
**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 4, 2008

V. F. Corporation

(Exact Name of Registrant as Specified in Charter)

Pennsylvania
(State or Other Jurisdiction
of Incorporation)

1-5256
(Commission
File Number)

23-1180120
(IRS Employer
Identification No.)

105 Corporate Center Boulevard
Greensboro, North Carolina
(Address of Principal Executive Offices)

27408
(Zip Code)

Registrant's telephone number, including area code 336-424-6000

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(e). Compensatory Arrangements of Certain Officers.

On February 4, 2008, the Compensation Committee of the VF Corporation (“VF”) Board of Directors approved the VF 1996 Stock Compensation Plan Non-Qualified Stock Option Certificate in the form attached hereto as Exhibit 10.1, the Award Certificate for Performance-Based Restricted Stock Units, in the form attached hereto as Exhibit 10.2, and the Non-Qualified Stock Option Certificate for Chairman Mackey J. McDonald in the form attached hereto as Exhibit 10.3.

On February 5, 2008, the Board of Directors adopted the Amended and Restated Executive Incentive Compensation Plan (the “EIC Plan”). The EIC Plan was amended and restated to include certain provisions to bring it into compliance with Internal Revenue Code Section 409A and to add a provision making the awards under the EIC Plan subject to the VF Forfeiture Policy for Equity and Incentive Awards in the Event of Restatement of Financial Results which imposes conditions and may result in forfeiture of awards under the EIC Plan. The EIC Plan is attached hereto as Exhibit 10.4.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits.

The following are furnished as exhibits to this report:

- 10.1 Form of VF Corporation 1996 Stock Compensation Plan Non-Qualified Stock Option Certificate.
 - 10.2 Form of Award Certificate for Performance-Based Restricted Stock Units.
 - 10.3 Form of VF Corporation 1996 Stock Compensation Plan Non-Qualified Stock Option Certificate for the award of options to Mackey J. McDonald.
 - 10.4 Amended and Restated Executive Incentive Compensation Plan.
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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.

V.F. CORPORATION

(Registrant)

By: /s/ Candace S. Cummings

Candace S. Cummings
Vice President- Administration,
General Counsel and Secretary

Date: February 6, 2008

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of VF Corporation 1996 Stock Compensation Plan Non-Qualified Stock Option Certificate.
10.2	Form of Award Certificate for Performance-Based Restricted Stock Units.
10.3	Form of VF Corporation 1996 Stock Compensation Plan Non-Qualified Stock Option Certificate for the award of options to Mackey J. McDonald.
10.4	Amended and Restated Executive Incentive Compensation Plan.

**VF CORPORATION 1996 STOCK COMPENSATION PLAN
NON-QUALIFIED STOCK OPTION CERTIFICATE**

Optionee:	«Name»
Date of Grant:	« »
Number of Shares:	«Shares»
Option Price Per Share:	«\$ »

THIS IS TO CERTIFY that on the above Date of Grant, VF CORPORATION, a Pennsylvania corporation (the "Corporation"), granted to the named Optionee a Non-Qualified Stock Option, subject to the terms and conditions of the 1996 Stock Compensation Plan (the "Plan"), which is incorporated herein by reference. This Option shall not be treated as an Incentive Stock Option. The Optionee may purchase from the Corporation the Number of Shares of its Common Stock at the Option Price Per Share identified above, subject, however, to the following terms and conditions.

1. Subject to paragraph 2 below:

- (a) Unless the exercise date of this Option is accelerated in accordance with Article XI of the Plan, this Option shall vest as follows:
- one-third (1/3) of the shares of this Option (rounded up to the nearest whole share) shall only be exercisable for a period of nine (9) years, commencing on the first anniversary of the Date of Grant;
 - one-third (1/3) of the shares of this Option (rounded to the nearest whole share) shall only be exercisable for a period of eight (8) years, commencing on the second anniversary of the Date of Grant; and
 - one-third (1/3) of the shares of this Option (rounded down to the nearest whole share) shall only be exercisable for a period of seven (7) years, commencing on the third anniversary of the Date of Grant; and all rights to exercise all or any part of this Option will end upon the expiration of ten years from the Date of Grant;
- (b) This Option shall only be exercisable so long as the Optionee remains an employee of the Corporation or a Subsidiary (as defined in the Plan); and
- (c) In the event that the Optionee's employment is terminated at any time prior to the exercise of this Option for any reason, all of the Optionee's rights, if any then remain, under this Option shall be forfeited and this Option shall terminate immediately.

2. The provisions of paragraph 1 of this Certificate to the contrary notwithstanding, upon the termination of the Optionee's employment with the Corporation (including its Subsidiaries) at any time prior to the expiration of ten years from the Date of Grant of this Option by reason of Retirement (as defined in the Plan), permanent and total disability, death, or involuntary separation of employment with the Optionee receiving severance pay in installments, the Optionee or his estate may exercise the Option to the extent specified in this Section 2 during the applicable period: (a) the 36 month period following the date of Retirement, permanent and total disability, or the Optionee's death, or (b) until the end of the period of the Optionee's receipt of installments of severance pay in the event of involuntary separation of employment. If an Optionee dies during the 36 month period following such termination of employment by reason of Retirement or permanent and total disability, then the Optionee's estate may exercise any outstanding options during the balance of the 36 month period; and if an Optionee dies during the period of such receipt of installments of severance pay following an involuntary separation of employment, then the Optionee's estate may exercise any outstanding options during the balance of the period of receipt of installments of severance pay. If an Optionee retires (in accordance with the definition of Retirement in the Plan) prior to the payment of the final installment of severance pay following an involuntary separation of employment, the Optionee may exercise any outstanding options for the 36 month period beginning on the date of such involuntary separation of employment. Upon the termination of the Optionee's

employment with the Corporation due to death or permanent and total disability, any unvested portion of the Option will vest and become immediately exercisable in full and will remain exercisable as described in the preceding sentence. Upon termination of the Optionee's employment with the Corporation due to Retirement or involuntary separation of employment with the Optionee receiving severance pay in installments, the Option shall be or become exercisable during the post-termination exercise period only at such times as it would have been exercisable under Section 1(a) had Optionee's employment not terminated (thus, (a) in the case of Retirement, any portion of the Option that would not have vested before the expiration of the 36-month period following termination will be forfeited and (b) in the case of involuntary separation of employment, any portion of the Option that would not have vested before expiration of the period of the Optionee's receipt of installments of severance pay will be forfeited). Notwithstanding anything in this Certificate to the contrary, in no event, however, shall this Option be exercisable after the expiration of ten years from the Date of Grant.

3. During the life of the Optionee, this Option may only be exercised by the Optionee, except as otherwise provided in the Plan. The Optionee is responsible for all applicable taxes. The exercise of this Option is subject to the Corporation's policies regulating trading by employees, including any applicable "blackout" periods when trading is not permitted.

4. This Option shall be exercised by written notice to the Corporation stating the number of shares with respect to which it is being exercised and accompanied by payment of the full amount of the Option Price for the number of shares desired by a check payable to the order of the Corporation, or, if acceptable to the Committee which administers the Plan, by delivery of a cash equivalent or surrender or delivery to the Corporation of shares of its Common Stock or by a combination of a check and shares of Common Stock. The exercise date of this Option shall be the date upon which the notice of exercise is received by the Corporation with full payment of the Option Price. In addition, this Option may be exercised on behalf of the Optionee by a designated brokerage firm in accordance with the terms of the Plan and the rules of the Committee.

5. This Option may only be exercised if all personal income tax and applicable social security tax liabilities are borne by the Optionee. This includes the satisfaction of any applicable tax which the Corporation and/or the Subsidiary employing such Optionee may in its judgment be required to withhold. To enable the withholding of such tax, the Corporation or the Subsidiary employing the Optionee may receive and retain the option exercise proceeds (in the form of shares, remitting the fair market value of such shares to the appropriate taxing authorities) or the proceeds of any sale of Option shares (in the form of cash) on behalf of the Optionee. In the event that the tax withheld is not sufficient to cover the Optionee's total tax liability arising directly or indirectly from the grant of the Option, the Optionee accepts full responsibility of such tax liability.

6. The grant of this Option:

- (a) is made at the discretion of the Corporation which retains certain rights pursuant to the Plan to amend the terms of the Option or the Plan;
- (b) shall not be construed as entitling the Optionee to future option grants and/or continued employment with the Corporation (including its Subsidiaries); and
- (c) shall not be considered as part of the Optionee's salary for purposes of calculating severance in the event of the Optionee's voluntary or involuntary termination of employment.

7. This Option is subject to the Corporation's Forfeiture Policy for Equity and Incentive Awards in the Event of Restatement of Financial Results as in effect at the date of this Option. Such Policy imposes conditions that may result in forfeiture of the Option or the proceeds to you resulting from the Option (a so-called "clawback") in certain circumstances if the Corporation's financial statements are required to be restated as a result of misconduct.

8. The Corporation (including the Subsidiary employing the Optionee) is hereby authorized to transmit any personal information that it deems necessary to facilitate the administration of the Option grant.

9. This Certificate, including the rights and obligations of the Optionee and the Corporation hereunder, is subject in all respects to the Plan, which shall be controlling in the event of any inconsistency with or omission from this Certificate.

By accepting the grant of this Option, the Optionee acknowledges that he or she understands and agrees to its terms.

V. F. CORPORATION

Eric C. Wiseman
President and Chief Executive Officer

VF CORPORATION

AWARD CERTIFICATE

**Performance-Based Restricted Stock Units ("PRSUs") for
Three-Year Performance Cycle ____ - ____ under the
Mid-Term Incentive Plan**

Target PRSUs Awarded: _____

To: [Name of Participant]

I am pleased to advise you that you have been awarded the opportunity to earn from 0% to 200% of the number of Performance-Based Restricted Stock Units set forth above under VF Corporation's Mid-Term Incentive Plan for the Performance Cycle commencing at the beginning of fiscal ____ and ending on the final day of VF Corporation's ____ fiscal year under the terms and conditions set forth in the attached Appendix. The actual number of shares of VF Common Stock that you may receive at the end of the Performance Cycle will depend, among other things as described in the Appendix, on the level of achievement over the Performance Cycle of specified performance goals set by the Compensation Committee of the VF Board of Directors.

VF CORPORATION

By: _____

**Eric C. Wiseman
President and Chief Executive Officer**

Dated: _____

VF CORPORATION
APPENDIX TO
PRSUs AWARD CERTIFICATE
Terms and Conditions Relating to
Performance-Based Restricted Stock Units (“PRSUs”)

1. Opportunity to Earn PRSUs.

Participant has been designated as having the opportunity to earn Performance-Based Restricted Stock Units (“PRSUs”) under VF Corporation’s (the “Company’s”) Mid-Term Incentive Plan (the “Mid-Term Plan”) for the three-year Performance Cycle specified in the Award Certificate (the “Performance Cycle”). Subject to the terms and conditions of the Mid-Term Plan and this Agreement, Participant will have the opportunity to earn from 0% to 200% of the targeted number of PRSUs (the “Target PRSUs”) for the Performance Cycle. The number of Target PRSUs shall be number set forth on the Award Certificate plus additional PRSUs resulting from Dividend Equivalents and adjustments, as specified in Section 3(c).

2. Incorporation of Plans by Reference; Certain Restrictions

(a) PRSUs which may be earned by the Participant represent Stock Units under the Company’s Mid-Term Plan and 1996 Stock Compensation Plan, as amended (the “1996 Plan”), copies of which have been provided to Participant. All of the terms, conditions, and other provisions of the Mid-Term Plan and the 1996 Plan (together, the “Plans”) are hereby incorporated by reference into this document. Capitalized terms used in this document but not defined herein shall have the same meanings as in the Mid-Term Plan. If there is any conflict between the provisions of this document and the provisions of the Plans, the provisions of the Plans shall govern.

(b) Until PRSUs have become earned in accordance with Section 4, PRSUs shall be subject to a risk of forfeiture as provided in the Plans and this document. Until such time as the PRSUs have become settled by delivery of shares in accordance with Section 6, PRSUs will be nontransferable, as provided in the Plans and Section 3(d). Participant is subject to the VF Code of Business Conduct and related policies on insider trading restricting Participant’s ability to sell shares of the Company’s Common Stock received in settlement of PRSUs, which may include “blackout” periods during which Participant may not engage in such sales.

3. General Terms of PRSUs

(a) Each PRSU represents a conditional right of the Participant to receive, and a conditional obligation of the Company to deliver, one share of the Company’s Common Stock, at the times specified hereunder and subject to the terms and conditions of the Mid-Term Plan and this document.

(b) PRSUs will be earned for a given Performance Cycle at the “Earning Date” for that Performance Cycle, which will be the date the Committee makes a final determination of the extent to which the performance goals for that Performance Cycle were achieved and the number of PRSUs earned for that Performance Cycle.

(c) An account will be maintained for Participant for purposes of the Mid-Term Plan, to which the initial number of Target PRSUs for each Performance Cycle shall be credited. Dividend Equivalents will be

credited on the Target PRSUs in accordance with Section 7(b) of the Mid-Term Plan. The Committee may vary the manner and terms of crediting Dividend Equivalents during the Performance Cycle, for administrative convenience or any other reason, provided that the Committee determines that any alternative manner and terms result in equitable treatment of Participant. The number of Target PRSUs and the terms of PRSUs will be subject to adjustment upon the occurrence of certain extraordinary corporate events specified in Section 7(b) of the Mid-Term Plan and otherwise in accordance with Section 6(b) of the Mid-Term Plan, such adjustments to be made by the Committee in order to prevent dilution or enlargement of Participant's opportunity to earn incentive compensation under this Agreement. Thus, the percentage of Target PRSUs earned under Section 4 will include the additional PRSUs resulting from the crediting of Dividend Equivalents.

(d) PRSUs are non-transferable to the extent specified in Section 9(h) of the Mid-Term Plan.

4. Earning of PRSUs.

(a) PRSUs for the Performance Cycle will be earned in accordance with Sections 6(a) and 6(c) of the Mid-Term Plan as follows:

(i) If Participant has been designated a "Covered Employee" for the Performance Cycle, a required condition in order for Participant to earn PRSUs for the Performance Cycle will be that the "Pre-Set Goal" has been achieved (in addition to achievement of the Challenge Goal, as specified below). The Pre-Set Goal will be achieved if the Company's aggregate earnings per share (diluted) for the three fiscal years in the Performance Cycle, excluding the effects of extraordinary and non-recurring items and changes in accounting principles, shall be positive. For purposes of compliance with requirements of Code Section 162(m), so that PRSUs earned by Participant shall qualify as performance-based compensation, the achievement of the Pre-Set Goal shall be a condition that qualifies Participant to earn the maximum number of PRSUs, with any reduction from such maximum based on the level of achievement of the Challenge Goal or as a result of any exercise of the discretion of the Committee to constitute an exercise of negative discretion for purposes of Section 162(m).

