

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of  
The Securities Exchange Act of 1934

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Date of Report (Date of earliest event reported):  
May 8, 2017

United States Steel Corporation

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(Exact name of registrant as specified in its charter)

Delaware ----- (State or other jurisdiction of incorporation)	1-16811 ----- (Commission File Number)	25-1897152 ----- (IRS Employer Identification No.)
600 Grant Street, Pittsburgh, PA ----- (Address of principal executive offices)		15219-2800 ----- (Zip Code)
	(412) 433-1121 ----- (Registrant's telephone number, including area code)	

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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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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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.

UNITED STATES STEEL CORPORATION

By: /s/ Arden T. Phillips

Name: Arden T. Phillips

Title: Corporate Secretary and Associate General Counsel

Dated: May 10, 2017

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**SEPARATION AGREEMENT**

1. \_\_\_\_\_ Executive notified the Company that he is voluntarily retiring from the position of Chief Executive Officer of the Company as of the Effective Date ( any .

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f. If

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10. \_\_\_\_\_ Executive acknowledges that he received and was provided valuable non-public information obtained, possessed or developed by the Company in the ordinary course of its business and that the protection of such "Confidential Information" is of vital importance to the Company's business and interests. All such Confidential Information, whether written or not and whether marked as confidential or not, is presumed to be confidential. Examples of Confidential Information include, but are not limited to, non-public information concerning the Company's employees, directors, officers, customers, prices, sales techniques, estimating and pricing systems, internal cost controls, production processes and methods, employment practices, product planning and development programs, possible divestitures and acquisitions, marketing plans, product information, inventions, blueprints and sketches, technical and business concepts, training programs, legal, compliance and regulatory matters, regardless of whether devised, developed, produced, worked on, or invented in whole or in part by himself or others, and whether or not copyrightable, trademarkable, licensable, or reduced to practice. Executive acknowledges and agrees that as an employee of the Company, he has been under a legal obligation to respect and protect such Confidential Information. Executive agrees that he will not, directly or indirectly, at any time or in any manner whatsoever, use any such Confidential Information for his personal use or advantage, or disclose or make such Confidential Information available to others, regardless of how or when he came into possession of such Confidential Information. Subject to the provisions of Section 7 (non-competition), nothing herein prevents Executive from using his general knowledge, skill, and experience in gainful employment by a third party after his employment with the Company.

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11. Executive understands that nothing in this Agreement shall be construed to prohibit him from reporting conduct to, providing truthful information to, or participating in any investigation or proceeding conducted by, any federal or state government agency or self-regulatory organization. He expressly waives, however, his right to recovery or relief of any type, including damages or reinstatement, in any administrative or court action or proceeding, whether state or federal, and whether brought by Executive or on his behalf, related in any way to the matters released herein.

~~11~~ Executive understands the provisions in the above paragraphs are material to this Agreement, and that a material violation of any of them would constitute a breach of this Agreement. In the event of a material breach or a material threatened breach by Executive of any of the provisions of Paragraphs 5, 6, 7, or 10, the Company, in addition and supplementary to other rights and remedies existing in its (or their) favor, shall be entitled to specific performance of each of such Sections, including temporary, preliminary and/or permanent injunctive or other equitable relief ~~9XG~~ temporary emporary e

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- d. The Company has advised him to consult with an attorney prior to executing this Release;
  - e. He has a period of
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19. This Agreement constitutes the entire agreement between Executive and the Company; this Agreement has been executed based upon the terms set forth herein; neither Executive nor the Company have relied on any prior agreement or representation, whether oral or written, which is not set forth in this Agreement; no prior agreement, whether oral or written, shall have any effect on the terms and provisions of this Agreement; and all prior agreements, whether oral or written, are expressly superseded and/or revoked by this Agreement.
20. After utilizing as much of the 21-day period above as he deems necessary to consider this matter, and after consulting with an attorney if he so elected, Executive has freely executed this Agreement so as to secure the consideration provided hereunder.

**Executive and the Company have read and understand the provisions set forth above, and agree to be legally bound by this Agreement.**

/s/ Mario Longhi  
Executive

Date: 05/08/17

**For the Company:**

/s/ Suzanne R. Folsom

Date: 5/8/17



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2017-00X

United States Steel Corporation, headquartered in Pittsburgh, Pa., is a leading integrated steel producer and Fortune 250 company with major operations in the United States and Central Europe. For more information about U. S. Steel please visit [www.ussteel.com](http://www.ussteel.com).

