
**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): June 30, 2006

ANSYS, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

0-20853
(Commission File Number)

04-3219960
(I.R.S. Employer
Identification No.)

275 Technology Drive, Canonsburg, PA
(Address of Principal Executive Offices)

15317
(Zip Code)

(Registrant's Telephone Number, Including Area Code) (724) 746-3304

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 (see General Instruction A.2. below):

- 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 1.01 Entry into a Material Definitive Agreement.

In accordance with the terms of the Third Amended and Restated ANSYS, Inc. 1996 Stock Option and Grant Plan (the “Third Amended and Restated Option Plan”) and the amended terms of the Company’s Director compensation arrangements, on June 30, 2006, the Directors received, at their election, a quarterly grant of either (a) 900 deferred stock units (DSUs) or (b) options to purchase 3,000 shares of common stock. Each Director completed his or her election prior to the grant date and each Director, other than Roger J. Heinen, Jr., elected to receive stock options.

The Deferred Stock Award or Non-Qualified Stock Option Election Form is attached hereto as Exhibit 10.1 and the form of Deferred Stock Unit Agreement under the Third Amended and Restated Option Plan is attached hereto as Exhibit 10.2, and each is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Deferred Stock Award or Non-Qualified Stock Option Election Form.
10.2	Form of Deferred Stock Unit Agreement under the Third Amended and Restated ANSYS, Inc. 1996 Stock Option and Grant Plan.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

ANSYS, INC.

Date: July 6, 2006

By: /s/ Sheila S. DiNardo
Sheila S. DiNardo – Vice President,
General Counsel & Secretary

INDEX TO EXHIBITS

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**DEFERRED STOCK AWARD OR NON-QUALIFIED STOCK OPTION
ELECTION FORM
[YEAR]**

This Deferred Stock Award or Non-Qualified Stock Option Election Form (the "Election Form") is entered into by and between ANSYS, Inc. (the "Company") and _____ ("Participant"), who is a member of the Board of Directors of the Company meeting the requirements set forth in Section 5(c) (i)(A) of the Third Amended and Restated ANSYS, Inc. 1996 Stock Option and Grant Plan (the "Plan"). The Plan provisions are incorporated herein by reference in their entirety and supersede any conflicting provisions contained in this Election Form. Capitalized terms used but not defined herein shall have the meaning given such terms in the Plan. Neither this Election Form nor the Plan shall be construed as giving the Participant any right to continue to serve as a director of the Company. This election is effective for awards granted in 200__.

1. Designation of Automatic Grant

Pursuant to Section 5(c) of the Plan, the Participant shall elect whether to receive the automatic grant (described in such Section 5(c)) as either a Deferred Stock Award or a Non-Qualified Stock Option. The Participant hereby elects to receive the automatic grant pursuant to Section 5(c) of the Plan in the form of a: [check one]

- Deferred Stock Award; or
 Non-Qualified Stock Option

2. Effective Date of Election

This Election Form must be received by the Company no later than [DATE], 20__, and will become irrevocable on such date.

ANSYS, INC.

By: _____
Name: _____
Title: _____
Date: _____

PARTICIPANT

By: _____
Name: _____
Title: _____
Date: _____

**DEFERRED STOCK UNIT AGREEMENT
UNDER THE
THIRD AMENDED AND RESTATED
ANSYS, INC.
1996 STOCK OPTION AND GRANT PLAN**

Name of Grantee:	[]
No. of Deferred Stock Units Granted:	[]
Grant Date:	[]

Pursuant to the Third Amended and Restated ANSYS, Inc. 1996 Stock Option and Grant Plan (the "Plan") as amended through the date hereof, ANSYS, Inc. (the "Company") hereby grants the number of Deferred Stock Units listed above (the "Award") to the Grantee named above. Each "Deferred Stock Unit" shall relate to one share of Common Stock par value \$.01 per share (the "Stock") of the Company, subject to the restrictions and conditions set forth herein and in the Plan.

1. Restrictions on Transfer of Award. The Award shall not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of by the Grantee, until shares of Stock have been issued pursuant to Section 3 hereof.

2. Vesting of Deferred Stock Units. The Deferred Stock Units shall be fully vested upon the Grant Date specified above.

3. Issuance of Shares of Stock.

(a) Subject to the terms of the Plan and this Award, each Deferred Stock Unit entitles the Grantee to receive one share of Stock as soon as reasonably practicable following the Settlement Date. The "Settlement Date" shall be the date of the cessation of the Grantee's service as a director of the Company.

(b) As soon as reasonably practicable following the Settlement Date, but in no event later than two and one-half months after the end of the year in which the Settlement Date occurs, the Company shall direct its transfer agent to issue to the Grantee in book entry form the number of shares of Stock equal to the number of Deferred Stock Units credited to the Grantee in satisfaction of the Award.

(c) Shares of Stock shall be issued and delivered to the Grantee in accordance with Section 3(b) upon compliance to the satisfaction of the Committee with all requirements under applicable laws or regulations in connection with such issuance and with the requirements hereof and of the Plan. The determination of the Committee as to such compliance shall be final and binding on the Grantee.

(d) Until such time as shares of Stock are issued to the Grantee pursuant to Section 3(b), the Grantee shall have no rights as a stockholder with respect to any shares of Stock underlying the Deferred Stock Units, including but not limited to any voting rights, provided, however, that any dividends or other distributions paid with respect to the shares of Stock underlying the Deferred Stock Units shall accrue and shall be converted into additional Deferred Stock Units based on the closing price of the Stock on any such distribution date and any such additional Deferred Stock Units shall be subject to the same conditions and restrictions as are the Deferred Stock Units with respect to which they were paid.

(e) Notwithstanding anything to the contrary herein or in the Plan, if the Grantee is a "key employee" (as defined in Section 416(i) of the Code, without regard to paragraph 5 thereof), any issuance of shares of Stock on account of such Grantee's cessation of service shall be delayed until at least six months after such cessation of service to the extent necessary to avoid any penalty taxes under Section 409A of the Code.

4. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Award shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Committee set forth in Section 2(b) of the Plan. Capitalized terms in this Award shall have the meaning specified in the Plan, unless a different meaning is specified herein.

5. Transferability of this Award. This Award is personal to the Grantee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution.

6. Miscellaneous.

(a) Notice hereunder shall be given to the Company at its principal place of business, and shall be given to the Grantee at the address set forth below, or in either case at such other address as one party may subsequently furnish to the other party in writing.

(b) This Award does not confer upon the Grantee any rights with respect to continuation of service as a director of the Company.

ANSYS, INC.

Dated: _____

By: _____

Name: _____

Title: _____

The foregoing Award is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned.

Dated: _____

GRANTEE

_____]

Grantee's Address:

