
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
under
THE SECURITIES ACT OF 1933

HAEMONETICS CORPORATION

(Exact name of issuer as specified in its charter)

Massachusetts
State of Incorporation

04-2882273
(IRS Employer Identification Number)

400 Wood Road, Braintree, Massachusetts 02184
(781) 848-7100
(Address and telephone number of Principal Executive Offices)

HAEMONETICS CORPORATION
2007 Employee Stock Purchase Plan
(Full Title of the Plan)

Alicia R. Lopez, Vice President Corporate Affairs
Haemonetics Corporation
400 Wood Road
Braintree, Massachusetts 02184
(781) 848-7100
(Name, address and telephone number of agent for service)

Copy to:
Mary Ellen O'Mara
Nixon Peabody LLP
100 Summer Street
Boston, Massachusetts 02110

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to Be Registered(1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee(2)
Common Stock, \$.01 par value per share	700,000	\$57.20	\$40,040,000	\$1,574

- (1) Also registered hereunder are such additional number of shares of Common Stock, presently indeterminable, as may be necessary to satisfy the antidilution provisions of the Plan to which this Registration Statement relates.
- (2) The registration fee has been calculated with respect to the 700,000 shares registered on the basis of the closing price of \$57.20 on the New York Stock Exchange on February 11, 2008.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The Company hereby incorporates by reference the documents listed in (a) through (c) below. In addition, all documents subsequently filed by the Company pursuant to Section 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 (prior to the filing of a Post-Effective Amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold) shall be deemed to be incorporated by reference in this Registration Statement and to be a part thereof from the date of filing of such documents. Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superceded for purposes of this Registration Statement to

the extent that a statement contained herein or in any other subsequently filed document which also is incorporated or is deemed to be incorporated by reference herein modifies or supercedes such earlier statement. Any statement so modified or superceded shall not be deemed, except as so modified or superceded, to constitute part of this Registration Statement.

(a) The Company's latest annual report filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or the latest Prospectus filed pursuant to Rule 424(b) under the Securities Act of 1933, which contains either directly or by incorporation by reference audited financial statements for the Company's latest fiscal year for which such statements have been filed.

(b) All other reports filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 since the end of the fiscal year covered by the annual report or the Prospectus referred to in (a) above.

(c) The description of the Company's Common Stock which is contained in the Registration Statement filed by the Company under the Securities Exchange Act of 1934, including any amendment or report filed for the purpose of updating such description.

Item 4. Description of Securities

Inapplicable

Item 5. Interests of Named Experts and Counsel

The validity of the authorization and issuance of the Common Stock offered hereby will be passed upon for the Company by Alicia R. Lopez, Vice President Corporate Affairs, Haemonetics Corporation. Ms. Lopez holds options to purchase Common Stock and owns shares of Common Stock of the Company.

Item 6. Indemnification of Directors and Officers

Section 8.51 of Chapter 156D of the General Laws of the Commonwealth of Massachusetts authorizes a Massachusetts corporation to indemnify an individual who is a party to a proceeding because he or she is a director against liability incurred in the proceeding if (1)

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(i) such individual conducted himself/herself in good faith, (ii) such individual reasonably believed that his/her conduct was in the best interest in the corporation or that his/her conduct was at least not opposed to the best interest of the corporation, and (iii) in the case of any criminal proceeding, such individual had no reasonable cause to believe that his/her conduct was unlawful or (2) such individual engaged in conduct for which he/she shall not be liable under a provision of the Articles of Organization authorized by Section 2.02(b)(4) of Chapter 156D of the Massachusetts General Laws.

Section 8.56 of Chapter 156D of the Massachusetts General Laws authorizes corporation to indemnify an officer of the corporation who is a party to a proceeding because he/she is an officer of the corporation to the same extent as a director and, if he/she is an officer but not a director, to such further extent as may be provided by the articles of organization, by-laws or a resolution of the board of directors or contract except for liability rising out of acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law.

