

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): May 13, 2005

INTEGRA LIFESCIENCES HOLDINGS CORPORATION
(Exact name of Registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	0-26224 (Commission File Number)	51-0317849 (I.R.S. Employer Identification No.)
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311 Enterprise Drive
Plainsboro, NJ 08536
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (609)275-0500

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.

FIRST AMENDMENT TO THE INTEGRA LIFESCIENCES HOLDINGS CORPORATION 2003 EQUITY INCENTIVE PLAN

On May 17, 2005, the stockholders of Integra LifeSciences Holdings Corporation (the "Company") approved the First Amendment to the Integra LifeSciences Holdings Corporation 2003 Equity Incentive Plan. The amendment was approved by the Board of Directors of the Company, subject to approval by stockholders, on February 22, 2005.

The amendment increases the number of shares of common stock authorized for issuance under the plan from 2,500,000 to 4,000,000 and makes certain administrative amendments.

A copy of the amendment is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference into this Item.

RESTRICTED STOCK AGREEMENT

On May 17, 2005, the Board of Directors approved the form of restricted stock agreement for awards of restricted stock made to non-employee directors who elect to receive all or a portion of their annual retainer of \$40,000 in restricted stock. The shares of restricted stock will be issued under the Integra LifeSciences Holdings Corporation 2003 Equity Incentive Plan.

A copy of the form is attached as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated by reference into this Item.

ITEM 5.02. DEPARTURE OF DIRECTORS OR PRINCIPAL OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF PRINCIPAL OFFICERS.

(b) On May 13, 2005, Mr. Neal Moszkowski notified the Board of Directors that he would not stand for re-election as a director at the annual meeting of stockholders. Mr. Moszkowski's letter to Board of Directors is attached as Exhibit 17.1 to this Current Report on Form 8-K and is incorporated by reference into this Item.

ITEM 8.01. OTHER EVENTS.

On May 17, the Company held its annual meeting of stockholders. As result of Mr. Moszkowski's decision not to stand for re-election as a director (as described in Item 5.02(a) above), the Company's Board of Directors reduced the number of members of the Board of Directors from seven to six prior to the meeting. A copy of the press release issued by the Company announcing the results of its annual meeting is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference into this Item.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(c) Exhibits.

Exhibit Number	Description of Exhibit
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10.1	First Amendment to the Integra LifeSciences Holdings Corporation 2003 Equity Incentive Plan
10.2	Form of Restricted Stock Agreement for non-employee directors under the Integra LifeSciences Holdings Corporation 2003 Equity Incentive Plan
17.1	Letter from Neal Moszkowski dated May 13, 2005
99.1	Press release issued May 17, 2005

SIGNATURES

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.

INTEGRA LIFESCIENCES HOLDINGS CORPORATION

Date: May 17, 2005

By: /s/ Stuart M. Essig

Stuart M. Essig
President and Chief Executive Officer

Exhibit Index

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FIRST AMENDMENT TO THE
INTEGRA LIFESCIENCES HOLDINGS CORPORATION
2003 Equity Incentive Plan

This First Amendment (the "Amendment") to the Integra LifeSciences Holdings Corporation 2003 Equity Incentive Plan (the "Plan"), which was approved by the Board of Directors of Integra LifeSciences Holdings Corporation (the "Company") on February 22, 2005 and made effective as of May 17, 2005, amends the Plan as follows:

1. The first sentence of Section 5 is hereby amended to read in its entirety as follows:

"The aggregate number of Shares that may be delivered under the Plan is 4,000,000."

2. Section 2(g) is hereby amended to read in its entirety as follows:

"Committee" shall mean the Company's Compensation Committee of the Board, which shall consist solely of not fewer than two directors of the Company who shall be appointed by, and serve at the pleasure of, the Board (taking into consideration the rules under section 16(b) of the Exchange Act and the requirements of section 162(m) of the Code)."

IN WITNESS WHEREOF, the undersigned, a duly authorized officer of the Company, has caused this First Amendment to be executed on this 17th day of May, 2005.

INTEGRA LIFESCIENCES HOLDINGS CORPORATION

By: /s/ Stuart M. Essig

Name: Stuart M. Essig
Title: President and Chief Executive Officer

RESTRICTED STOCK AGREEMENT

THIS RESTRICTED STOCK AGREEMENT (the "Award Agreement"), dated as of _____ (the "Award Date"), is made by and between Integra LifeSciences Holdings Corporation, a Delaware corporation (the "Company"), and _____, [an employee] or [an Associate] of the Company (or one or more of its Related Corporations or Affiliates), hereinafter referred to as the "Participant":

WHEREAS, the Company maintains the Integra LifeSciences Holdings Corporation 2003 Equity Incentive Plan, as amended (the "Plan") and wishes to carry out the Plan, the terms of which are hereby incorporated by reference and made part of this Award Agreement; and

NOW, THEREFORE, in consideration of the various covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

Capitalized terms not otherwise defined below shall have the meaning set forth in the Plan. The masculine pronoun shall include the feminine and neuter, and the singular the plural, where the context so indicates.

Section 1.1 Restricted Stock. "Restricted Stock" shall mean _____ shares of Common Stock of the Company issued under this Award Agreement and subject to the Restrictions imposed hereunder.

Section 1.2 Restrictions. "Restrictions" shall mean the forfeiture and transferability restrictions imposed upon Restricted Stock under the Plan and this Award Agreement.

Section 1.3 Rule 16b-3. "Rule 16b-3" shall mean that certain Rule 16b-3 under the Exchange Act, as such Rule may be amended from time to time.

Section 1.4 Secretary. "Secretary" shall mean the Secretary of the Company.

Section 1.5 Termination of Service. "Termination of Service" shall mean the time when the Participant ceases to provide services to the Company and its Related Corporations and Affiliates as an employee or Associate for any reason with or without cause, including, but not by way of limitation, a termination by resignation, discharge, death, or Disability, but excluding a termination where the Participant is simultaneously reemployed by, or remains employed by, or continues to provide services to, the Company and/or one or more of its Related Corporations and Affiliates or a successor entity thereto.

Section 1.6 Vested Shares. "Vested Shares" shall mean the share of Restricted Stock which are no longer subject to the Restrictions by reason of Section 3.2.

Section 1.7 Vesting Date. "Vesting Date" shall mean the six month anniversary of the Award Date.

ARTICLE II. ISSUANCE OF RESTRICTED STOCK

Section 2.1 Issuance of Restricted Stock. On the date hereof the Company issues to the Participant the Restricted Stock subject to the Restrictions and other conditions set forth in this Award Agreement. The Company shall cause the Restricted Stock to be issued in the name of the Participant or held in book entry form, but if a stock certificate is issued it shall be delivered to and held in custody by the Company until the Restrictions lapse or such Restricted Stock is forfeited. As a further condition to the Company's obligations under this Award Agreement, the Participant's spouse, if any, shall execute and deliver to the Company the Consent of Spouse attached hereto as Exhibit A.

Section 2.2 Restrictions. Until vested pursuant to Section 3.2, the Restricted Stock shall be subject to forfeiture as provided in Section 3.1 and may not be sold, assigned, transferred, pledged, or otherwise encumbered or disposed of.

Section 2.3 Vesting and Dividend Rights. The Participant, shall have all the rights of a stockholder with respect to his Restricted Stock, including the right to vote the Restricted Stock and the right to receive all dividends or other distributions paid or made with respect to the Restricted

Stock.

ARTICLE III.
RESTRICTIONS

Section 3.1 Forfeiture. Upon the Participant's Termination of Service, the Participant's rights in Restricted Stock that has not yet vested pursuant to Section 3.2 shall lapse, and such Restricted Stock shall be surrendered to the Company without consideration (and, in the event of certificates representing such Restricted Stock are held by the Company, such Restricted Stock shall be so transferred without any further action by the Participant).

