

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-A/A

FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES
PURSUANT TO SECTION 12(b) OR (g) OF THE
SECURITIES EXCHANGE ACT OF 1934

INTERNATIONAL FLAVORS & FRAGRANCES INC.

(Exact name of registrant as specified in its charter)

New York

13-1432060

(State of incorporation or organization)

(IRS Employer
Identification
No.)

521 West 57th Street, New York, NY

10019

(Address of principal executive offices)

(Zip Code)

Securities to be registered pursuant to Section 12(b) of the Act:

Title of each class
to be so registered

Name of each exchange on which
each class is to be registered

Stock Purchase Rights

New York Stock Exchange, Inc.

Securities to be registered pursuant to Section 12(g) of the Act:

None

(Title of Class)

Item 1. Description of Registrant's Securities to be
Registered.

On March 9, 1999, pursuant to authorization by the Board of Directors on February 9, 1999, International Flavors & Fragrances Inc., a New York corporation (the "Company"), amended the Shareholder Protection Rights Agreement, dated as of February 20, 1990 (as amended and restated as of September 25, 1998, the "Rights Agreement"), between the Company and The Bank of New York, as Rights Agent. The amendment to the Rights Agreement changes the expiration date of the Rights Agreement to February 20, 2000.

On February 13, 1990, the Board of Directors of the Company declared a dividend payable on February 28, 1990 of one right (a "Right") for each outstanding share of common stock, par value \$.12 1/2 per share, of the Company held of record at the close of business on February 28, 1990, or issued thereafter and prior to the Separation Time (as defined in the Rights Agreement) and thereafter pursuant to options and convertible securities outstanding at the Separation Time. The Rights were issued pursuant to the Rights Agreement.

The description of the Rights contained in the Company's Current Report on Form 8-K dated March 9, 1999 is hereby incorporated by reference herein.

The First Amendment to the Rights Agreement, dated as of March 9, 1999 is attached hereto as an exhibit and is hereby incorporated herein by reference. The description of the Rights incorporated by reference to the Company's Current Report on Form 8-K, dated March 9, 1999 is qualified in its entirety by reference to the Rights Agreement and such exhibits thereto.

Item 2. Exhibits.

Exhibit No. -----	Description -----
(4)	First Amendment to the Rights Agreement, dated as of March 9, 1999.
(99)	Form 8-K, dated March 9, 1999.

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereto duly authorized.

INTERNATIONAL FLAVORS &
FRAGRANCES INC.

By /s/ Stephen A. Block

Name: Stephen A. Block
Title: Vice President

Date: April 7, 1999

SHAREHOLDER PROTECTION RIGHTS AGREEMENT

This FIRST AMENDMENT to the AMENDED AND RESTATED SHAREHOLDER PROTECTION RIGHTS AGREEMENT (this "Amendment"), is made as of March 9, 1999, between International Flavors & Fragrances Inc., a New York corporation (the "Company"), and The Bank of New York, a New York banking corporation, as Rights Agent (the "Rights Agent"), which term shall include any successor Rights Agent hereunder). All capitalized terms used herein and not otherwise defined in this Amendment shall have the meanings set forth in the Shareholder Protection Rights Agreement (as defined below), as amended by this Amendment.

WHEREAS, the Company and the Rights Agent entered into a Shareholder Protection Rights Agreement (the "Shareholder Protection Rights Agreement"), dated as of February 20, 1990 (as amended and restated as of September 25, 1998); and

WHEREAS, the Board of Directors has the authority pursuant to Section 5.4(iii) of the Shareholder Protection Rights Agreement to amend the Shareholder Protection Rights Agreement in order to cure any ambiguity or to correct or supplement any provision contained therein which may be inconsistent with any other provisions therein or otherwise defective.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Shareholder Protection Rights Agreement is hereby amended by replacing the third clause of the definition of "Expiration Time" contained in Section 1.1 in its entirety with the following sentence:

"(iii) the close of business on the tenth-year anniversary of the date hereof (February 20, 2000) and".
2. Except as amended hereby, all of the terms of the Shareholder Protection Rights Agreement shall remain and continue in full force and effect and are hereby confirmed in all respects.
3. THIS AMENDMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND APPLICABLE

FEDERAL LAW WITHOUT REGARD TO CHOICE OF LAW RULES.

4. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

INTERNATIONAL FLAVORS &
FRAGRANCES INC.

By: /s/ Stephen A. Block

Name: Stephen A. Block
Title: Vice President & Secretary

THE BANK OF NEW YORK,
as Rights Agent

By: /s/ Leslie A. DeLuca

Name: Leslie A. DeLuca
Title: Vice-President

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) March 9, 1999

INTERNATIONAL FLAVORS & FRAGRANCES INC.

(Exact name of registrant as specified in its charter)

New York

1-4858

13-1432060

(State of
incorporation)

(Commission File Number)

(IRS Employer
Identification
No.)

521 West 57th Street, New York, NY

10019

(Address of principal executive offices)

(Zip Code)

(212) 765-5500

(Registrant's telephone number,
including area code)

N/A

(Former name or former address, if changed since last report)

Items 1-4. Not Applicable.

Item 5. Other Events.

On March 9, 1999, pursuant to authorization by the Board of Directors on February 9, 1999, International Flavors & Fragrances Inc., a New York corporation (the "Company"), amended the Shareholder Protection Rights Agreement, dated as of February 20, 1990 (as amended and restated as of September 25, 1998, the "Rights Agreement"), between the Company and The Bank of New York, as Rights Agent. The amendment to the Rights Agreement changes the expiration date of the Rights Agreement to February 20, 2000.

On February 13, 1990, the Board of Directors of the Company declared a dividend payable on February 28, 1990 of one right (a "Right") for each outstanding share of common stock, par value \$.12 1/2 per share, of the Company held of record at the close of business on February 28, 1990, or issued thereafter and prior to the Separation Time (as defined in the Rights Agreement) and thereafter pursuant to options and convertible securities outstanding at the Separation Time. The Rights were issued pursuant to the Rights Agreement.

The Rights will be evidenced by the Common Stock certificates until the close of business on the earlier of (either, the "Separation Time") (i) the tenth day (or such later date as the Board of Directors of the Company may from time to time fix by resolution adopted prior to the Separation Time that would otherwise have occurred) after the date on which any Person (as defined in the Rights Agreement) commences a tender or exchange offer which, if consummated, would result in such Person's becoming an Acquiring Person, as defined below, and (ii) the tenth day after the first date or such earlier or later date as the Board of Directors of the Company may from time to time fix (the "Flip-in Date") of public announcement by the Company or any Person that such Person has become an Acquiring Person (the date of such public announcement being, the "Stock Acquisition Date"); provided that if the foregoing results in the Separation Time being prior to the Record Time, the Separation Time shall be the Record Time; and provided further that if a tender or exchange offer referred to in clause (i) is canceled, terminated or otherwise withdrawn prior to the Separation Time without the purchase of any shares of stock pursuant thereto, such offer shall be deemed never to have been made. An Acquiring Person is any Person having Beneficial Ownership (as defined in the Rights

