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

May 4, 2016
Date of report (Date of earliest event reported)

QUAKER CHEMICAL CORPORATION
(Exact Name of Registrant as Specified in Charter)

Commission File Number 001-12019

PENNSYLVANIA **(State or other jurisdiction of incorporation or organization)**	**No. 23-0993790** **(I.R.S. Employer Identification No.)**

One Quaker Park
901 E. Hector Street
Conshohocken, Pennsylvania 19428
(Address of principal executive offices)
(Zip Code)

(610) 832-4000
(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))

INFORMATION TO BE INCLUDED IN THE REPORT

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

At the Annual Meeting of Shareholders of Quaker Chemical Corporation ("Quaker") held on May 4, 2016 (the "2016 Annual Meeting"), Quaker's shareholders, upon the recommendation of Quaker's Board of Directors (the "Board of Directors"), among other things, approved the adoption of the following: (i) the Quaker Chemical Corporation Global Annual Incentive Plan (the "GAIP") to allow bonus awards under the GAIP to qualify as performance-based compensation not subject to a limit on deductibility under Section 162(m) of the Internal Revenue Code; and (ii) the Quaker Chemical Corporation 2016 Long-Term Performance Incentive Plan (the "2016 LTIP").

The GAIP

The GAIP is intended to provide employees of Quaker or a subsidiary of Quaker, including its named executive officers, with an opportunity to receive incentive bonuses based on the achievement of objective, pre-established criteria and performance targets. Currently, awards are made annually and payment is based on performance during the fiscal year. However, the Compensation/Management Development Committee of the Board of Directors (the "Committee") may designate performance periods that are longer or shorter than a fiscal year. For the 2016 calendar year performance period, 487 employees are eligible to participate in the GAIP. At the beginning of each performance period, the Committee intends to identify the employees who are eligible to participate and each participant's maximum award, which typically is a specified percentage of his or her base salary. The Committee also intends to establish a schedule or matrix of one or more performance criteria and performance targets for each participant (or group of participants), which will show the percentage of the target and maximum award payable under various levels of achieved performance. The Committee may select one or more performance criteria for each participant (or group of participants) from the following list: profit before taxes, profit after taxes, earnings before or after taxes, interest, depreciation and/or amortization, stock price, market share, gross revenue, net revenue, pre-tax income, operating income, cash flow, earnings per share, return on equity, return on invested capital or assets, cost reductions and savings, return on revenues or productivity, or any variations of these business criteria. The Committee may also modify the business criteria to take into account significant non-recurring items or provide for adjustment to reflect business costs and expenses as the Committee deems appropriate, but any modification or adjustment may not increase the amount payable to any "covered employee" under Section 162(m) of the Internal Revenue Code (i.e., Quaker's Chief Executive Officer and its three most highly compensated officers other than the Chief Executive Officer or the Chief Financial Officer), unless the modification is specified during the period in which the performance goals are established. The criteria may be applied to the individual, a division, a regional business unit, Quaker or a subsidiary of Quaker. Additional business criteria on which an individual's performance may be measured are: implementing policies and plans, negotiating transactions and sales, developing long-term business goals and exercising managerial responsibilities.

The maximum bonus that an eligible employee may earn under the GAIP for a year is set as a percentage of the employee's base salary. The bonus earned is based on achievement of both corporate financial and individual objectives. Corporate financial objectives are typically determined based on the budget for the coming year with the target bonus set at or around budgeted consolidated net income. The actual bonus will vary depending on actual performance. The individual objectives are further divided into regional objectives for regional associates and individual objectives for non-regional associates. The total amount of an individual's GAIP bonus can never exceed his or her overall maximum bonus opportunity. If the sum of the actual corporate bonus earned and the regional bonus earned exceeds the overall maximum opportunity, the regional bonus earned will be limited to the individual's overall maximum opportunity. Depending upon the performance level achieved, the bonus amount can be as high as the maximum or, if performance in a particular year is at expected levels, then payout will be at target. If performance is below the threshold level(s) of financial performance, no bonus will be paid other than what, if any, may be earned on attainment of individual goals.