(ii) If Participant has not been designated a "Covered Employee" for the Performance Cycle, the applicable performance goal for Participant shall be the Challenge Goal specified below.

(iii) The Challenge Goal set forth herein must be achieved at the levels specified herein in order for PRSUs to be earned for the Performance Cycle. The Challenge Goal shall be the average, over the three fiscal years in the Performance Cycle, of the levels of achievement of the Executive Incentive Compensation Plan (the "EIC Plan") goal set by the Committee for each of the fiscal years in the Performance Cycle. For this purpose, the designation of target performance, which shall result in the earning of the Target PRSUs, and threshold and maximum performance, shall be the average of the target, threshold and maximum levels, respectively, specified by the Committee under the EIC Plan for the three fiscal years in the Performance Cycle. Performance and the percentage of Target PRSUs earned will be interpolated, if the performance achieved is between threshold and target or between target and maximum. The Committee retains complete discretion in setting the EIC Plan goals and related terms which are incorporated into this Challenge Goal; the setting of such EIC Plan goals and related terms may occur at any time during the Performance Cycle (subject to applicable provisions of the EIC Plan). In addition, if in the second or third year of the Performance Cycle the EIC Plan performance objective is based on business criteria different from those used in the prior year, or otherwise departs from the format that corresponds to the Plans and this Agreement, the Committee may specify a different Challenge Goal.

(b) At the Earning Date, at which time the Committee will have determined whether and the extent to which the Performance Goals specified in this Section 4 have been achieved and made other determinations authorized hereunder, any PRSUs that are determined to have not been earned shall cease to be earnable and shall be cancelled.

5. Effect of Termination of Employment.

Upon Participant's Termination of Employment prior to the Earning Date for a given Performance Cycle, the Participant's unearned PRSUs relating to that Performance Cycle shall cease to be earnable and shall be cancelled, except to the extent provided in Section 8 of the Mid-Term Plan (which provides for settlement of a specified portion of the PRSUs in certain cases of death, disability, Retirement, termination by the Company not for Cause, and certain other circumstances, including certain terminations following a Change in Control).

6. Settlement of PRSUs

(a) PRSUs that are earned will be settled by delivery of one share of Common Stock for each PRSU. Such settlement will occur as of the Earning Date, with delivery of shares to take place as promptly as practicable thereafter (and in no event more than 60 days thereafter), in accordance with Section 9 of the Mid-Term Plan. Participant may not elect to defer receipt of Common Stock issuable in settlement of PRSUs.

(b) Whenever Common Stock is to be delivered hereunder, the Company shall deliver to the Participant or the Participant's Beneficiary one or more certificates representing the shares of Common Stock, registered in the name of the Participant, the Beneficiary, or in such other form of registration as instructed by the Participant, except that the Committee may provide for alternative methods of delivery for administrative convenience. The obligation of the Company to deliver Common Stock hereunder is conditioned upon compliance by the Participant and by the Company with all applicable federal and state securities and other laws and regulations.

7. Tax Withholding.

In furtherance of the tax withholding obligations imposed under Section 9(g) of the Mid-Term Plan, the Company shall withhold from the shares deliverable in settlement of PRSUs the number of shares having an aggregate Fair Market Value equal to the mandatory Federal and state withholding requirements, including FICA, but rounded down to the nearest whole share, unless Participant has made other arrangements approved by the Human Resources Department in advance of settlement to make payment of such withholding amounts.

8. Binding Effect: Integration.

The terms and conditions set forth in this document shall be binding upon the heirs, executors, administrators and successors of the parties. The Award Certificate, this document, and the Mid-Term Plan constitutes the entire agreement between the parties with respect to the PRSUs and supersedes any prior agreements or documents with respect thereto. No amendment, alteration, suspension, discontinuation or termination of this document which may impose any additional obligation upon the Company or materially impair the rights of the Participant with respect to the PRSUs shall be valid unless in each instance such amendment, alteration, suspension, discontinuation or termination is expressed in a written instrument duly executed in the name and on behalf of the Company and, if Participant's rights are materially impaired thereby, by Participant.

9. PRSUs subject to Forfeiture Policy for Equity and Incentive Awards in the Event of Restatement of Financial Results.

The PRSUs subject to this Award Certificate are subject to the Company's Forfeiture Policy for Equity and Incentive Awards in the Event of Restatement of Financial Results as in effect at the date of this Award Certificate. Such Policy imposes conditions that may result in forfeiture of such PRSUs or the proceeds to you resulting from such PRSUs (a so-called "clawback") in certain circumstances if the Company's financial statements are required to be restated as a result of misconduct.

**VF CORPORATION 1996 STOCK COMPENSATION PLAN
NON-QUALIFIED STOCK OPTION CERTIFICATE**

Optionee:	Mackey J. McDonald
Date of Grant:	February _____, 2008
Number of Shares:	«Shares»
Option Price Per Share:	«\$ »

THIS IS TO CERTIFY that on the above Date of Grant, VF CORPORATION, a Pennsylvania corporation (the "Corporation"), granted to the named Optionee a Non-Qualified Stock Option, subject to the terms and conditions of the 1996 Stock Compensation Plan (the "Plan"), which is incorporated herein by reference. This Option shall not be treated as an Incentive Stock Option. The Optionee may purchase from the Corporation the Number of Shares of its Common Stock at the Option Price Per Share identified above, subject, however, to the following terms and conditions.