Agreement) of 20% or more of the outstanding shares of Common Stock, which term shall not include (i) the Company, any wholly-owned subsidiary of the Company or any employee stock ownership or other employee benefit plan of the Company, (ii) any person who is the Beneficial Owner of 20% or more of the outstanding Common Stock as of the date of the Rights Agreement or who shall become the Beneficial Owner of 20% or more of the outstanding Common Stock solely as a result of an acquisition of Common Stock by the Company, until such time as such Person acquires additional Common Stock, other than through a dividend or stock split, (iii) any Person who becomes the Beneficial Owner of 20% or more of the outstanding Common Stock without any plan or intent to seek or affect control of the Company if such Person promptly divests sufficient securities such that such 20% or greater Beneficial Ownership ceases or (iv) any Person who Beneficially Owns shares of Common Stock consisting solely of (A) shares acquired pursuant to the grant or exercise of an option granted by the Company in connection with an agreement to merge with, or acquire, the Company entered into prior to a Flip-in Date, (B) shares owned by such Person and its Affiliates and Associates at the time of such grant and (C) shares, amounting to less than 1% of the outstanding Common Stock, acquired by Affiliates and Associates of such Person after the time of such grant. The Rights Agreement provides that, until the Separation Time, the Rights will be transferred with and only with the Common Stock. Common Stock certificates issued after the Record Time but prior to the Separation Time shall evidence one Right for each share of Common Stock represented thereby and shall contain a legend incorporating by reference the terms of the Rights Agreement (as such may be amended from time to time). Notwithstanding the absence of the aforementioned legend, certificates evidencing shares of Common Stock outstanding at the Record Time shall also evidence one Right for each share of Common Stock evidenced thereby. Promptly following the Separation Time, separate certificates evidencing the Rights ("Rights Certificates") will be mailed to holders of record of Common Stock at the Separation Time.

The Rights will not be exercisable until the Business Day (as defined in the Rights Agreement) following the Separation Time. The Rights will expire on the earliest of (i) the Exchange Time (as defined below), (ii) the close of business on February 20, 2000 and (iii) the date on which the Rights are redeemed as described below (in any such case, the "Expiration Time").

The Exercise Price and the number of Rights outstanding, or in certain circumstances the securities purchasable upon exercise of the Rights, are subject to adjustment from time to time to prevent dilution in the event of a Common Stock dividend on, or a subdivision or a combination into a smaller number of shares of, Common Stock, or the issuance or distribution of any securities or assets in respect of, in lieu of or in exchange for Common Stock.

In the event that prior to the Expiration Time a Flip-in Date occurs, the Company shall take such action as shall be necessary to ensure and provide, to the extent permitted by applicable law, that each Right (other than Rights Beneficially Owned by the Acquiring Person or any affiliate or associate thereof, which Rights shall become void) shall constitute the right to purchase from the Company, upon the exercise thereof in accordance with the terms of the Rights Agreement, that number of shares of Common Stock of the Company having an aggregate Market Price (as defined in the Rights Agreement), on the Stock Acquisition Date that gave rise to the Flip-in Date, equal to twice the Exercise Price for an amount in cash equal to the then current Exercise Price. In addition, the Board of Directors of the Company may, at its option, at any time after a Flip-in Date and to the extent permitted by law, elect to exchange all (but not less than all) the then outstanding Rights (other than Rights Beneficially Owned by the Acquiring Person or any affiliate or associate thereof, which Rights become void) for shares of Common Stock at an exchange ratio of one share of Common Stock per Right, appropriately adjusted to reflect any stock split, stock dividend or similar transaction occurring after the date of the Separation Time (the "Exchange Ratio"). Immediately upon such action by the Board of Directors (the "Exchange Time"), the right to exercise the Rights will terminate and each Right will thereafter represent only the right to receive a number of shares of Common Stock equal to the Exchange Ratio.

In the event that prior to the Expiration Time the Company enters into, consummates or permits to occur a transaction or series of transactions after the time an Acquiring Person has become such in which, directly or indirectly, (i) the Company shall consolidate or merge or participate in a share exchange with any other Person if, at the time of the consolidation, merger or share exchange or at the time the Company enters into an agreement with respect to such consolidation, merger or share exchange, the Acquiring Person controls the Board of Directors of the