Section 3.2 Termination of Restrictions. The Restrictions shall terminate and lapse, and such shares shall vest in the Participant and become Vested Shares on the Vesting Date, provided that the Participant has continued to serve as an employee or an Associate from the Award Date to and including the Vesting Date. Notwithstanding the foregoing, upon a Change in Control, all Restrictions shall lapse and all Restricted Stock shall become Vested Shares.

Section 3.3 Lapse of Restrictions. Upon the Vesting Date, the Company shall issue new certificates evidencing the Vested Shares and delivered to the Participant or his legal representative, free from the legend provided for in Section 4.2 and any of the other Restrictions; provided, however, such certificates shall bear any other legends as the Company may determine are required to comply with Section 4.6. Such Vested Shares shall cease to be considered Restricted Stock subject to the terms and conditions of this Award Agreement. Notwithstanding the foregoing, no such new certificate shall be delivered to the Participant or his legal representative unless and until the Participant or his legal representative shall have paid to the Company in cash or by check the full amount of all federal, state and local withholding or other employment taxes applicable to the taxable income of the Participant resulting from the lapse of the Restrictions.

ARTICLE IV.
MISCELLANEOUS

Section 4.1 No Additional Rights. Nothing in this Award Agreement or in the Plan shall confer upon any person any right to a position as an Associate or continued employment by the Company or any of its Related Corporations or Affiliates or affect in any way the right of any of the foregoing to terminate the services of an individual at any time.

Section 4.2 Legend. Any certificates representing shares of Restricted Stock issued pursuant to this Award Agreement shall, until all Restrictions lapse and new certificates are issued pursuant to Section 3.3, bear the following legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN VESTING REQUIREMENTS AND MAY BE SUBJECT TO FORFEITURE UNDER THE TERMS OF THAT CERTAIN RESTRICTED STOCK AGREEMENT BY AND BETWEEN INTEGRA LIFESCIENCES HOLDINGS CORPORATION AND THE HOLDER OF THE SECURITIES. PRIOR TO VESTING OF OWNERSHIP IN THE SECURITIES, THEY MAY NOT BE, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, OR OTHERWISE ENCUMBERED OR DISPOSED OF UNDER ANY CIRCUMSTANCES. COPIES OF THE ABOVE REFERENCED AGREEMENT ARE ON FILE AT THE OFFICES OF THE CORPORATION AT 311 ENTERPRISE DRIVE, PLAINSBORO, NEW JERSEY 08536.

Section 4.3 Tax Withholding. On the Vesting Date, the Company shall notify the Participant of the amount of tax which must be withheld by the Company under all applicable federal, state and local tax laws. The Participant agrees to make arrangements with the Company to (a) remit a cash payment of the required amount to the Company or (b) to authorize the deduction of such amounts from the Participant's compensation.

Section 4.4 Notices. Any notice to be given under the terms of this Award Agreement to the Company shall be addressed to the Company in care of its Secretary, and any notice to be given to the Participant shall be addressed to him at the address given beneath his signature hereto. By a notice given pursuant to this Section 4.4, either party may hereafter designate a different address for notices to be given to it or him. Any notice which is required to be given to the Participant shall, if the Participant is then deceased, be given to the Participant's personal representative if such representative has previously informed the Company of his status and address by written notice under this Section 4.4. Any notice shall have been deemed duly given when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

Section 4.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

Section 4.6 Conformity to Securities Laws. This Award Agreement is intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, including without limitation Rule 16b-3. Notwithstanding anything herein to the contrary,

this Award Agreement shall be administered, and the Restricted Stock shall be issued, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, this Award Agreement and the Restricted Stock issued hereunder shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

Section 4.7 Amendment. This Award Agreement may be amended only by a writing executed by the parties hereto which specifically states that it is amending this Award Agreement.