The Company's Restated Articles of Organization provide that no director shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability, except for any matter in respect of which the director shall be liable under Section 61 or 62 of Chapter 156B of the Massachusetts General Laws or any amendment thereto or successor provision thereto or shall be liable by reason that, in addition to any and all other requirements for such liability, he/she (i) shall have breached his/her duty of loyalty to the corporation or its stockholders, (ii) shall not have acted in good faith or, in failing to act, shall not have acted in good faith, (iii) shall have acted in a manner involving intentional misconduct or a knowing violation of law, or in failing to act, shall have acted in a manner involving intentional misconduct or a knowing violation of law, or (iv) shall have derived an improper personal benefit.

Section 8.52 of Chapter 156D of the Massachusetts General Laws provides that a corporation must indemnify a director who is wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because he/she was a director of the corporation against reasonable expenses incurred by him/her in connection with the proceeding.

Article XXIX of the By-Laws of the Company provides as follows:

"ARTICLE XXIX

Indemnification of Directors and Others

Section 29.1 Definitions

For purposes of this Article XXIX:

(a) "Director/officer" means any person who is serving or has served as a Director, officer or employee of the Corporation appointed or elected by the Board of Directors or the shareholders of the Corporation, or any Director, officer or employee of the Corporation who is serving or has served at the request of the Corporation as a Director, officer, trustee, principal, partner, member of a committee, employee or other agent of any other organization, or in any capacity with respect to any employee benefit plan of the Corporation or any of its subsidiaries.

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(b) "Proceeding" means any action, suit or proceeding, whether civil, criminal, administrative or investigative, brought or threatened in or before any court, tribunal, administrative or legislative body or agency, and any claim which could be the subject of a Proceeding.

(c) “Expense” means any fine or penalty, and any liability fixed by a judgment, order, decree or award in a Proceeding, any amount reasonably paid in settlement of a Proceeding and any professional fees and other disbursements reasonably incurred in connection with a Proceeding. The term “Expense” shall include any taxes or penalties imposed on a Director/officer with respect to any employee benefit plan of the Corporation or any of its subsidiaries.

Section 29.2 Right to Indemnification

Except as limited by law or as provided in Sections 29.3 and 29.4 of this Article XXIX, each Director/officer (and his heirs and personal representatives) shall be indemnified by the Corporation against any Expense incurred by him in connection with each Proceeding in which he is involved as a result of his serving or having served as a Director/officer.

Section 29.3 Indemnification not Available

No indemnification shall be provided to a Director/officer with respect to a Proceeding as to which it shall have been adjudicated that he did not act in good faith in the reasonable belief that his action was in the best interests of the Corporation, or, to the extent that such Proceeding relates to service with respect to an employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan.

Section 29.4 Compromise or Settlement

In the event that a Proceeding is compromised or settled so as to impose any liability or obligation on a Director/officer or upon the Corporation, no indemnification shall be provided as to said Director/officer with respect to such Proceeding if such Director/officer shall have been adjudicated not to have acted in good faith in the reasonable belief that his action was in the best interests of the Corporation, or, to the extent that such Proceeding relates to service with respect to an employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan.

Section 29.5 Advances

The Corporation shall pay sums on account of indemnification in advance of a final disposition of a Proceeding upon receipt of an undertaking by the Director/officer to repay such sums if it is subsequently established that he is not entitled to indemnification pursuant to Sections 29.3 and 29.4 hereof, which undertaking may be accepted without reference to the financial ability of such person to make repayment.

Section 29.6 Not Exclusive

Nothing in this Article XXIX shall limit any lawful rights to indemnification existing independently of this Article 29.

Section 29.7 Insurance

The provisions of this Article XXIX shall not limit the power of the Board of Directors to authorize the purchase and maintenance of insurance on behalf of any Director/officer against any liability incurred by him in any such capacity, or arising out of his status as such, whether or

not the Corporation would have the power to indemnify him against such liability under this Article XXIX.”

The Company maintains directors’ and officers’ liability insurance.

The Company’s Restated Articles of Organization contain the same provision regarding indemnification as that contained in Article XXIX of the By-Laws of the Company.

Item 7. Exemption from Registration Claimed

Inapplicable

Item 8. Exhibits

Number Description

- | | |
|----|--|
| 4A | Haemonetics Corporation 2007 Employee Stock Purchase Plan |
| 5 | Opinion of Alicia R. Lopez, Vice President Corporate Affairs, Haemonetics Corporation, as to legality of shares being registered and consent. |
| 23 | Consents of Independent Public Accounting Firm - included in Registration Statement under heading “Consent of Independent Public Accountants.” |

Item 9. Undertakings

The undersigned Registrant hereby undertakes the following:

(a) The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

- (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

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(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) The undersigned registrant hereby undertakes, that, insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Braintree, Massachusetts on February 11, 2008.

HAEMONETICS CORPORATION

By: /s/ Brad Nutter
Brad Nutter
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Ronald G. Gelbman and Brad Nutter his/her true and lawful attorneys-in-fact and agents, each acting alone, with full powers of substitution and resubstitution, for him/her or in his/her name, place and stead, in any and all capacities to sign any and all amendments or post-effective amendments to this Registration Statement (or any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do any perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, each acting alone, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Brad Nutter</u> Brad Nutter	President, Chief Executive Officer, Chairman of the Board of Directors	February 11, 2008
<u>/s/ Christopher Lindop</u> Christopher Lindop	Vice President and Chief Financial Officer (Principal Financial	February 11, 2008

/s/ Susan M. Hanlon
Susan M. Hanlon

Vice President Planning and Control
(Principal Accounting Officer)

February 11, 2008

/s/ Susan Bartlett Foote
Susan Bartlett Foote

Director

February 11, 2008

/s/ Lawrence C. Best
Lawrence C. Best

Director

February 11, 2008

/s/ Ronald G. Gelbman
Ronald G. Gelbman

Director

February 11, 2008

/s/ Pedro P. Granadillo
Pedro P. Granadillo

Director

February 11, 2008

/s/ Richard J. Meelia
Richard J. Meelia

Director

February 11, 2008

/s/ Ronald L. Merriman
Ronald L. Merriman

Director

February 11, 2008

/s/ Mark W. Kroll
Mark W. Kroll

Director

February 11, 2008

DISCLOSURE DOCUMENT

February 11, 2008

(This document is delivered pursuant to Form S-8

Part I, and constitutes part of

a prospectus covering securities

that have been registered under the

Securities Act of 1933.)

HAEMONETICS CORPORATION

2007 EMPLOYEE STOCK PURCHASE PLAN

General Information

Haemonetics Corporation, a Massachusetts corporation, whose principal executive offices are located at 400 Wood Road, Braintree, Massachusetts 02184, telephone number (617) 848-7100 (the "Company") has a 2007 Employee Stock Purchase Plan, which was adopted by the Board of Directors on June 12, 2007 and approved by the stockholders on August 1, 2007. The Plan is intended to provide a means whereby eligible employees may purchase Common Stock of the Company through payroll deductions, thereby encouraging employee participation in the Company's economic growth through stock ownership, and aligning employee interests with those of the stockholders of the Company.

There are 700,000 shares of Common Stock available for grant under the Plan. Shares issued pursuant to the Plan shall be shares of the Company's authorized but unissued Common Stock. The number of shares issuable under the Plan is subject to appropriate adjustment in the event of a stock split, a subdivision or consolidation of shares of Common Stock, capital adjustments or payments of stock dividends or distributions or other increases or decreases in the outstanding shares of Common Stock effected without receipt of consideration by the Company.

Set forth below is a summary of the principal provisions of the Plan, which is set forth in full as Exhibit A to this Prospectus; and this summary is qualified in its entirety by reference to the Plan.

Eligibility

All persons employed by the Company or one of its subsidiaries are eligible to participate in the Plan, except (i) persons whose customary employment is less than twenty hours per week or five months or less per year; and (ii) persons who are deemed for purposes of Section 423(b)(3) of the Code to own stock possessing 5% or more of the total combined voting power or value of all classes of stock of the Company or a subsidiary.

Administration, Termination and Amendment

The Plan is administered by the Board of Directors or a Stock Purchase Plan Committee appointed from time to time by the Board of Directors. All members of the Committee serve at the discretion of the Board. The Board of Directors or the Committee, if one has been appointed, is vested with full authority to make, administer and interpret such equitable rules and regulations regarding the Plan as it may deem advisable. Determinations by the Board of Directors, or the Committee, as to the interpretation and operation of the Plan are final and conclusive.

