
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):

February 13, 2008

Newell Rubbermaid Inc.

(Exact name of registrant as specified in its charter)

Delaware

001-09608

363514169

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(I.R.S. Employer
Identification No.)

10B Glenlake Parkway, Suite 300, Atlanta, Georgia

30328

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

770-407-3800

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

(e)

Newell Rubbermaid Inc. Management Cash Bonus Plan

On February 13, 2008, the Board of Directors of Newell Rubbermaid Inc. adopted a Management Cash Bonus Plan, effective as of January 1, 2008 (the "Bonus Plan"). The Bonus Plan provides for the payment of annual cash bonuses to eligible employees.

The Bonus Plan is administered by the Organizational Development & Compensation Committee of the Board, which has full authority to select the employees eligible for bonus awards under the Bonus Plan, determine when the employee's participation in the Bonus Plan will begin, and determine the performance goals pursuant to which bonus amounts will be determined.

For each calendar year, the Committee will establish corporate, group and division performance goals and a bonus payment schedule detailing the amount that may be paid to each participant based upon the level of attainment of the applicable performance goals. The performance goals may be based on one or more of the following business criteria: earnings per share; total shareholder return; cash flow; operating income; sales growth; common stock price; return on equity; return on assets; return on investment; net income; and expense management. Performance goals may be absolute in their terms or measured against or in relationship to the performance of other companies or indices selected by the Committee. The performance goals may be particular to one or more subsidiaries, groups or divisions or may be based on the performance of the Company as a whole.

Bonus payments for the 2008 calendar year will be based on a combination of the following business criteria. For Corporate participants, 100% of the bonus payment will be based on the Company's earnings per share, cash flow and sales growth. For Group participants, 50% of the bonus payment will be based on Corporate performance criteria, and 50% of the bonus payment will be based on Group operating income, cash flow and sales growth. Bonus payments for calendar years subsequent to 2008 will be based on the same performance criteria described above, unless the Committee establishes different criteria.

The bonus amount payable is a percentage of salary based upon an employee's participation category and the level of attainment of the applicable performance goals, as set forth in the Bonus Plan. Performance below the target levels will result in lower or no bonus payments. The Committee may not increase the amount payable, but has discretionary authority to decrease the amount, in the aggregate or with respect to one or more individual components, taking into account individual and/or corporate performance. No award will be paid for any calendar year or portion thereof to a participant whose employment with the Company terminates during the year for a reason other than retirement, disability, death or other reason approved by the Committee. The Executive Vice President of Human Resources, or the Board in the case of the CEO, retains the right to terminate an employee's participation in the Bonus Plan at any time, in which case no bonus may be paid.

Because the Bonus Plan is intended to meet the requirements of Section 162(m) of the Internal Revenue Code, it is subject to stockholder approval at the Company's 2008 Annual Meeting of Stockholders. A complete copy of the Bonus Plan is filed with the Current Report as Exhibit 10.1 and incorporated herein by this reference.

Newell Rubbermaid Inc. Long-Term Incentive Plan

On February 13, 2008, the Board also adopted the Long-Term Incentive Plan, which provides a methodology for determining the amount of stock options and restricted stock units made to key employees in 2009 and subsequent years under the Company's 2003 Stock Plan, as amended and restated effective as of February 8, 2006 and further amended August 9, 2006. The program is intended to provide eligible employees long-term incentive compensation with a target value at approximately the 50th percentile of such compensation paid to employees holding comparable job positions at the companies within the Company's general industry group. Of this value, 40% is paid in an award of non-qualified stock options, 30% is paid in an award of time-based restricted stock units, and 30% is paid in an award of performance-based restricted stock units.

The number of shares of common stock subject to stock options granted to each participant is determined by dividing 40% of the participant's target value by the value of the stock option, as determined by using a modified Black-Scholes methodology. The stock options vest at a rate equal to 33⅓% on each anniversary of the date of grant.

The number of time-based restricted stock units granted to each participant is determined by dividing 30% of the participant's target value by an amount equal to the fair market value of the common stock on the date of grant, discounted to reflect the potential risk of forfeiture due to the time-based vesting provision. These restricted stock units vest on the third anniversary of the date of grant. At the end of the vesting period, a participant will receive a share of common stock for each restricted stock unit that has vested.

The number of performance-based restricted stock units granted to each participant is determined by dividing 30% of the participant's target value by an amount equal to the fair market value of the common stock on the date of grant, discounted to reflect the risk of attaining performance goal results at below the target levels as well as the risk of forfeiture. These restricted stock units also vest on the third anniversary of the date of grant. Of this performance-based restricted stock unit grant, 50% is subject to a performance goal based on total shareholder return as compared to the total shareholder return of a comparator group of companies over the three-year vesting period and 50% is subject to a performance goal based on the Company's increase in total shareholder return over the three-year vesting period. At the end of the vesting period, the number of restricted stock units, and thus the number of shares of common stock actually issued to the participant, will be adjusted depending on the level of achievement of the performance goals, to a maximum of 200% of the initial number of performance-based restricted stock units granted and a minimum of 0% of the initial number of performance-based restricted stock units granted.

A complete copy of the Long-Term Incentive Plan is filed with the Current Report as Exhibit 10.2 and incorporated herein by this reference.