At the end of the performance period, the Committee will determine the extent of achievement of the pre-established performance targets for each criterion. The level of achievement attained will be applied to the schedule or matrix to determine the percentage (if any) of the participant's target award earned for the performance period. The Committee may not increase the amount of compensation that would otherwise be payable to a covered employee upon achievement of performance targets, but it may reduce a participant's award if it believes such action would be in the best interests of Quaker and its shareholders. Bonuses will be paid as soon as practicable after the close of the performance period for which they are earned, in cash or common stock equal in value to the cash otherwise payable. No bonus will be paid to any participant who is not an employee on the date the bonus is scheduled to be paid, with certain exceptions in the event of death, disability, retirement or other circumstances determined by the Committee. Under the GAIP, if there is a change in control (as defined in the GAIP) of Quaker, any earned and unpaid bonus for the prior performance period and the target bonus for the current period will be paid to the participant. Also, if a participant terminates employment before the bonus is paid, the Committee has the discretion to pay the bonus, in full or in part (except that a covered employee may not receive more than a pro rata portion based on active service during the performance period). Except with respect to covered employees, the Committee also has the discretion to pay a bonus if performance targets were not achieved for the performance period.

The maximum cash bonus that may be paid to any individual with respect to performance periods ending in any year is $3,000,000. The maximum stock bonus that may be paid to any individual with respect to performance periods ending in any year is 100,000 shares of common stock. A total of 500,000 shares of common stock has been reserved for bonuses under the GAIP of which 304,900 shares remain available for future bonuses and have been registered with the Securities and Exchange Commission pursuant to a Registration Statement on Form S-8. The stock limits will be adjusted to reflect certain changes in Quaker's capitalization, such as stock splits and stock dividends. If an award expires, terminates, is forfeited or is settled in cash rather than common stock, the common stock not issued under that award will again become available for grant under the GAIP.

The 2016 LTIP

There are six types of awards that may be granted under the 2016 LTIP:

- options to purchase common stock;
- stock appreciation rights, which give the participant the right to appreciation in the value of common stock between the date of grant and the date of exercise;
- restricted stock, which is common stock that vests on achievement of performance goals (referred to as performance stock) or other conditions such as continued employment for a stated period;
- restricted stock units, which represent the right to receive common stock (or cash) on achievement of performance goals (referred to as performance stock units) or other conditions such as continued employment for a stated period;
- stock grants that are fully vested; and
- performance incentive units, which represent the right to receive cash on achievement of performance goals.

Quaker has reserved 600,000 shares of common stock for issuance under the 2016 LTIP. During any calendar year, no employee may be granted:

- options covering more than 300,000 shares of common stock;
- stock appreciation rights representing appreciation on more than 300,000 shares of common stock;
- performance stock for more than 300,000 shares of common stock; or
- performance stock units representing more than 300,000 shares of common stock.

In addition, there are limits on the total number of shares of common stock available for certain types of awards over the life of the 2016 LTIP: restricted stock (300,000 shares); restricted stock units (300,000 shares); and stock grants (250,000 shares). Each of these limits is subject to adjustment for certain changes in Quaker's capitalization such as stock dividends, stock splits, combinations or similar events. If an award expires, terminates, is forfeited or is settled in cash rather than common stock, the common stock not issued under that award will again become available for grant under the 2016 LTIP.

The foregoing descriptions of the GAIP and the 2016 LTIP are qualified in their entirety by reference to the GAIP and the 2016 LTIP, copies of which are included as exhibits to this Report and are incorporated herein by reference.

Item 5.07 Submission of Matters to a Vote of Security Holders.

