in order to avoid exposure; (vii) acquisitions and issues arising with acquisitions and proposed transactions, including, without limitation, the ability to integrate an acquired entity, such as Warnaco, into us with no substantial adverse effect on the acquired entity’s or our existing operations, employee relationships, vendor relationships, customer relationships or financial performance; (viii) the failure of our licensees to market successfully licensed products or to preserve the value of our brands, or their misuse of our brands; and (ix) other risks and uncertainties indicated from time to time in our filings with the Securities and Exchange Commission.

The Company does not undertake any obligation to update publicly any forward-looking statement, whether as a result of the receipt of new information, future events or otherwise.