Forms of Stock Option Agreements and Form of Restricted Stock Agreement

On February 13, 2008, the Board also approved forms of Stock Option Agreements and a form of Restricted Stock Agreement. The forms were approved pursuant to the Company's 2003 Stock Plan, as amended and restated February 8, 2006, and further amended August 9, 2006, and are substantially the same as the forms currently on file, except that they contain new vesting provisions for terminations due to retirement. A complete copy of each of the forms of Stock Option Agreement and form of Restricted Stock Agreement is filed with the current report as Exhibit 10.3, 10.4 and 10.5, and incorporated herein by this reference.

Item 9.01 Financial Statements and Exhibits.

Exhibit No. Description

10.1 Newell Rubbermaid Inc. Cash Bonus Plan, effective January 1, 2008.

10.2 Newell Rubbermaid Long-Term Incentive Plan under the Newell Rubbermaid Inc. 2003 Stock Plan.

10.3 Form of Stock Option Agreement for Chief Executive Officer under the Newell Rubbermaid Inc. 2003 Stock Plan.

10.4 Form of Stock Option Agreement under the Newell Rubbermaid Inc. 2003 Stock Plan.

10.5 Form of Restricted Stock Agreement under the Newell Rubbermaid Inc. 2003 Stock Plan.

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.

Newell Rubbermaid Inc.

February 19, 2008

By: */s/ Dale L. Matschullat*

Name: Dale L. Matschullat

Title: Senior Vice President, General Counsel and Corporate Secretary

Exhibit Index

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10.4	Form of Stock Option Agreement under the Newell Rubbermaid Inc. 2003 Stock Plan.
10.5	Form of Restricted Stock Agreement under the Newell Rubbermaid Inc. 2003 Stock Plan.

EXHIBIT 10.1

Newell Rubbermaid Inc. Management Cash Bonus Plan

1. Effective Date of Plan.

The effective date of this Plan is January 1, 2008.

2. Purpose.

The purpose of the Plan is to provide an incentive for key employees to improve Company performance by providing them with an annual cash incentive payment based on the financial and operating success of the Company.

3. Definitions.

(a) "Affiliate" means each entity with whom the Company would be considered a single employer under Sections 414(b) and 414(c) of the Code substituting references therein to "at least 80%" with "at least 50%" when making such determination.

(b) "Board" means the Board of Directors of the Company.

(c) "Cause" means the Participant's unsatisfactory performance or conduct detrimental to the Company and its affiliates, as solely determined by the Company.

(d) "Code" means the Internal Revenue Code of 1986, as amended.

(e) "Committee" means the Organizational Development & Compensation Committee of the Board.

(f) "Company" means Newell Rubbermaid Inc.

(g) "Participant" means any active employee of the Company or any Affiliate who has been selected by the Committee as eligible to receive incentive compensation under the Plan.

(h) "Plan" means this Newell Rubbermaid Management Inc. Cash Bonus Plan.

(i) "Plan Year" means a calendar year.

(j) "Retirement" means the termination of the Participant's employment with the Company and all Affiliates without Cause on or after the date on which the Participant has completed five years of credited service and (i) has attained age 65 or (ii) has attained age 55 and the sum of his age and credited service equals or exceeds 60. "Credited service" means the Participant's period of employment with the Company and its Affiliates (including any predecessor company or business acquired by the Company or an Affiliate, provided the Participant was immediately employed by the Company or an Affiliate). Age and credited service shall be determined in fully completed years and months, with each month being measured as a continuous period of 30 days.

(k) "Salary" means a Participant's base annual salary earned during a Plan Year while a Participant, exclusive of commissions and bonuses.

4. Administration.

The Plan shall be administered by the Committee, or if the Committee is not comprised of "outside directors" as defined in Section 162(m) of the Code, then by a subset of the Committee comprised of at least two "outside directors" (the "Committee"). The Committee has full authority to select the employees eligible to participate in the Plan, determine when the employee's participation in the Plan will begin, and determine the performance goals pursuant to which bonus amounts will be determined. Subject to the express provisions of the Plan, the Committee shall be authorized to interpret the Plan and to establish, amend and rescind any rules and regulations relating to the Plan and to make all other determinations deemed necessary or advisable for the proper administration of the Plan. The determinations of the Committee in the proper administration of the Plan shall be conclusive and binding.

5. Eligibility and Participation.

Participation in the Plan is limited to those employees of the Company or an Affiliate who the Committee designates as Participants. When the Committee selects an employee to become a Participant under the Plan, it shall designate the date as of which the employee's participation shall begin.

6. Annual Bonus Awards.

(a) Determination of Participants and Performance Criteria. On or before the 90th day of each Plan Year, the Committee shall determine the Participants for such Plan Year and establish performance goals and a bonus payment schedule setting forth the amount of bonus award that may be paid to each Participant based upon the level of attainment of such performance goals for such Plan Year.

(b) Performance Goals. The performance goals established by the Committee for a Plan Year shall be based on one or more of the following business criteria: earnings per share; total shareholder return; cash flow; operating income; sales growth; common stock price; return on equity; return on assets; return on investment; net income; and expense management. Performance goals may be absolute in their terms or measured against or in relationship to the performance of other companies or indices selected by the Committee. The performance goals may be particular to one or more subsidiaries, divisions or groups or may be based on the performance of the Company as a whole.

(c) Maximum Bonus Payment. The target and maximum annual bonus award payable to a Participant for a Plan Year is a percentage of his Salary, based on the Participant's participation category and the level of achievement of the performance goals, as set forth below:

Participation Category	Bonus as a Percentage of Salary if Targets Achieved at 100% Level	Maximum Bonus as a Percentage of Salary
A/A	105.0%	210.0%
A/B	65.0%	130.0%
A/C	55.0%	110.0%
A	45.0%	90.0%
B/C	35.0%	70.0%
B	33.5%	67.0%
C	16.75%	33.5%
D	8.375%	16.75%

Performance below the target levels will result in a lower or no bonus award.