The last purchase period under the Plan ends on October 31, 2017, provided, however, that the Board of Directors has the right to terminate the Plan at any time. In the event of the expiration of the Plan or its termination, all rights then outstanding under the Plan shall automatically be cancelled and the entire amount credited to the account of each Participant thereunder shall be refunded to each such Participant. In addition, the Board of Directors may amend the Plan at any time without the consent of the Participants, but no such amendment shall adversely affect rights previously granted under the Plan and no such amendment (without the approval of the Company's stockholders) may: (a) increase the total number of shares of Common Stock which may be purchased by all Participants; or (b) change the class of employees eligible to receive rights under the Plan. The termination of the Plan is not to be deemed an action which adversely affects rights previously granted under the Plan.

Additional information regarding the Plan and its administrators is available upon written or oral request made to the Company at 400 Wood Road, Braintree, Massachusetts 02184 (Attention: Alicia R. Lopez, Vice President Corporate Affairs) telephone number (617) 848-7100.

Operation of the Plan

There are two "purchase periods" in each full calendar year during which the Plan is in effect, one commencing on November 1 of each calendar year and continuing through April 30 and the second commencing on May 1 of each calendar year and continuing through October 31 of such calendar year. Eligible employees may elect to become Participants in the Plan for a purchase period by completing a Stock Purchase Agreement prior to the first day of the purchase period for which the election is made. The election to participate is effective until it is revoked. There is no limit on the number of purchase periods for which an eligible employee may elect to become a participant in the Plan. In the Stock Purchase Agreement, the participating employee authorizes regular payroll deductions amounting to such full percentage of the Participant's basic compensation as the Participant shall designate. Such payroll deduction cannot amount to less than 2% nor more than 15% of the Participant's basic compensation.

All sums deducted from the basic compensation of Participants will be credited to a stock purchase account established for each Participant on the books of the Company, but prior to use of such funds for the purchase of shares of the Company's Common Stock in accordance with the Plan, the Company may use such funds for any valid corporate purpose. The Company is under no obligation to pay interest on funds credited to a Participant's stock purchase account in any event. The purchase price of shares of the Company's stock under the Plan is the lower of (i) 85% of the fair market of a share of Common Stock for the first business day of the relevant

purchase period or (ii) 85% of such value on the relevant exercise date. The fair market value on a given day is the closing price of a share of Common Stock of the Company on the New York Stock Exchange. Each participating employee receives a right to purchase shares, effective on the first day of the purchase period to purchase shares of Common Stock on the exercise date, which is the last business day of the purchase period. The number of shares which a Participant may purchase under the right is the quotient of the aggregate payroll deductions in the purchase period authorized by each Participant divided by the purchase price, but in no event greater than 800 shares per right. No employee can be granted a right under the Plan which permits the purchase shares under the Plan and any other Internal Revenue Code Section 423(b) employee stock purchase plan of the Company or any parent or subsidiary to accrue at a rate which exceeds in any one calendar year \$25,000 of the fair market value of the Common Stock as of the date the right to purchase is granted. The Plan defines Basic Compensation as the regular rate of salary or wages in effect immediately prior to a purchase period, including sales commissions, before any deductions or withholdings, but excluding overtime, bonuses and amounts paid in reimbursement for expenses.

Each participating employee automatically is deemed to have exercised his or her right on the exercise date of the purchase period in which he or she is participating, to the extent that the balance in the Participant's account under the Plan is sufficient to purchase, at the purchase price in effect for the purchase period, whole shares of the Company's stock subject to his or her right. Any balance remaining in the Participant's account shall be carried forward and credited for use in the next purchase period; but if the Participant chooses not to participate in the next purchase period, such balance is refunded to him or her in cash. A Participant has a right to cancel participation in the Plan for a purchase period by delivering a notice of cancellation to the Company not later than ten days before the exercise date for such purchase period. In the event of such cancellation, the Participant receives in cash the amount credited to his or her account. Any Participant who so withdraws from the Plan may again become a Participant at the start of the next purchase period.

Upon dissolution or liquidation of the Company or a merger or a consolidation in which the Company is not the surviving entity, every right outstanding under the Plan shall terminate and each Participant shall be refunded the sums then in his or her account.