Company and (A) any term of or arrangement concerning the treatment of shares of capital stock in such merger, consolidation or share exchange relating to the Acquiring Person is not identical to the terms and arrangements relating to other holders of Common Stock or (B) the Person with whom such transaction or series of transactions occurs is the Acquiring Person or an Affiliate or Associate thereof or, (ii) the Company shall sell or otherwise transfer (or one or more of its subsidiaries shall sell or otherwise transfer) assets (A) aggregating more than 50% of the assets (measured by either book value or fair market value) or (B) generating more than 50% of the operating income or cash flow, of the Company and its subsidiaries (taken as a whole) to any other Person (other than the Company or one or more of its wholly owned subsidiaries) or to two or more such Persons which are affiliated or otherwise acting in concert, if, at the time of such sale or transfer of assets or at the time the Company (or any such subsidiary) enters into an agreement with respect to such sale or transfer, the Acquiring Person controls the Board of Directors of the Company (a "Flip-over Transaction or Event"), the Company shall take such action as shall be necessary to ensure, and shall not enter into, consummate or permit to occur such Flip-over Transaction or Event until it shall have entered into a supplemental agreement with the Person engaging in such Flip-over Transaction or Event or the parent corporation thereof (the "Flip-over Entity"), for the benefit of the holders of the Rights, providing, that upon consummation or occurrence of the Flip-over Transaction or Event (i) each Right shall thereafter constitute the right to purchase from the Flip-over Entity, upon exercise thereof in accordance with the terms of the Rights Agreement, that number of shares of common stock of the Flip-over Entity having an aggregate Market Price on the date of consummation or occurrence of such Flip-over Transaction or Event equal to twice the Exercise Price for an amount in cash equal to the then current Exercise Price and (ii) the Flip-over Entity shall thereafter be liable for, and shall assume, by virtue of such Flip-over Transaction or Event and such supplemental agreement, all the obligations and duties of the Company pursuant to the Rights Agreement. For purposes of the foregoing description, the term "Acquiring Person" shall include any Acquiring Person and its Affiliates and Associates counted together as a single Person.

The Board of Directors of the Company may, at its option, at any time prior to the close of business on the Flip-in Date, redeem all (but not less than all) the then outstanding Rights at a price of \$0.01 per Right) (the "Redemption Price"), as provided in the Rights Agreement.

Immediately upon the action of the Board of Directors of the Company electing to redeem the Rights, without any further action and without any notice, the right to exercise the Rights will terminate and each Right will thereafter represent only the right to receive the Redemption Price in cash for each Right so held.

The holders of Rights will, solely by reason of their ownership of Rights, have no rights as stockholders of the Company, including, without limitation, the right to vote or to receive dividends.

The Rights will not prevent a takeover of the Company. However, the Rights may cause substantial dilution to a person or group that acquires 20% or more of the Common Stock unless the Rights are first redeemed by the Board of Directors of the Company. Nevertheless, the Rights should not interfere with a transaction that is in the best interests of the Company and its stockholders because the Rights can be redeemed on or prior to the close of business on the Flip-in Date, before the consummation of such transaction.

As of December 31, 1998 there were 115,761,840 shares of Common Stock issued (of which 106,044,798 shares were outstanding and 9,715,775 shares were held in treasury) and 6,542,967 shares reserved for issuance pursuant to employee benefit plans. As long as the Rights are attached to the Common Stock, the Company will issue one Right with each new share of Common Stock so that all such shares will have Rights attached.

The First Amendment to the Rights Agreement, dated as of March 9, 1999 is attached hereto as an exhibit and is incorporated herein by reference. The foregoing description of the Rights is qualified in its entirety by reference to the Rights Agreement and such exhibits thereto.

Item 6. Not Applicable.

Item 7. Exhibits.

(4) First Amendment to the Rights Agreement, dated as of March 9, 1999.

Items 8-9. Not Applicable.

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, hereunto duly authorized.

INTERNATIONAL FLAVORS &
FRAGRANCES INC.

By /s/ Stephen A. Block

Name: Stephen A. Block
Title: Vice-President

Date: April 7, 1999