1. Subject to paragraph 2 below:

- (a) Unless the exercise date of this Option is accelerated in accordance with Article XI of the Plan, this Option shall vest as follows:
- one-third (1/3) of the shares of this Option (rounded up to the nearest whole share) shall only be exercisable for a period of nine (9) years, commencing on the first anniversary of the Date of Grant;
 - one-third (1/3) of the shares of this Option (rounded to the nearest whole share) shall only be exercisable for a period of eight (8) years, commencing on the second anniversary of the Date of Grant; and
 - one-third (1/3) of the shares of this Option (rounded down to the nearest whole share) shall only be exercisable for a period of seven (7) years, commencing on the third anniversary of the Date of Grant; and all rights to exercise all or any part of this Option will end upon the expiration of ten years from the Date of Grant;
- (b) This Option shall only be exercisable so long as the Optionee remains an employee of the Corporation or a Subsidiary (as defined in the Plan); and
- (c) In the event that the Optionee's employment is terminated at any time prior to the exercise of this Option for any reason, all of the Optionee's rights, if any then remain, under this Option shall be forfeited and this Option shall terminate immediately.

2. The provisions of paragraph 1 of this Certificate to the contrary notwithstanding, upon the termination of the Optionee's employment with the Corporation (including its Subsidiaries) at any time prior to the expiration of ten years from the Date of Grant of this Option by reason of Retirement (as defined in the Plan), permanent and total disability, death, or involuntary separation of employment with the Optionee receiving severance pay in installments, the Optionee or his estate may exercise the Option to the extent specified in this Section 2 during the applicable period: (a) the 60 month period following the date of Retirement, permanent and total disability, or the Optionee's death, or (b) until the end of the period of the Optionee's receipt of installments of severance pay in the event of involuntary separation of employment. If an Optionee dies during the 60 month period following such termination of employment by reason of Retirement or permanent and total disability, then the Optionee's estate may exercise any outstanding options during the balance of the 60 month period; and if an Optionee dies during the period of such receipt of installments of severance pay following an involuntary separation of employment, then the Optionee's estate may exercise any outstanding options during the balance of the period of receipt of installments of severance pay. If an Optionee retires (in accordance with the definition of Retirement in the Plan) prior to the payment of the final installment of severance pay following an involuntary separation of employment, the Optionee may exercise any outstanding options for the 60 month period beginning on the date of such involuntary separation of employment. Upon the termination of the Optionee's

employment with the Corporation due to death or permanent and total disability, any unvested portion of the Option will vest and become immediately exercisable in full and will remain exercisable as described in the preceding sentence. Upon termination of the Optionee's employment with the Corporation due to Retirement or involuntary separation of employment with the Optionee receiving severance pay in installments, the Option shall be or become exercisable during the post-termination exercise period only at such times as it would have been exercisable under Section 1(a) had Optionee's employment not terminated (thus, (a) in the case of Retirement, any portion of the Option that would not have vested before the expiration of the 60-month period following termination will be forfeited and (b) in the case of involuntary separation of employment, any portion of the Option that would not have vested before expiration of the period of the Optionee's receipt of installments of severance pay will be forfeited). Notwithstanding anything in this Certificate to the contrary, in no event, however, shall this Option be exercisable after the expiration of ten years from the Date of Grant.

3. During the life of the Optionee, this Option may only be exercised by the Optionee, except as otherwise provided in the Plan. The Optionee is responsible for all applicable taxes. The exercise of this Option is subject to the Corporation's policies regulating trading by employees, including any applicable "blackout" periods when trading is not permitted.

4. This Option shall be exercised by written notice to the Corporation stating the number of shares with respect to which it is being exercised and accompanied by payment of the full amount of the Option Price for the number of shares desired by a check payable to the order of the Corporation, or, if acceptable to the Committee which administers the Plan, by delivery of a cash equivalent or surrender or delivery to the Corporation of shares of its Common Stock or by a combination of a check and shares of Common Stock. The exercise date of this Option shall be the date upon which the notice of exercise is received by the Corporation with full payment of the Option Price. In addition, this Option may be exercised on behalf of the Optionee by a designated brokerage firm in accordance with the terms of the Plan and the rules of the Committee.

5. This Option may only be exercised if all personal income tax and applicable social security tax liabilities are borne by the Optionee. This includes the satisfaction of any applicable tax which the Corporation and/or the Subsidiary employing such Optionee may in its judgment be required to withhold. To enable the withholding of such tax, the Corporation or the Subsidiary employing the Optionee may receive and retain the option exercise proceeds (in the form of shares, remitting the fair market value of such shares to the appropriate taxing authorities) or the proceeds of any sale of Option shares (in the form of cash) on behalf of the Optionee. In the event that the tax withheld is not sufficient to cover the Optionee's total tax liability arising directly or indirectly from the grant of the Option, the Optionee accepts full responsibility of such tax liability.

6. The grant of this Option:

- (a) is made at the discretion of the Corporation which retains certain rights pursuant to the Plan to amend the terms of the Option or the Plan;
- (b) shall not be construed as entitling the Optionee to future option grants and/or continued employment with the Corporation (including its Subsidiaries); and
- (c) shall not be considered as part of the Optionee's salary for purposes of calculating severance in the event of the Optionee's voluntary or involuntary termination of employment.

7. This Option is subject to the Corporation's Forfeiture Policy for Equity and Incentive Awards in the Event of Restatement of Financial Results as in effect at the date of this Option. Such Policy imposes conditions that may result in forfeiture of the Option or the proceeds to you resulting from the Option (a so-called "clawback") in certain circumstances if the Corporation's financial statements are required to be restated as a result of misconduct.

8. The Corporation (including the Subsidiary employing the Optionee) is hereby authorized to transmit any personal information that it deems necessary to facilitate the administration of the Option grant.

9. This Certificate, including the rights and obligations of the Optionee and the Corporation hereunder, is subject in all respects to the Plan, which shall be controlling in the event of any inconsistency with or omission from this Certificate.

By accepting the grant of this Option, the Optionee acknowledges that he or she understands and agrees to its terms.

V. F. CORPORATION

Eric C. Wiseman
President and Chief Executive Officer

VF CORPORATION EXECUTIVE INCENTIVE COMPENSATION PLAN
As Amended and Restated Effective February 5, 2008

I. INTRODUCTION

The objective of the Executive Incentive Compensation Plan, as amended and restated (the “Plan”), is to provide incentive bonus compensation to the most senior members of the management team of VF Corporation (the “Company”) upon the achievement of performance goals established for the Company for each fiscal year. The Plan is intended to provide an additional means to attract and retain talented executives, and to link a significant element of each participant’s compensation opportunity to measures of the Company’s performance, in order to motivate the Company’s senior management team toward an even greater contribution to the results of the Company.

II. DEFINITIONS

A. **EICP COMMITTEE** — The members of the Compensation Committee of the Board of Directors of the Company who are intended to be “outside directors” as defined or interpreted for purposes of Section 162(m) of the Internal Revenue Code of 1986, as amended (the “Code”).

B. **PARTICIPANT** — An employee of the Company or a subsidiary who has been designated by the Board of Directors of the Company as an “executive officer” of the Company pursuant to Rule 16a-1(f) of the Securities Exchange Act of 1934 and selected for participation in a given Plan Period by the EICP Committee.

C. **PERFORMANCE OBJECTIVE** — The performance goal established by the EICP Committee for each Plan Period, which must be reached as a condition to payment of an Incentive Award for that Plan Period. The Performance Objective shall be comprised of specified corporate, business group or divisional levels of performance relating to one or more of the following performance criteria: earnings per share; net earnings; pretax earnings; profit before taxes; operating income; net sales; market share; balance sheet measurements; cash return on assets; return on capital, book value; shareholder return, or return on average common equity.

D. **PLAN PERIOD** — The Company’s fiscal year; provided, however, that the EICP Committee may specify a different Plan Period to meet unusual circumstances.

E. **RETIREMENT** — As used in the Plan, Retirement is defined as employment separation from the Company or any of its Subsidiaries after attaining age 55 and at least 10 years of service with the Company and/or any of its Subsidiaries.

F. **SUBSIDIARY** — Any majority-owned business organization of the Company or its direct or indirect subsidiaries, including but not limited to corporations, limited liability companies, partnerships, and any “subsidiary corporation” as defined in Section 424(f) of the Code that is a subsidiary of the Company.

G. **TARGET INCENTIVE AWARD** — The target incentive bonus established by the EICP Committee for a Participant for a Plan Period.

III. OPERATION OF THE PLAN

A. ESTABLISHMENT OF TARGET INCENTIVE AWARDS AND PERFORMANCE OBJECTIVE — No later than 90 days after the commencement of each Plan Period but in no event after more than 25% of the Plan Period has elapsed, the EICP Committee will establish in writing a Target Incentive Award for each Participant for such Plan Period and the Performance Objective for such Participant. The EICP Committee will establish in writing a range of values for the Performance Objective for such Plan Period, which values will represent a percentage of the Target Incentive Award that may be earned for achievement of the Performance Objective at a corresponding level (the “Incentive Awards”), subject to Section III. C. For example, the EICP Committee may establish a threshold level of achievement of the Performance Objective which, if not attained, will result in no Incentive Award, and the EICP Committee likewise may establish a “stretch” level of achievement of the Performance Objective which, if attained, will result in an Incentive Award equal to greater than 100% of the Target Incentive. In establishing the level of Performance Objective to be attained, the EICP Committee may disregard or offset the effect of such factors as extraordinary and/or nonrecurring items as determined in accordance with generally accepted accounting principles, and changes in accounting standards.

B. CALCULATION OF INCENTIVE AWARDS — Incentive Awards will be paid to each Participant by reference to the actual attainment of the Performance Objective relative to the Performance Objective levels established by the EICP Committee for the Plan Period. Notwithstanding the foregoing or any provision of Section IV, the EICP Committee may, in its sole discretion, exercise negative discretion to reduce earned Incentive Awards. In addition, in the case of a Participant who is not deemed by the Committee to be a “covered employee” for a given Plan Period, the Committee may exercise discretion to increase the amount of the Incentive Award determined hereunder.

C. MAXIMUM INCENTIVE AWARD — Other provisions of the Plan notwithstanding, in each calendar year a Participant may be authorized to earn Incentive Awards under the Plan up to but not exceeding the Participant’s Annual Limit. For this purpose, the Participant’s Annual Limit shall equal \$3.0 million plus the amount of the Participant’s unused Annual Limit as of the close of the previous calendar year. For this purpose, (i) “earning” means satisfying performance conditions so that an amount becomes payable, without regard to whether it is to be paid currently or on a deferred basis or continues to be subject to any service requirement or other non-performance condition, and (ii) a Participant’s Annual Limit is used to the extent an amount may be potentially earned or paid under an Incentive Award, regardless of whether such amount is in fact earned or paid.

D. PAYMENT OF INCENTIVE AWARDS — Payment of Incentive Awards for a Plan Period will be made within 30 days following the EICP Committee’s certification in writing as to the level of Performance Objective attained for the Plan Period, except to the extent (i) the Committee has specified that Incentive Awards will be paid on a deferred basis or subject to additional conditions to payment, or (ii) payment has been deferred by the Participant pursuant to any Company deferred compensation plan then in effect. Deferrals shall be mandated or permitted at the election of the Participant only in compliance with Code Section 409A. The specific rules applicable to the timing of deferral elections and the permitted distribution dates for deferrals are incorporated by reference in this Plan from the 1996 Stock Compensation Plan, as amended and restated, including Section 12.10 of that plan and any applicable Exhibit thereto setting forth such rules.

IV. CONTINGENCIES

A. **EMPLOYMENT TERMINATION** — Except as provided in Sections IV. B, IV. C and IV. E regarding permanent disability, death and Retirement, or unless the EICP Committee exercises its discretion under Section IV. D, a Participant who terminates employment voluntarily or who is terminated involuntarily prior to his receipt of an Incentive Award payment under this Plan forfeits all such payments, except as provided under the terms of any required or permitted deferral of such payments. A Participant who is employed by the Company at the end of a Plan Period shall not be deemed or considered to have accrued any right to or vested in an Incentive Award for the Plan Period.

B. **PERMANENT DISABILITY** — A Participant whose employment with the Company is terminated by reason of permanent disability is eligible to participate in the Plan for the Plan Period in which he becomes permanently disabled. The Incentive Award payment will be calculated as if employment had continued throughout the Plan Period based on actual performance for the Plan Period (and subject to the Committee's right under Section III. B to exercise discretion), but, unless otherwise determined by the Committee, the amount of the Incentive Award payable will be prorated according to the Participant's actual length of active service during the Plan Period.

C. **DEATH** — The estate of a Participant whose employment with the Company is terminated by reason of death during a Plan Period is eligible to receive a pro rata share of the Incentive Award payment to which the Participant would have been entitled. The Incentive Award payment will be calculated as if employment had continued throughout the Plan Period based on actual performance for the Plan Period (and subject to the Committee's right under Section III. B to exercise negative discretion), but, unless otherwise determined by the Committee, the amount of the Incentive Award payable will be prorated according to the Participant's actual length of active service during the Plan Period.

D. **EICP COMMITTEE DISCRETION** — The EICP Committee may grant an Incentive Award for a Plan Period to a terminated employee who had been a Plan Participant for part or all of the Plan Period if, in the EICP Committee's judgment, the payment of such Incentive Award would be in the best interest of the Company. Subject to the Committee's discretion under Section III. B above, any such Incentive Award payment will be calculated as if termination had not occurred based on actual performance for the relevant Plan Period, but, unless otherwise determined by the Committee, with payment prorated according to the Participant's actual length of active service during the Plan Period.

E. **RETIREMENT** — A Participant whose Retirement occurs prior to the distribution of an Incentive Award for a Plan Period does not forfeit the payment of such Incentive Award. The Incentive Award payment will be calculated as if Retirement had not occurred based on actual performance for the relevant Plan Period (and subject to the Committee's right under Section III. B to exercise discretion), but, unless otherwise determined by the Committee, payment will be prorated according to the Participant's actual length of active service during the Plan Period.

F. **TIMING RULE IN CASE OF AWARDS MADE FOLLOWING TERMINATION** — Incentive Awards payable to a Participant (or his estate) following termination of employment shall be paid at the time other Incentive Awards are payable to continuing employee Participants in respect of the relevant Plan Period but in any event by March 15 of the year following the year in which the Plan Period ends. If the Participant's rights relating to an Incentive Award cause it to be a deferral of compensation under Code Section 409A, no acceleration of the time of payment

will be permitted to the extent necessary to comply with applicable rules under Code Section 409A.

G. ADDITIONAL FORFEITURE CONDITION. Incentive Awards relating to a Plan Period beginning in December 2007 or later shall be subject to the Company's "Forfeiture Policy For Equity and Incentive Awards In the Event of Restatement of Financial Results" as implemented in February 2008 or, if later modified, as in effect thereafter at the time the Participant's Incentive Award was authorized for any such Plan Period. Such Policy imposes conditions on a Participant's right to receive payments under an Incentive Award and right to retain previous payments in settlement of an Incentive Award (a so-called "clawback") in certain circumstances if the Company's financial statements are required to be restated as a result of misconduct.

V. ADMINISTRATION

The EICP Committee shall have the authority and responsibility for all aspects of administration of the Plan, including but not limited to:

A. Interpretation of the Plan.

B. Establishment of the Target Incentive Awards, Performance Objective and related terms under Section III. A. for each Plan Period.

C. Certification in writing as to the level of each Performance Objective attained for each Plan Period, and that other material terms upon which payment of Incentive Awards was conditioned have been satisfied.

D. Determination of Incentive Awards and final approval of payments to Participants.

E. Determination of permanent disability and Retirement for purposes of the Plan.

F. Payment of a prorated award to a terminated employee under Section IV. D. if, in its judgment, the payment of such Incentive Award would be in the best interest of the Company.

G. Certification of death for the purpose of payment of a prorated Incentive Award to the estate of a Participant.

The EICP Committee may delegate to specified officers or employees of the Company authority to perform ministerial functions under the Plan.

VI. AMENDMENT AND TERMINATION

The EICP Committee shall have the power to amend, modify, suspend or terminate any part of the Plan at any time; provided, however, that, (i) any such change to the Plan that is beyond the delegated authority of the EICP Committee shall be subject to the approval of the Board of Directors of the Company, and (ii) any such amendment or modification shall be subject to the approval of the shareholders of the Company if such shareholder approval is required to preserve the Company's federal income tax deduction for Incentive Awards paid under the Plan pursuant to the "other performance-based compensation" exception in Section 162(m)(4)(C) of the Code.

VII. GENERAL PROVISIONS

A. **NO RIGHT TO EMPLOYMENT** — Eligibility to receive an Incentive Award or the grant of an Incentive Award shall not be construed as giving a Participant the right to be retained in the employ of the Company, nor will it affect in any way the right of the Company to terminate such employment at any time, with or without cause. In addition, the Company may at any time dismiss a Participant from employment free from any liability or any claim under the Plan, unless otherwise expressly provided in the Plan.

B. **NO LIMIT ON OTHER COMPENSATION ARRANGEMENTS** — Nothing contained in the Plan shall prevent the Company from adopting or continuing in effect other or additional compensation arrangements, and such arrangements may be either generally applicable or applicable only in specific cases.

C. **TAX WITHHOLDING**. The Company will deduct from any Incentive Award or other payment to a Participant any Federal, state, or local withholding or other tax or charge which the Company is then required to deduct under applicable law.

D. **NON-TRANSFERABILITY**. The opportunity to earn an Incentive Award, any resulting Incentive Award, and any other purported right hereunder, shall be non-assignable and non-transferable, and shall not be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment, hypothecation or garnishment by a Participant's creditors or to or in favor of any party other than the Company or a subsidiary or subject to any lien, obligation, or liability of the Participant to any party other than the Company or a subsidiary.

E. **GOVERNING LAW** — The validity, construction and effect of the Plan or any Incentive Award hereunder shall be determined in accordance with the laws of the State of North Carolina, without giving effect to principles of conflicts of laws.

F. **SEVERABILITY** — If any provision of the Plan or any Incentive Award is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or would disqualify the Plan or any Incentive Award under any law deemed applicable by the EICP Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the EICP Committee, materially altering the purpose or intent of the Plan or the Incentive Award, such provision shall be stricken as to such jurisdiction or Incentive Award, and the remainder of the Plan or any such Incentive Award shall remain in full force and effect.

G. **NO TRUST OR FUND CREATED** — Neither the Plan nor any Incentive Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a Participant or any other person. To the extent that any Participant or other person acquires a right to receive payments from the Company pursuant to the Plan, such right shall be no greater than the right of any unsecured general creditor of the Company.

H. **HEADINGS** — Headings are given to the Sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

VIII. EFFECTIVE DATE

The Plan is effective initially for the fiscal year ended December 31, 1994, subject to approval by the shareholders of the Company at the annual meeting of shareholders on April 19, 1994. This amendment and restatement of the Plan is effective for awards based on performance in the fiscal year ending January 3, 2009 and in later Plan Periods, subject to the reapproval of the business criteria that may be used for Performance Objectives to the extent required under Code Section 162(m) by shareholders of the Company. In addition, provisions applicable to Incentive Awards and rights relating thereto to ensure compliance with Code Section 409A shall apply to Participants with any such rights as of December 31, 2008 (and the Committee may deem such rules applicable to such rights at earlier dates to promote compliance with Section 409A).