Section 4.8 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Award Agreement regardless of the law that might be applied under principles of conflicts of laws.

IN WITNESS WHEREOF, this Award Agreement has been executed and delivered by the parties hereto.

THE PARTICIPANT ----- [Name] ----- Address	INTEGRA LIFESCIENCES HOLDINGS CORPORATION By: ----- Name: ----- Title: ----- -----
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EXHIBIT A

CONSENT OF SPOUSE

I, _____, spouse of _____ have read and approve the foregoing Award Agreement. In consideration of granting of the right to my spouse to purchase shares of Integra LifeSciences Holdings Corporation as set forth in the Award Agreement, I hereby appoint my spouse as my attorney-in-fact in respect to the exercise of any rights under the Award Agreement and agree to be bound by the provisions of the Award Agreement insofar as I may have any rights in said Award Agreement or any shares issued pursuant thereto under the community property laws or similar laws relating to marital property in effect in the state of our residence as of the date of the signing of the foregoing Award Agreement.

Dated: _____, _____

[Spouse's Name]

Neal Moszkowski
888 Seventh Avenue
New York, NY 10106

May 13, 2005

Richard E. Caruso
Chairman of the Board of Directors
Integra LifeSciences Holdings Corporation
311 Enterprise Drive
Plainsboro, NJ 08536

Dear Richard,

I have decided not to stand for re-election as a director of Integra LifeSciences Holdings Corporation at the annual meeting of stockholders to be held on May 17, 2005. As you know, my new firm TowerBrook Capital Partners, L.P. has been formed as a consequence of a spinout from Soros Fund Management LLC, and is not responsible for the management of the continuing Soros investment in Integra. Thus, this is an appropriate moment for me to end my service on Integra's Board. My decision was not the result of any disagreement with Integra's management or auditors on any matter relating to the Integra's operations, policies or practices.

It has been a pleasure working with you over the last six years. I wish you and Integra continued success.

Very truly yours,

/s/ Neal Moszkowski

Neal Moszkowski

cc: Board of Directors
Integra LifeSciences Holdings Corporation
Stuart M. Essig

Contact:

Integra LifeSciences Holdings Corporation

John B. Henneman, III
Executive Vice President and
Chief Administrative Officer
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Senior Director of Corporate Development
and Investor Relations
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Integra LifeSciences Announces Results of
Stockholders' Vote at Annual Meeting

Plainsboro, New Jersey, May 17, 2005 -- Integra LifeSciences Holdings Corporation (Nasdaq: IART) announced at the annual meeting of stockholders today that David C. Auth, Ph.D., Keith Bradley, Ph.D., Richard E. Caruso, Ph.D., Stuart M. Essig, James M. Sullivan, and Anne M. VanLent were elected to the Company's Board of Directors for one-year terms. Mr. Neal Moszkowski notified the Board of Directors that he decided not to stand for re-election as a director at the annual meeting as a result of his new firm TowerBrook Capital Partners, L.P. being formed as a consequence of a spinout from Soros Fund Management LLC and no longer being responsible for the management of the continuing Soros investment in Integra. Stockholders also ratified the appointment of PricewaterhouseCoopers LLP as the Company's independent auditors and approved an amendment to the Company's 2003 Equity Incentive Plan that increased the number of shares authorized for issuance under the Plan from 2,500,000 to 4,000,000.

Integra LifeSciences Holdings Corporation is a diversified medical technology company that develops, manufactures, and markets medical devices for use in a variety of applications. The primary applications for our products are neuro-trauma and neurosurgery, reconstructive surgery and general surgery. Integra is a leader in applying the principles of biotechnology to medical devices that improve patients' quality of life. Our corporate headquarters are in Plainsboro, New Jersey, and we have manufacturing and research facilities located throughout the world. We have approximately 1,200 employees. Please visit our website at (<http://www.integra-LS.com>).

Source: Integra LifeSciences Holdings Corporation