In no event, however, shall any Participant be paid a bonus award for any Plan Year that exceeds \$2,900,000.

(d) Bonus Determination. After the end of each Plan Year, the Committee shall determine (i) the level of achievement of the pre-determined performance goals and (ii) each Participant's bonus award. In determining the amount of each Participant's bonus award, the Committee may not increase the amount payable, but shall have the discretionary authority to reduce the amount, in the aggregate or with respect to one or more of the individual components of a bonus award, taking into account individual performance criteria and goals and/or corporate, subsidiary, division or group performance criteria and goals.

7. Plan Limitations.

Notwithstanding the foregoing, no bonus award shall be paid under the Plan for a Plan Year to a Participant whose employment with the Company and all Affiliates terminates during such Plan Year unless the termination is due to death, disability (as determined by the Committee) or Retirement, or as otherwise approved by the Committee. If the Participant terminates during the Plan Year due to death, disability or Retirement, the Participant will be entitled to a bonus award under the Plan based on his or her Salary earned in the year of termination, and actual performance goal achievement (with any negative discretion exercised by the Committee as if the Participant attained any individual performance goals, at the target level if applicable). Such bonus award will be paid at the same time bonus awards are paid to active Participants. As a condition to receiving a bonus award upon Retirement, a Participant must execute and deliver to the Company an agreement, in a form prescribed by the Company, and in accordance with procedures established by the Company, that he will not solicit employees, customers or suppliers of the Company and its Affiliates, or compete with the Company and its Affiliates, and that he releases all claims against the Company and its Affiliates. If the Participant fails to execute such agreement, or if the agreement is revoked by the Participant, no bonus shall be paid to him.

8. Payment of Incentive Awards.

A Participant's bonus award for a Plan Year shall be paid in cash to the Participant, or to the Participant's beneficiary (ies) in the event of his or her death, prior to March 15 of the following Plan Year, unless the Participant has previously elected to have all or a portion of the bonus award deferred as provided in Section 9 below. The Company shall deduct all taxes required by law to be withheld from all bonus awards.

9. Deferral of Awards.

In lieu of receiving a bonus award as provided in Section 8 above, a Participant may elect to defer all or a portion of the bonus award in accordance with the 2008 Newell Rubbermaid Deferred Compensation Plan.

10. No Assignment.

Except in the event of a Participant's death, the rights and interests of a Participant under the Plan shall not be assigned, encumbered or transferred.

11. Termination of Participation.

The Vice President of Human Resources, or the Board in the case of the Chief Executive Officer of the Company or any Participant that reports directly to the Chief Executive Officer, reserves the right to cancel at any time a Participant's participation in the Plan and the payment of any bonus award to him or her hereunder, including a bonus award not yet paid for a completed Plan Year.

12. Employment Rights.

Nothing contained in the Plan shall be construed as conferring a right upon any employee to continue in the employment of the Company or any Affiliate.

13. Amendment/Termination.

The Board may either amend or terminate the Plan at any time, without the consent of the Participants and without the approval of the stockholders of the Company, if in its judgment such amendment or termination does not materially or adversely affect the best interests of the Company; provided, that such modification or elimination shall not affect the obligation of the Company to pay any bonus award after it has been earned under the Plan.

EXHIBIT 10.2

Newell Rubbermaid Inc.

Long Term Incentive Plan

1. Grants. Under the terms and provisions of the Newell Rubbermaid Inc. 2003 Stock Plan, as amended and restated effective as of February 8, 2006 and further amended August 9, 2006 (the “Stock Plan”), the terms of which are hereby incorporated by reference, the Organizational Development & Compensation Committee (the “Committee”) of the Board of Directors of Newell Rubbermaid Inc. (the “Company”), at any time and from time to time, may grant awards based on shares of the Company’s Common Stock, including Restricted Stock Units and Stock Options, to eligible employees in such amounts as the Committee shall determine. This Long Term Incentive Plan (“LTIP”) establishes a methodology for determining awards of Restricted Stock Units and Stock Options under the Stock Plan to eligible employees in 2009 and subsequent years (“Key Employees”). The Committee will grant Restricted Stock Units and Stock Options to Key Employees pursuant to the guidelines set forth below.

2. Guidelines. The number of shares subject to Restricted Stock Units and Stock Options granted to a Key Employee in 2009 and in subsequent calendar years as an LTIP award will be determined as follows:

(a) On or prior to March 31 of each applicable calendar year, the Committee will determine:

- (i) For each Key Employee (by comparable position), the economic value of target annualized long-term incentive equity compensation, based on a value reflecting approximately the 50th percentile of the general industry index selected by the Committee (the “Target Value”).
- (ii) A comparator group of companies for purposes of determining the Company’s relative Total Shareholder Return (“TSR”) for the three-year performance period beginning as of January 1 of the year in which this determination is made (the “TSR Comparator Group”).
- (iii) A target for measuring the increase in the Company’s TSR over the three-year performance period beginning as of January 1 of the year in which this target is set (the “Absolute TSR Target”).