Shares of Common Stock purchased under the Plan shall be deemed to have been issued at the close of business on the exercise date, and prior to that date a Participant shall not have any rights or privileges as a stockholder of the Company with respect to such shares. Shares purchased under the Plan shall be registered either in the Participant's name, jointly in the names of the Participant and his spouse, or in the name of the Participant or his spouse as guardian for their children, as the Participant shall designate in his Stock Purchase Agreement. Such designation may be changed at any time by filing notice with the Company.

Upon the Participant's death or other termination of employment, his or her participation in the Plan shall cease and the entire balance credited to his or her account under the Plan shall be automatically refunded to him or her or (in the event of death) to the Participant's designated beneficiary, if any, under a group insurance plan of the Company covering the Participant, or otherwise to his or her estate. Employment is treated as continuing intact while a Participant is on military leave, sick leave or other bona fide leave of absence, for up to 90 days or so long as

the Participant's right to re-employment is guaranteed, either by statute or contract, if longer than 90 days.

The right to purchase shares of Common Stock under the Plan is exercisable only by the Participant during his or her lifetime and is not transferable. The receipt of a right under the Plan does not imply any right to continued employment with the Company for any Participant.

Tax Effects of Plan Participation

Under the Internal Revenue Code, an employee incurs no tax liability on the grant of an option to purchase shares under the Plan nor on the acquisition of the shares upon automatic exercise of the option.

An employee will obtain favorable tax treatment on the disposition of shares acquired under the Plan if the shares are held by the employee for at least two years from the first day of the period in which the shares are purchased (the "Purchase Period"). Dispositions of the shares after the expiration of the two year period are called "qualifying dispositions". Upon a qualifying disposition, if the amount realized is greater than the purchase price of the shares, there shall be included in the employee's gross income as compensation taxable at ordinary income rates (and not as capital gain) the lesser of (1) fifteen percent (15%) of the fair market value of the shares on the first day of the Purchase Period or (2) the amount by which the fair market value of the shares at the time of disposition exceeded eighty-five percent (85%) of the fair market value of the shares on the first day of the Purchase Period. The basis of the employee's shares, which is initially equal to the actual purchase price, is increased by an amount equal to the amount includable as compensation in his or her gross income. The excess of the amount realized over the employee's increased basis is long term capital gain.

Upon a qualifying disposition, if the amount realized is less than the purchase price, the employee recognizes no ordinary income and will have a long-term capital loss equal to the difference between the amount realized and the purchase price.

If an employee sells the shares before the expiration of the required holding period, which is a disqualifying disposition, he or she realizes ordinary income (compensation) in the year of the disposition to the extent of the difference between the purchase price and the fair market value of the shares on the

last day of the Purchase Period. The basis of the employee's shares, which is initially equal to the actual purchase price, is increased by an amount equal to the amount includable as compensation in his or her gross income.

Any amount realized upon such disqualifying disposition in excess of the employee's increased basis in the shares will be treated as long-term or short-term capital gain, depending upon the holding period of the shares. If the amount realized upon such disqualifying disposition is less than the employee's increased basis in the shares, the loss will be treated as long-term or short-term capital loss, depending upon the holding period of the shares.

No deduction will be allowed to the Company for federal income tax purposes at the time of the grant or exercise of an option under the Plan. At the time of a disqualifying disposition by an employee, the Company will be entitled to a deduction for the amount taxable to the

employee as ordinary income. The Company is not entitled to a deduction for the ordinary income realized by an employee upon a qualifying disposition.

MISCELLANEOUS

The Plan is not a qualified plan under Section 401 of the Internal Revenue Code, and is not subject to the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA").

No reports with respect to rights to purchase shares under the Plan are furnished on a regular basis; however, a Participant will be furnished, free of charge, upon request to the general counsel of the Company, a report with respect to the amount and status of the Participant's account.

No person has or may create a lien on any funds, securities or other property held under the Plan by reason of the provisions thereof or any contract in connection therewith.

RESTRICTIONS ON RESALE

The Plan contains no restrictions upon resale of shares acquired thereunder.