As of March 1, 2016, the record date for the 2016 Annual Meeting, Quaker estimated that the holders of 759,416 shares of Quaker's common stock were entitled to cast ten votes for each share held and that the holders of 12,475,718 shares of Quaker's common stock were entitled to cast one vote for each share held. After taking into account the information received thereafter from shareholders asserting their ten for one voting rights, shareholders present in person or by proxy at the 2016 Annual Meeting were entitled to cast an aggregate of 32,611,273 votes. Set forth below are the matters acted upon by the shareholders at the 2016 Annual Meeting and the final voting results of each such proposal.

Proposal No. 1 – Election of Directors

The shareholders elected three directors to serve a three-year term until the 2019 annual meeting of shareholders and until their respective successors are duly elected and qualified. The results of the vote were as follows:

Directors	For	Withhold	Broker Non-Votes
Mark A. Douglas	24,462,888	7,318,258	830,127
William H. Osborne	31,173,524	607,622	830,127
Fay West	31,627,916	153,230	830,127

Proposal No. 2 –Approval of the Global Annual Incentive Plan

The shareholders approved the adoption of the GAIP. The results of the vote were as follows:

For	Against	Abstain	Broker Non-Votes
26,396,897	5,338,917	45,332	830,127

Proposal No. 3 –Approval of the 2016 Long-Term Performance Incentive Plan

The shareholders approved the adoption of the 2016 LTIP. The results of the vote were as follows:

For	Against	Abstain	Broker Non-Votes
28,262,914	3,470,280	47,952	830,127

Proposal No. 4 – Ratification of Appointment of Independent Registered Public Accounting Firm for Fiscal Year 2016

The shareholders voted to ratify the appointment of PricewaterhouseCoopers LLP as Quaker's independent registered public accounting firm for the fiscal year 2016. The results of the vote were as follows:

For	Against	Abstain
32,541,194	51,613	18,466

Item 9.01. Financial Statements and Exhibits.

The following exhibits are included as part of this report:

Exhibit No.	Description
10.1	The Quaker Chemical Corporation Global Annual Incentive Plan. Incorporated herein by reference to Appendix B to Quaker's definitive proxy statement filed on March 28, 2016.
10.2	The Quaker Chemical Corporation 2016 Long-Term Performance Incentive Plan. Incorporated herein by reference to Appendix C to Quaker's definitive proxy statement filed on March 28, 2016.
10.3	Form of Restricted Stock Award Letter Agreement under the Quaker Chemical Corporation 2016 Long-Term Performance Incentive Plan.
10.4	Form of Restricted Stock Unit Letter Agreement under the Quaker Chemical Corporation 2016 Long-Term Performance Incentive Plan.

SIGNATURE

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.

QUAKER CHEMICAL CORPORATION

Date: May 6, 2016

By: /s/ Robert T. Traub
Robert T. Traub
Vice President, General Counsel and Corporate Secretary

EXHIBIT INDEX

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10.3	Form of Restricted Stock Award Letter Agreement under the Quaker Chemical Corporation 2016 Long-Term Performance Incentive Plan.
10.4	Form of Restricted Stock Unit Letter Agreement under the Quaker Chemical Corporation 2016 Long-Term Performance Incentive Plan.

Exhibit 10.3

[DATE]

[NAME]
[ADDRESS]
[CITY], [STATE] [ZIP CODE]

RE: Restricted Stock Award Pursuant to the 2016 Long-Term Performance Incentive Plan

Dear [NAME]:

I am pleased to confirm that the Compensation/Management Development Committee (the "Committee") of the Board of Directors of Quaker Chemical Corporation (the "Company") has approved the award (the "Award") to you of shares of $1.00 par value Common Stock of the Company as a Restricted Stock Award under the Quaker Chemical Corporation 2016 Long-Term Performance Incentive Plan (the "Plan"). Subject to your acceptance of the terms and conditions of this Award set forth in this letter agreement (the "Agreement"), this Award is effective as of [DATE] (the "Effective Date"). Except as provided herein and in the Plan, shares of Restricted Stock subject to this Award will vest in a single installment on [DATE] (the "Vesting Date") (the period from the Effective Date to the Vesting Date, the "Restriction Period").