(b) Of the Target Value determined for each Key Employee for each year:

- (i) **Stock Options.** The Committee will authorize a Stock Option grant to each Key Employee for a number of shares determined by dividing 40% of the applicable Target Value for such Key Employee by the modified Black-Scholes value of a Stock Option for a single share as of the date of grant, as determined by the Committee. Fractional shares will be disregarded. The Stock Options will be Nonqualified Stock Options.
- (ii) **Time-Based Restricted Stock Units.** The Committee will authorize a Restricted Stock Unit grant to each Key Employee for a number of shares of Common Stock determined by dividing 30% of the applicable Target Value for such Key Employee by the product of (i) the Fair Market Value of a share of Common Stock on the date of grant and (ii) a percentage determined by the Committee at the beginning of the applicable performance period to reflect the economic value of a Restricted Stock Unit as of the grant date (which takes into account the vesting period described in Section 3). Fractional shares will be rounded up.
- (iii) **Performance-Based Restricted Stock Units.** The Committee will authorize a Restricted Stock Unit grant to each Key Employee for a number of shares determined by dividing 30% of the applicable Target Value for such Key Employee by the product of (i) the Fair Market Value of a share of Common Stock on the date of grant and (ii) a percentage determined by the Committee at the beginning of the applicable performance period to reflect the economic value of a Restricted Stock Unit as of the grant date (which takes into account the performance period and criteria described in Section 2(c)). Fractional shares will be rounded up. Of this Restricted Stock Unit grant, 50% will be subject to the TSR Comparator Group analysis as described in Section 2(c)(i) and 50% will be subject to the Absolute TSR Target as described in Section 2(c)(ii).

The grants described above will be made at the same time the Committee determines the criteria described in Section 2(a).

(c) Following the completion of the applicable three-year performance period, the Committee will determine the extent to which the TSR Comparator Group Target and the Absolute TSR Target has each been achieved. In each case, TSR will be calculated based on the following formula:

$$\frac{(\text{Change in Stock Price}) + (\text{Dividends})}{(\text{Beginning Stock Price})}$$

(i) **TSR Comparator Group**

The Committee will determine the Company’s ranking in the comparator group based on the TSR of the Company and of each other member of the TSR Comparator Group, and will multiply the number of RSUs subject to the TSR Comparator Group by the applicable percentage set forth below:

Rankings

- 1st in TSR comparator group = 200%
- 6th in TSR comparator group = 150%
- 11th in TSR comparator group = 100%
- 16th in TSR comparator group = 50%
- Below 20th in TSR comparator group = 0%

Interpolation is used for Company ranking between the upper and lower comparator group ranking (for example, a Company ranking of 3 would result in an interpolated percentage between 200% and 150%, and a ranking of 8 would result in an interpolated percentage between 150% and 100%).

The resulting number is the adjusted number of RSUs and thus the number of _____ shares of Common Stock actually issuable pursuant to the portion of the Key Employee's Restricted Stock Unit grant subject to the TSR Comparator Group.

If a member is added or deleted from the TSR Comparator Group during the three-year performance period, such change will be made retroactively to the beginning of such performance period. If the number of members of the TSR Comparator Group changes, the Committee has the discretion to adjust the ranking levels and percentages set forth in the table above.

(ii) Absolute TSR Target

The Committee will determine the level of achievement of the Absolute TSR Target and will multiply the number of RSUs subject to the Absolute TSR Target goal by the applicable percentage set forth below.

Level of Achievement of Absolute TSR Target

90% or above	= 200%
25% or below	= 0%

Interpolation is used for achievement of performance levels between the upper and lower percentages. The resulting number is the adjusted number of RSUs and thus the number of _____ shares of Common Stock actually issuable pursuant to the portion of the Key Employee's Restricted Stock Unit grant subject to the Absolute TSR Target.

No Restricted Stock Units described in Section 2(b)(iii) will be awarded pursuant to this LTIP except on the basis of the attainment of the performance criteria set forth above and in the amount specified herein; provided that the Committee retains the discretion to reduce any amount of Restricted Stock Units or Stock Options awarded hereunder, to reduce the number of shares awarded pursuant to Restricted Stock Units or to terminate a Key Employee's participation in this LTIP. Except as set forth in the Restricted Stock Unit Agreement, an individual who is not employed by the Company or any of its affiliates on the date the Committee determines performance goal achievement will not be eligible to receive the Common Stock issuable pursuant to Restricted Stock Units.

3. Vesting. Except as otherwise specified by the Committee or as set forth in the Restricted Stock Unit Agreement or Stock Option Agreement of a Key Employee, (a) each Restricted Stock Unit grant will be subject to a three-year cliff vesting schedule, and (b) each Stock Option grant will vest at a rate equal to 33% on each anniversary of the date of grant.

4. Dividends and Other Distributions. During the vesting period, Key Employees residing in the United States who hold Restricted Stock Units granted hereunder will be paid an amount equal to the regular cash dividends that would be paid with respect to the underlying shares had they been issued (assuming that each Restricted Stock Unit represents one share of Common Stock) while they are so held; provided that the Committee may apply any restrictions to the dividends that the Committee deems appropriate. Without limiting the generality of the preceding sentence, if the grant or vesting of Restricted Stock Units is intended to qualify as performance-based compensation, the Committee may apply any restrictions it deems appropriate to the payment of dividends declared with respect to such Restricted Stock Units, such that the dividends and/or the Restricted Stock Units maintain eligibility for the performance-based exception under Code Section 162(m). Key Employees who reside outside the United States will not be paid any dividends with respect to any Restricted Stock Units granted hereunder. Dividends are not paid with respect to Stock Options.