Shares acquired (while a Registration Statement relating to such shares is in effect under the Securities Act of 1933) under the Plan by persons who are not affiliates of the Company may be sold by such persons without registration under the 1933 Act, and without the need to comply with Rule 144 thereunder. Public resales of shares acquired (while a Registration Statement relating to such shares is in effect under the 1933 Act) under the Plan by persons who are affiliates of the Company will be subject to registration or compliance with the requirements of Rule 144 under the 1933 Act other than the holding period requirement of paragraph (d) of that Rule.

Employees who are directors or officers of the Company or its subsidiaries may be deemed to be affiliates of the Company.

Incorporation of Certain Documents By Reference

The Company hereby incorporates by reference into the Section 10(a) Prospectus, of which this Disclosure Document is a part, the documents listed in (a) through (c) below. In addition, all documents subsequently filed by the Company pursuant to Section 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 (prior to the filing of a Post-Effective Amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold) shall be deemed to be incorporated by reference in this Prospectus and to be a part thereof from the date of filing of such documents. Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superceded for purposes of this prospectus to the extent that a statement contained herein or in any other subsequently filed document which also is incorporated or is deemed to be incorporated by reference herein modifies or supercedes such earlier statement. Any statement so modified or superceded shall not be deemed, except as so modified or superceded, to constitute part of this prospectus.

(a) The Company's latest annual report filed pursuant to Section 13 or 15(d) of the Securities and Exchange Act of 1934 or the latest Prospectus filed pursuant to Rule 424(b) under the Securities Act of 1933, which contains either directly or by incorporation by reference, audited financial statements for the Company's latest fiscal year for which such statements have been filed.

(b) All of the reports filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 since the end of the fiscal year covered by the annual reports or the Prospectus referred to in (a) above.

(c) The description of the Company's Common Stock which is contained in the Registration Statement filed by the Company under the Securities Exchange Act of 1934, including any amendment or report filed for the purpose of updating such description.

These documents, as well as the Company's Annual Report to Stockholders for the latest fiscal year, are available to you, without charge, upon written or oral request made to Alicia R. Lopez, Vice President Corporate Affairs, at Wood Road, Braintree, MA 02184, telephone (617) 848-7100.

February 11, 2008

Haemonetics Corporation
400 Wood Road
Braintree, MA 02184

Ladies and Gentlemen:

I am counsel to Haemonetics Corporation, a Massachusetts Corporation (the “Company”), and as such counsel I am familiar with the corporate proceedings taken in connection with the adoption of the Company’s 2007 Employee Stock Purchase Plan (the “Plan”). I am also familiar with the Registration Statement on Form S-8 to which a copy of this opinion will be attached as an exhibit.

As such counsel, I have examined the corporate records of the Company including its Restated Articles of Organization, as amended, By-laws, Minutes of Meetings of its Board of Directors and Stockholders and such other documents as I have deemed necessary as a basis for the opinions herein expressed.

Based upon the foregoing, and having regard for such legal considerations as I deem relevant, I am of the opinion that:

1. The Company is validly existing as a corporation and in good corporate standing under the laws of the Commonwealth of Massachusetts.
2. The Company has duly authorized the issuance of 150,000,000 shares of common stock, \$.01 par value per share (“Common Stock”).
3. The shares of Common Stock issuable pursuant to the Plan have been duly authorized, and when issued in accordance with the terms of the Plan, such shares will be validly issued, fully paid and nonassessable shares of capital stock of the Company to which no personal liability will attach.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement on Form S-8 and to reference to me under the caption “Interest of Named Experts and Counsel” in the Registration Statement.

Very truly yours,

/s/ Alicia R. Lopez

Alicia R. Lopez

Vice President Corporate Affairs

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement on Form S-8 pertaining to the 2007 Employee Stock Purchase Plan of Haemonetics Corporation of our reports dated May 21, 2007 with respect to the consolidated financial statements and schedules of Haemonetics Corporation included in its Annual Report (Form-10K) for the year ended March 31, 2007, Haemonetics Corporation management's assessment of the effectiveness of internal control over financial reporting, and the effectiveness of internal control over financial reporting of Haemonetics Corporation filed with the Securities and Exchange Commission.

ERNST & YOUNG LLP

Boston, Massachusetts,
February 11, 2008