The terms and conditions of this Award are governed by this Agreement and the Plan (a copy of which is attached hereto). Unless otherwise defined herein, terms used in this Agreement have the meanings assigned to them in the Plan. In the event of any inconsistency between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall govern.

1. As soon as practicable after the Effective Date of this Award, the Company will transfer into a book entry account, opened in your name with our transfer agent, the number of shares of Common Stock designated in this Award.

2. Shares of Restricted Stock transferred under paragraph 1 are subject to certain restrictions for so long as such shares remain unvested and subject to a risk of forfeiture. Shares of Restricted Stock that have not fully vested under the vesting provisions described herein, notwithstanding your right to vote such stock and receive dividends thereon, may not be sold, assigned, transferred, exchanged, pledged, hypothecated or otherwise encumbered. You may, however, grant to another person a revocable proxy to vote unvested shares of Restricted Stock at a Company stockholders' meeting.

3. You (or your beneficiary) will have full voting rights with respect to shares of Restricted Stock granted to you in this Award.

4. You will be entitled to receive cash dividends on shares of Restricted Stock payable to shareholders of record after the Effective Date (unless and until such Restricted Stock is forfeited). Cash dividends paid on unvested shares of Restricted Stock will be treated as ordinary compensation and are subject to withholding. Any stock dividends (or other non-cash dividends) on shares of Restricted Stock will be subject to the same restrictions as the Restricted Stock.

5. Under the Plan, unvested shares of Restricted Stock will be forfeited immediately after your Termination of Service with the Company and its subsidiaries, unless such termination is due to your death or your Total Disability or on or after you attain age 60, in which case the restrictions will lapse on the date of termination on a pro rata basis (based on the number of full months of active service with the Company or a subsidiary during the Restriction Period over the total number of full months in the Restriction Period). Restrictions will also lapse prior to the vesting date set forth above upon a Change in Control which occurs before your Termination of Service.

6. Subject to satisfaction of any tax withholding obligation as described below, shares of Restricted Stock that are no longer subject to forfeiture will be delivered to you or your beneficiary as soon as practicable after the date on which they irrevocably vest. Upon the vesting of shares of Restricted Stock, the prohibition against the sale or transfer of such shares will be lifted and such shares may be treated as any other shares of Common Stock of the Company owned by you, subject to the Company's stock ownership guidelines and any restrictions on transfer that may be applicable under Federal securities laws or the Company's insider trading policy. Delivery of such shares of Restricted Stock to you or your beneficiary upon vesting will be subject to withholding by the Company of amounts sufficient to cover the applicable withholding obligations. In the event that any required tax withholding upon the settlement of such Awards exceeds your other compensation due from the Company, you agree to remit to the Company, as a condition to the settlement of such Awards, such additional amounts in cash as are necessary to satisfy such required withholding. Any and all withholding obligations may be settled with shares of Common Stock.

7. Nothing in the Plan or this Agreement will be construed as creating any right in the Participant to continued employment, or as altering or amending the existing terms and conditions of the Participant's employment.

8. To the extent not preempted by Federal law, this Agreement shall be construed, administered and governed in all respects under and by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of laws principles.

9. This Agreement contains all the understandings between the parties hereto pertaining to the matter referred to herein, and supersedes all undertakings and agreements, whether oral or in writing, previously entered into by them with respect thereto. You represent that, in executing this Agreement, you have not relied upon any representation or statement not set forth herein made by the Company with regard to the subject matter of this Agreement.

Very truly yours,

QUAKER CHEMICAL CORPORATION

ACCEPTED: ______________________________
[NAME]

Exhibit 10.4

[DATE]

[NAME]
[ADDRESS]
[CITY], [STATE] [ZIP CODE]

RE: Restricted Stock Unit Award Pursuant to the 2016 Long-Term Performance Incentive Plan

Dear [NAME]:

I am pleased to confirm that the Compensation/Management Development Committee (the "Committee") of the Board of Directors of Quaker Chemical Corporation (the "Company") has approved the award (the "Award") to you of Restricted Stock Units ("RSUs") under the Quaker Chemical Corporation 2016 Long-Term Performance Incentive Plan (the "Plan"). Each vested RSU entitles you to receive one share of Common Stock of the Company on the Distribution Date. Subject to your acceptance of the terms and conditions of this Award set forth in this letter agreement (the "Agreement"), this Award is effective as of [DATE] (the "Effective Date"). Except as provided herein and in the Plan, RSUs subject to this Award will vest in a single installment on [DATE] (the "Vesting Date") (the period from the Effective Date to the Vesting Date, the "Vesting Period").

The terms and conditions of this Award are governed by this Agreement and the Plan (a copy of which is attached hereto). Unless otherwise defined herein, terms used in this Agreement have the meanings assigned to them in the Plan. In the event of any inconsistency between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall govern.

1. As soon as practicable after the Effective Date of this Award, your RSUs will be credited to a separate book entry account established and maintained by the Company on your behalf.

2. Your RSUs may not be sold, assigned, transferred, exchanged, pledged, hypothecated or otherwise encumbered.

3. Your RSUs are not actual shares of Common Stock, and you cannot exercise any voting rights on them until the Distribution Date.

4. On each date that the Company pays a cash dividend on a share of Common Stock, the Company will credit to your book entry account an additional number of RSUs equal to the total number of RSUs credited to your account on such date, multiplied by the amount of the per share cash dividend, and divided by the Fair Market Value of a share of Common Stock on such date. RSUs credited pursuant to this paragraph will be subject to the same terms and conditions as the RSUs to which the dividend equivalent rights relate.

5. Under the Plan, unvested RSUs will be forfeited immediately after your Termination of Service with the Company and its subsidiaries, unless such termination is due to your death or your Total Disability or on or after you attain age 60, in which case the unvested RSUs will vest on the date of termination on a pro rata basis (based on the number of full months of active service with the Company or a subsidiary during the Vesting Period over the total number of full months in the Vesting Period). In the event of a Change in Control which occurs before your Termination of Service, all unvested RSUs will fully vest as of the date of such Change in Control.

6. With respect to vested RSUs, the Company will transfer a corresponding number of actual shares of Common Stock into a book entry account maintained by its transfer agent under your name on the first to occur of the Vesting Date, a Termination of Service, or a Change in Control (within the meaning of section 409A of the Code). The date of such transfer shall be referred to as the "Distribution Date." Any fractional RSUs will be paid in cash.

7. All distributions to you or your beneficiary upon vesting of the RSUs hereunder will be subject to withholding by the Company of amounts sufficient to cover the applicable withholding obligations. In the event that any required tax withholding upon the settlement of such RSUs exceeds your other compensation due from the Company, you agree to remit to the Company, as a condition to settlement of such RSUs, such additional amounts in cash as are necessary to satisfy the required withholding. Any and all withholding obligations may be settled with shares of Common Stock.

8. Nothing in the Plan or this Agreement will be construed as creating any right in the Participant to continued employment, or as altering or amending the existing terms and conditions of the Participant's employment.

9. To the extent not preempted by Federal law, this Agreement shall be construed, administered and governed in all respects under and by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of laws principles.

10. This Agreement contains all the understandings between the parties hereto pertaining to the matter referred to herein, and supersedes all undertakings and agreements, whether oral or in writing, previously entered into by them with respect thereto. You represent that, in executing this Agreement, you have not relied upon any representation or statement not set forth herein made by the Company with regard to the subject matter of this Agreement.

Very truly yours,

QUAKER CHEMICAL CORPORATION

ACCEPTED: ________________________________

[NAME]