5. Restricted Stock Unit and Stock Option Agreements. Each Restricted Stock Unit and Stock Option grant awarded pursuant to this LTIP will be evidenced by a Restricted Stock Unit Agreement or a Stock Option Agreement, as applicable, in accordance with Section 4.3 of the Stock Plan, which will specify the number of shares subject to the award, the vesting schedule, the payment provisions, including dividend payment provisions, if any, and such other provisions as the Committee determines including, without limitation, provisions regarding continued employment with the Company, restrictions based upon the achievement of

specific Company-wide performance goals, time-based restrictions on vesting following the attainment of performance goals, and/or restrictions under applicable federal or state securities laws.

6. Amendment or Termination of LTIP. Although it is intended that this LTIP be used to determine awards of Restricted Stock Units and Stock Options under the Stock Plan for 2009 and future years, the Committee reserves the right to amend or terminate the LTIP at any time, retroactively or otherwise.

7. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms pursuant to the Stock Plan.

EXHIBIT 10.3

[CEO]

NEWELL RUBBERMAID INC. 2003 STOCK PLAN

(As Amended and Restated Effective February 8, 2006 and further amended August 9, 2006)

STOCK OPTION AGREEMENT

A Stock Option (the "Option") granted by Newell Rubbermaid Inc., a Delaware corporation (the "Company"), to the employee named in the attached Option letter (the "Optionee"), for common stock, par value \$1.00 per share and related common stock purchase rights (the "Common Stock"), of the Company, shall be subject to the following terms and conditions:

1. Stock Option Grant. Subject to the provisions set forth herein and the terms and conditions of the Newell Rubbermaid Inc. 2003 Stock Plan, as amended and restated effective February 8, 2006 and further amended August 9, 2006 (the "Plan"), a copy of which is attached hereto and the terms of which are hereby incorporated by reference, and in consideration of the agreements of the Optionee herein provided, the Company hereby grants to the Optionee an Option to purchase from the Company the number of shares of Common Stock, at the purchase price per share, and on the schedule, set forth in the attached Option letter. Any Incentive Stock Option is intended to be an incentive stock option within the meaning of Section 422A of the Internal Revenue Code of 1986.

2. Acceptance by Optionee. The exercise of the Option is conditioned upon its acceptance by the Optionee in the space provided therefor at the end of the attached Option letter and the return of an executed copy of such Option letter to the Secretary of the Company no later than 60 days after the Date of Grant set forth therein or, if later, 30 days after the Optionee receives this Agreement.

3. Exercise of Option. Written notice of an election to exercise any portion of the Option shall be given by the Optionee, or his personal representative in the event of the Optionee's death, in accordance with procedures established by the Organizational Development and Compensation Committee of the Board of Directors of the Company (the "Committee") as in effect at the time of such exercise.

At the time of exercise of the Option, payment of the purchase price for the shares of Common Stock with respect to which the Option is exercised must be made by one or more of the following methods: (i) in cash, (ii) in cash received from a broker-dealer to whom the Optionee has submitted an exercise notice and irrevocable instructions to deliver the purchase price to the Company from the proceeds of the sale of shares subject to the Option, (iii) by delivery to the Company of other Common Stock owned by the Optionee that is acceptable to the Company, valued at its fair market value on the date of exercise, or (iv) by certifying to ownership by attestation of such previously owned Common Stock.

If applicable, an amount sufficient to satisfy all minimum Federal, state and local withholding tax requirements prior to delivery of any certificate for shares of Common Stock must also accompany the exercise. Payment of such taxes can be made by a method specified above, and/or by directing the Company to withhold such number of shares of Common Stock otherwise issuable upon exercise of the Option with a fair market value equal to the amount of tax to be withheld.

4. Exercise Upon Termination of Employment.

(a) Service on the Board Terminates.

(i) If the Optionee's employment with the Company and all affiliates terminates for any reason other than death, disability or retirement (as defined below), and in connection therewith the Optionee's service on the Board terminates, the Option shall expire on the date of such termination of employment, and no portion shall be exercisable after the date of such termination.

(ii) In the event of the Optionee's death, or if the Optionee's employment with the Company and all affiliates terminates due to disability and in connection therewith his service on the Board terminates, the outstanding portion of the Option shall become fully vested on such date and shall continue to be exercisable until the earlier of the first anniversary of the date of the Optionee's termination of employment, or the date the Option expires by its terms.

(iii) If the Optionee's employment with the Company and all affiliates terminates due to retirement, and in connection therewith his service on the Board terminates, the outstanding portion of the Option shall become fully vested on such date if so provided in the table set forth below and the vested portion of the Option shall continue to be exercisable until the earlier of the date specified in the table or the date the Option expires by its terms.

<u>Age or Points</u>	<u>Vesting</u>	<u>Exercise Date</u>
Age 65 or 70 or more points	All unvested options vest	10 years following termination of employment
65-69 points	All unvested options vest	5 years following termination of employment
60-64 points	All unvested options expire	1 year following termination of employment

(b) Service on the Board Continues.

(i) If the Optionee's employment with the Company and all affiliates terminates for any reason other than death, disability or retirement, and the Optionee's service on the Board continues thereafter, the outstanding portion of the Option shall continue to vest and remain exercisable in accordance with the Option letter. If the Optionee's service on the Board subsequently terminates, then (A) if the termination of service is due to death or disability, the outstanding portion of the Option shall become fully vested on such date and shall continue to be exercisable until the earlier of the first anniversary of the date of the Optionee's termination of service or the date the Option expires by its terms, (B) if the termination of service is due to retirement, the outstanding portion of the Option shall continue to vest and remain exercisable in the same manner and to the same extent as if the Optionee had continued service on the Board, and (C) if the termination of service is for any reason other than death, disability or retirement, the outstanding portion of the Option shall expire on the date of such termination of service, and no portion shall be exercisable after the date of such termination of service.

(ii) If the Optionee's employment with the Company and all affiliates terminates due to disability or retirement, and the Optionee's service on the Board continues thereafter, the outstanding portion of the Option shall become fully vested on such date and remain exercisable in accordance with the Option letter. If the Optionee's service on the Board subsequently terminates, then (A) if the termination of service is due to death or disability, the outstanding portion of the Option shall continue to be exercisable until the earlier of the first anniversary of the Optionee's termination of service or the date the Option expires by its terms; (B) if the termination of service is due to retirement, the outstanding portion of the Option shall remain exercisable in the same manner and to the extent as if the Optionee had continued service on the Board; and (C) if the termination of service is for any reason other than death, disability or retirement, the outstanding portion of the Option shall expire on the later of the date of the Optionee's termination of service or the first anniversary of the date of the Optionee's termination of employment, but in no event later than the date the Option expires by its terms, and no portion of the Option shall be exercisable after the date of such expiration.

(c) Definitions. For purposes of this Section 4:

(i) "disability" means (as determined by the Committee in its sole discretion) the inability of the Optionee to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which is expected to result in death or disability or which has lasted or can be expected to last for a continuous period of not less than 12 months;

(ii) "retirement" means (A) while the Optionee is employed, the Optionee's termination of employment without cause on or after the date on which the Optionee has completed five years of credited service and either (I) has attained age 65 or (II) has attained age 55 and the sum of his age and credited service (his "points") equals or exceeds 60; or (B) while the Optionee is a non-employee Director, retirement in accordance with the Company's retirement policy for Directors;

(iii) "credited service" means the Optionee's period of employment with the Company and all affiliates (including any predecessor company or business acquired by the Company or any affiliate, provided the Optionee was immediately employed by the Company or any affiliate). Age and credited service shall be determined in fully completed years and months, with each month being measured as a continuous period of 30 days;

(iv) "cause" means the Optionee's termination of employment due to unsatisfactory performance or conduct detrimental to the Company or its affiliates, as determined solely by the Company; and

(v) "affiliate" means each entity with whom the Company would be considered a single employer under Sections 414(b) and 414(c) of the Code, substituting "at least 50%" instead of "at least 80%" in making such determination.

(d) General.

(i) Any Optionee whose employment terminates due to retirement as described in this Section 4 must execute and deliver to the Company an agreement, in a form prescribed by the Company, and in accordance with procedures established by the Company, that he will not solicit employees, customers or suppliers of the Company and its affiliates, or compete with the Company and its affiliates, and that he releases all claims against the Company and its affiliates. If the Optionee fails to execute such agreement, or if the agreement is revoked by the Optionee, the Option shall expire on the date of the Optionee's retirement, and no portion shall be exercisable after the date of such retirement.

(ii) The foregoing provisions of this Section 4 shall be subject to the provisions of any written employment security agreement or severance agreement that has been or may be executed by the Optionee and the Company, and the provisions in such employment security agreement or severance agreement concerning exercise of an Option shall supercede any inconsistent or contrary provisions of this Section 4.

(iii) Full vesting of an Incentive Stock Option may result in all or part of the Option being treated as a Non-Qualified Stock Option in accordance with Section 6.4(a) of the Plan.

5. Option Not Transferable. The Option may be exercised only by the Optionee during his lifetime and may not be transferred other than by will or the applicable laws of descent or distribution or pursuant to a qualified domestic relations order. The Option shall not otherwise be assigned, transferred, or pledged for any purpose whatsoever and is not subject, in whole or in part, to attachment, execution or levy of any kind. Any attempted assignment, transfer, pledge, or encumbrance of the Option, other than in accordance with its terms, shall be void and of no effect.

6. Surrender of or Changes to Agreement. In the event the Option shall be exercised in whole, this Agreement shall be surrendered to the Company for cancellation. In the event this Option shall be exercised in part or a change in the number of designation of the shares of Common Stock shall be made, this Agreement shall be delivered by the Optionee to the Company for the purpose of making appropriate notation thereon, or of otherwise reflecting, in such manner as the Company shall determine, the change in the number or designation of such shares.

7. Administration. The Option shall be exercised in accordance with such administrative regulations as the Committee shall from time to time adopt.

8. Governing Law. This Agreement, and the Option, shall be construed, administered and governed in all respects under and by the laws of the State of Delaware.

IN WITNESS WHEREOF, this Agreement is executed by the Company this ___ day of ___, ___, effective as of the ___ day of ___, ___.

NEWELL RUBBERMAID INC.

By:

EXHIBIT 10.4

**NEWELL RUBBERMAID INC. 2003 STOCK PLAN
(As Amended and Restated Effective February 8, 2006
and further amended August 9, 2006)**

STOCK OPTION AGREEMENT

A Stock Option (the "Option") granted by Newell Rubbermaid Inc., a Delaware corporation (the "Company"), to the employee named in the attached Option letter (the "Optionee"), for common stock, par value \$1.00 per share and related common stock purchase rights (the "Common Stock"), of the Company, shall be subject to the following terms and conditions:

1. Stock Option Grant. Subject to the provisions set forth herein and the terms and conditions of the Newell Rubbermaid Inc. 2003 Stock Plan, as amended and restated effective February 8, 2006 and further amended August 9, 2006 (the "Plan"), a copy of which is attached hereto and the terms of which are hereby incorporated by reference, and in consideration of the agreements of the Optionee herein provided, the Company hereby grants to the Optionee an Option to purchase from the Company the number of shares of Common Stock, at the purchase price per share, and on the schedule, set forth in the attached Option letter. Any Incentive Stock Option is intended to be an incentive stock option within the meaning of Section 422A of the Internal Revenue Code of 1986.

2. Acceptance by Optionee. The exercise of the Option is conditioned upon its acceptance by the Optionee in the space provided therefor at the end of the attached Option letter and the return of an executed copy of such Option letter to the Secretary of the Company no later than 60 days after the Date of Grant set forth therein or, if later, 30 days after the Optionee receives this Agreement.

3. Exercise of Option. Written notice of an election to exercise any portion of the Option shall be given by the Optionee, or his personal representative in the event of the Optionee's death, in accordance with procedures established by the Organizational Development and Compensation Committee of the Board of Directors of the Company (the "Committee") as in effect at the time of such exercise.

At the time of exercise of the Option, payment of the purchase price for the shares of Common Stock with respect to which the Option is exercised must be made by one or more of the following methods: (i) in cash, (ii) in cash received from a broker-dealer to whom the Optionee has submitted an exercise notice and irrevocable instructions to deliver the purchase price to the Company from the proceeds of the sale of shares subject to the Option, (iii) by delivery to the Company of other Common Stock owned by the Optionee that is acceptable to the Company, valued at its fair market value on the date of exercise, or (iv) by certifying to ownership by attestation of such previously owned Common Stock.

If applicable, an amount sufficient to satisfy all minimum Federal, state and local withholding tax requirements prior to delivery of any certificate for shares of Common Stock must also accompany the exercise. Payment of such taxes can be made by a method specified above, and/or by directing the Company to withhold such number of shares of Common Stock otherwise issuable upon exercise of the Option with a fair market value equal to the amount of tax to be withheld.

4. Exercise Upon Termination of Employment. If the Optionee's employment with the Company and all affiliates terminates for any reason other than death, disability or retirement, the Option shall expire on the date of such termination, and no portion shall be exercisable after the date of such termination.

If the Optionee's employment with the Company and all affiliates terminates due to death or disability, the outstanding portion of the Option shall become fully vested on such date and shall continue to be exercisable until the earlier of the first anniversary of the date of the Optionee's termination of employment, or the date the Option expires by its terms. For this purpose "disability" means (as determined by the Committee in its sole discretion) the inability of the Optionee to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which is expected to result in death or disability or which has lasted or can be expected to last for a continuous period of not less than 12 months.

If the Optionee's employment with the Company and all affiliates terminates due to retirement, the outstanding portion of the Option shall become fully vested on such date if so provided in the table set forth below and the vested portion of the Option shall continue to be exercisable until the earlier of the date specified in the table or the date the Option expires by its terms. For this purpose, "retirement" means the Optionee's termination without cause on or after the date on which the Optionee (i) has completed five years of credited service and (ii) either (A) has attained age 65 or (B) has attained age 55 and the sum of his age and credited service (his "points") equals or exceeds 60.

<u>Age or Points</u>	<u>Vesting</u>	<u>Exercise Date</u>
Age 65 or 70 or more points	All unvested options vest	10 years following termination of employment
65-69 points	All unvested options vest	5 years following termination of employment
60-64 points	All unvested options expire	1 year following termination of employment

The term “credited service” means the Optionee’s period of employment with the Company and all affiliates (including any predecessor company or business acquired by the Company or any affiliate, provided the Optionee was immediately employed by the Company or any affiliate). Age and credited service shall be determined in fully completed years and months, with each month being measured as a continuous period of 30 days. The term “cause” means the Optionee’s termination of employment due to unsatisfactory performance or conduct detrimental to the Company or its affiliates, as determined solely by the Company. The term “affiliate” means each entity with whom the Company would be considered a single employer under Sections 414(b) and 414(c) of the Code, substituting “at least 50%” instead of “at least 80%” in making such determination.

Any Optionee whose employment terminates due to retirement as described in this Section 4 must execute and deliver to the Company an agreement, in a form prescribed by the Company, and in accordance with procedures established by the Company, that he will not solicit employees, customers or suppliers of the Company and its affiliates, or compete with the Company and its affiliates, and that he releases all claims against the Company and its affiliates. If the Optionee fails to execute such agreement, or if the agreement is revoked by the Optionee, the Option shall expire on the date of the Optionee’s retirement, and no portion shall be exercisable after the date of such retirement.

The foregoing provisions of this Section 4 shall be subject to the provisions of any written employment security agreement or severance agreement that has been or may be executed by the Optionee and the Company, and the provisions in such employment security agreement or severance agreement concerning exercise of an Option shall supercede any inconsistent or contrary provision of this Section 4.

Full vesting of an Incentive Stock Option may result in all or part of the Option being treated as a Non-Qualified Stock Option in accordance with Section 6.4 of the Plan.

5. Option Not Transferable. The Option may be exercised only by the Optionee during his lifetime and may not be transferred other than by will or the applicable laws of descent or distribution or pursuant to a qualified domestic relations order. The Option shall not otherwise be assigned, transferred, or pledged for any purpose whatsoever and is not subject, in whole or in part, to attachment, execution or levy of any kind. Any attempted assignment, transfer, pledge, or encumbrance of the Option, other than in accordance with its terms, shall be void and of no effect.

6. Surrender of or Changes to Agreement. In the event the Option shall be exercised in whole, this Agreement shall be surrendered to the Company for cancellation. In the event this Option shall be exercised in part or a change in the number of designation of the shares of Common Stock shall be made, this Agreement shall be delivered by the Optionee to the Company for the purpose of making appropriate notation thereon, or of otherwise reflecting, in such manner as the Company shall determine, the change in the number or designation of such shares.

7. Administration. The Option shall be exercised in accordance with such administrative regulations as the Committee shall from time to time adopt.

8. Governing Law. This Agreement, and the Option, shall be construed, administered and governed in all respects under and by the laws of the State of Delaware.

IN WITNESS WHEREOF, this Agreement is executed by the Company this ___day of ___, ___, effective as of the ___day of ___, ___.

NEWELL RUBBERMAID INC.

By:

EXHIBIT 10.5

NEWELL RUBBERMAID INC. 2003 STOCK PLAN (As Amended and Restated Effective February 8, 2006 and further amended August 9, 2006))

RESTRICTED STOCK AWARD AGREEMENT

A Restricted Stock Award (the "Award") granted by Newell Rubbermaid Inc., a Delaware corporation (the "Company"), to the employee named in the attached Award letter (the "Grantee"), of common stock, par value \$1.00 per share and related common stock purchase rights (the "Common Stock"), of the Company, shall be subject to the following terms and conditions and the provisions of the Newell Rubbermaid Inc. 2003 Stock Plan, as amended and restated effective February 8, 2006 and further amended August 9, 2006 (the "Plan"), a copy of which is attached hereto and the terms of which are hereby incorporated by reference:

1. Acceptance by Grantee. The receipt of the Award is conditioned upon its acceptance by the Grantee in the space provided therefor at the end of the attached Award letter and the return of an executed copy of such Award letter to the Secretary of the Company no later than 60 days after the Award Date set forth therein or, if later, 30 days after the Grantee receives this Agreement.

2. Transfer Restrictions. None of the shares of Common Stock subject to the Award ("Award Shares") shall be sold, assigned, pledged or otherwise transferred, voluntarily or involuntarily, by the Grantee (or his estate or personal representative, as the case may be), until such restrictions lapse in accordance with Sections 3 and 4 below.

3. Lapse of Restrictions. The restrictions set forth in Section 2 above shall lapse on the third anniversary of the Award Date with respect to all of the Award Shares.

4. Death, Disability or Retirement. To the extent the restrictions set forth in Section 2 have not lapsed in accordance with Section 3, in the event that the Grantee's employment with the Company and all affiliates terminates due to the Grantee's death, disability or retirement, such restrictions shall lapse on the date of such termination. For this purpose (i) "disability" means (as determined by the Committee in its sole discretion) the inability of the Grantee to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which is expected to result in death or disability or which has lasted or can be expected to last for a continuous period of not less than 12 months; and (ii) "retirement" means termination of the Grantee's employment for any reason other than cause (as determined by the Company in its sole discretion) on or after the Grantee's attainment age of 65.

5. Forfeiture. Subject to the next following sentence, the Award shall be forfeited to the Company upon the Grantee's termination of employment with the Company and all affiliates for any reason other than the Grantee's death, disability or retirement (as described in Section 4 above) that occurs prior to the date the restrictions lapse as provided in Section 3 above. The foregoing provisions of this Section 5 shall be subject to the provisions of any written employment security agreement or severance agreement that has been or may be executed by the Grantee and the Company, and the provisions in such employment security agreement or severance agreement concerning the lapse of restrictions of an Award in connection with the Grantee's termination of employment shall supercede any inconsistent or contrary provision of this Section 5.

6. Withholding Taxes. If applicable, the Grantee shall pay to the Company an amount sufficient to satisfy all minimum Federal, state and local withholding tax requirements prior to the delivery of any certificate for Award Shares. Payment of such taxes may be made by one or more of the following methods: (i) in cash, (ii) in cash received from a broker-dealer to whom the Grantee has submitted irrevocable instructions to deliver the amount of withholding tax to the Company from the proceeds of the sale of shares subject to the Award, (iii) by delivery to the Company of other Common Stock owned by the Grantee that is acceptable to the Company, valued at its Fair Market Value on the date of payment, or (iv) by certifying to ownership by attestation of such previously owned Common Stock.

7. Rights as Stockholder. The Grantee shall be entitled to all of the rights of a stockholder of the Company with respect to the Award Shares, including the right to vote such shares and to receive dividends and other distributions payable with respect to such Award Shares from the Award Date.

8. Share Delivery. Delivery of the Award Shares will be by book-entry credit to an account in the Grantee's name established by the Company with the Company's transfer agent. On the date the restrictions lapse with respect to the Award, and provided that the Grantee has complied with all obligations and conditions set forth in the Plan and this Agreement, the Company shall, upon written request from the Grantee (or his estate or personal representative, as the case may be), issue certificates in the name of the Grantee (or his estate or personal representative) representing such Award Shares.

9. Section 83(b) Election. The Grantee may make an election pursuant to Section 83(b) of the Internal Revenue Code to recognize income with respect to the Award Shares before the restrictions lapse, by filing such election with the Internal Revenue Service within 30 days of the Award Date and providing a copy of that filing to the Company.

10. Administration. The Award shall be administered in accordance with such regulations as the Organizational Development and Compensation Committee of the Board of Directors of the Company (the "Committee") shall from time to time adopt.

11. Governing Law. This Agreement, and the Award, shall be construed, administered and governed in all respects under and by the laws of the State of Delaware.

IN WITNESS WHEREOF, this Agreement is executed by the Company this ___th day of ___, ___, effective as of the ___day of ___, ___.

NEWELL RUBBERMAID INC.

By: