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

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15 (d)
OF THE SECURITIES EXCHANGE ACT OF 1934
FOR THE QUARTER ENDED JUNE 30, 1999

COMMISSION FILE NUMBER 0-20165

STERIS CORPORATION
(Exact name of registrant as specified in its charter)

OHIO	34-1482024
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)
5960 HEISLEY ROAD, MENTOR, OHIO 44060-1834	440-354-2600
(Address of principal executive offices)	(Registrant's telephone number, including area code)

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes [X] No [ ].

The number of Common Shares outstanding as of June 30, 1999: 67,333,468

PART I FINANCIAL INFORMATION

STERIS CORPORATION
CONSOLIDATED CONDENSED BALANCE SHEETS
(IN THOUSANDS) (UNAUDITED)

	JUNE 30, 1999	MARCH 31, 1999
ASSETS		
Current assets:		
Cash and cash equivalents	$ 17,640	$ 23,680
Accounts receivable	210,837	230,346
Inventories	121,953	99,279
Current portion of deferred income taxes	21,910	21,910
Prepaid expenses and other assets	15,828	18,182
TOTAL CURRENT ASSETS	388,168	393,397
Property, plant, and equipment	387,185	372,386
Accumulated depreciation	(119,201)	(111,105)
Net property, plant, and equipment	267,984	261,281
Intangibles	280,570	280,750
Accumulated amortization	(74,094)	(72,499)
Net intangibles	206,476	208,251
Other assets	3,170	3,067
TOTAL ASSETS	$ 865,798	$ 865,996
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Current portion of long-term indebtedness	$ 2,200	$ 2,200
Accounts payable	32,812	47,431
Accrued expenses and other	99,387	107,506
TOTAL CURRENT LIABILITIES	134,399	157,137
Long-term indebtedness	256,475	221,500
Deferred income taxes	2,810	2,810
Other long-term liabilities	48,617	48,612
TOTAL LIABILITIES	442,301	430,059
Shareholders' equity:		
Serial preferred shares, without par value, 3,000 shares authorized; no shares outstanding		
Common Shares, without par value, 300,000 shares authorized; issued and outstanding shares of 67,333 at June 30, 1999, and 67,956 at March 31, 1999, excluding 1,145 and 523 treasury shares, respectively	201,593	222,946
Retained earnings	229,198	219,863
Cumulative translation adjustment	(7,294)	(6,872)
TOTAL SHAREHOLDERS' EQUITY	423,497	435,937
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 865,798	$ 865,996

See notes to consolidated condensed financial statements.

STERIS CORPORATION
CONSOLIDATED CONDENSED STATEMENTS OF INCOME
(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS) (UNAUDITED)

	THREE MONTHS ENDED JUNE 30	
	1999	1998
Net revenues	$ 176,813	$ 173,775
Cost of goods and services sold	94,801	92,461
Gross profit	82,012	81,314
Costs and expenses:		
Selling, informational, and administrative	57,651	49,531
Research and development	6,208	6,029
	63,859	55,560
Income from operations	18,153	25,754
Interest expense	(3,493)	(2,394)
Interest income and other	396	155
Income before income taxes	15,056	23,515
Income tax expense	5,721	9,170
Net income	$ 9,335	$ 14,345
Net income per share - basic	$ 0.14	$ 0.21
Net income per share - diluted	$ 0.14	$ 0.20

See notes to consolidated condensed financial statements.

STERIS CORPORATION
CONSOLIDATED CONDENSED STATEMENTS OF CASH FLOWS
(IN THOUSANDS) (UNAUDITED)

	THREE MONTHS ENDED JUNE 30	
	1999	1998
OPERATING ACTIVITIES		
Net income	$ 9,335	$ 14,345
Adjustments to reconcile net income to net cash (used in) provided by operating activities:		
Depreciation and amortization	9,878	7,145
Deferred income taxes	0	55
Other items	(614)	48
Changes in operating assets and liabilities:		
Accounts receivable	19,509	16,481
Inventories	(22,674)	(18,801)
Other assets	2,354	(252)
Accounts payable and accruals	(22,738)	(5,869)
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	(4,950)	13,152
INVESTING ACTIVITIES		
Purchases of property, plant, equipment, and patents	(14,290)	(11,731)
NET CASH USED IN INVESTING ACTIVITIES	(14,290)	(11,731)
FINANCING ACTIVITIES		
Payments on long-term obligations	(25)	(25)
Borrowing under credit facility	35,000	0
Purchase of treasury shares	(28,712)	0
Stock option and other equity transactions	7,359	3,919
NET CASH PROVIDED BY FINANCING ACTIVITIES	13,622	3,894
Effect of exchange rate changes on cash and cash equivalents	(422)	(662)
(DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(6,040)	4,653
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	23,680	17,172
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 17,640	$ 21,825

See notes to consolidated condensed financial statements.

STERIS CORPORATION
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(DOLLARS IN THOUSANDS, EXCEPT PER SHARE AMOUNTS) (UNAUDITED)

PERIODS ENDED JUNE 30, 1999 AND 1998

A. - Reporting Entity

STERIS Corporation (the "Company" or "STERIS") develops, manufactures, and markets infection prevention, contamination prevention, microbial reduction, and surgical support systems, products, services, and technologies for healthcare, scientific, research, food, and industrial Customers throughout the world. The Company has over 4,700 Associates (employees) worldwide, including more than 1,900 direct sales, service, field, and Customer support personnel. Customer Support facilities are located in major global market centers with production operations in the United States, Australia, Canada, Germany, Finland, and Sweden. STERIS operates in a single business segment.

B. - BASIS OF PRESENTATION

The accompanying unaudited consolidated condensed financial statements have been prepared in accordance with generally accepted accounting principles for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X; they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. Accordingly, the reader of these financial statements should refer to the audited consolidated financial statements of STERIS filed with the Securities and Exchange Commission as part of STERIS's Form 10-K for the year ended March 31, 1999.

The accompanying consolidated condensed financial statements have been prepared in accordance with STERIS's customary accounting practices and have not been audited. Management believes that the financial information included herein reflects all adjustments necessary for a fair presentation of interim results and all such adjustments are of a normal and recurring nature. The interim results reported are not necessarily indicative of the results to be expected for the fiscal year ending March 31, 2000.

The balance sheet at March 31, 1999 has been derived from the audited financial statements at that date but does not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements.

The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. Intercompany accounts and transactions have been eliminated upon consolidation.

STERIS CORPORATION
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(DOLLARS IN THOUSANDS, EXCEPT PER SHARE AMOUNTS) (UNAUDITED)

C. - EARNINGS PER SHARE

Following is a summary, in thousands, of Common Shares and Common Share equivalents outstanding used in the calculations of earnings per share:

	THREE MONTHS ENDED JUNE 30	
	1999	1998
Weighted average Common Shares outstanding - basic	67,501	68,118
Dilutive effect of stock options	1,555	2,564
Weighted average Common Shares and equivalents - diluted	69,056	70,682

D. - COMPREHENSIVE INCOME

Comprehensive income amounted to $8,913 and $13,683, net of tax, for the quarters ended June 30, 1999 and 1998, respectively, a decrease of 34.9%. The entire difference between net income and comprehensive income for the periods presented result from changes in the cumulative translation adjustment.

E. - INVENTORIES

Inventories were as follows:

	JUNE 30, 1999	MARCH 31, 1999
Raw material	$39,771	$36,878
Work in process	22,866	19,585
Finished goods	59,316	42,816
	$121,953	$99,279

The increase in inventories during the period was due to an increase in costs to support product sales and anticipated future product sales.

STERIS CORPORATION
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(DOLLARS IN THOUSANDS, EXCEPT PER SHARE AMOUNTS) (UNAUDITED)

F. - FINANCING

On January 26, 1999, STERIS entered into a $400,000 Credit Facility. The Credit Facility includes an unsecured revolver of $250,000 which expires January 26, 2002. The remaining $150,000 is an unsecured 364 day facility expiring on January 25, 2000, which can be extended annually for 364 days. The $400,000 Credit Facility may be used for general corporate purposes and will bear interest at either KeyBank National Association's prime rate or at LIBOR plus a margin. The Credit Facility contains customary covenants which include maintenance of certain financial ratios. At June 30, 1999, the outstanding borrowings under the existing Credit Facility were $250,000.

The Company has now purchased 3.7 million Common Shares as a part of its previously announced open market buy-back program, of which 1.54 million Common Shares were purchased in the latest quarter, at an average per share price of $18.65.

G. - CONTINGENCIES

There are various pending lawsuits and claims arising out of the conduct of STERIS's business. In the opinion of management, the ultimate outcome of these lawsuits and claims will not have a material adverse effect on STERIS's consolidated financial position or results of operations. STERIS believes it presently maintains a prudent amount of product liability insurance coverage and associated deductible levels.

H. - ACQUISITIONS

Early in the second quarter fiscal 2000, the Company acquired the assets of Quality Sterilization Systems (QSS), a contract sterilization business located near Minneapolis, Minnesota. QSS primarily provides contract sterilization services for medical device manufacturers in the upper Midwest. Also, during the second quarter fiscal 2000, the Company completed the acquisition of privately held FoodLabs, Inc. FoodLabs, Inc., located in Manhattan, Kansas, provides analytical, product development, and consulting services to the food and agricultural industries, with a particular focus on food safety. These acquisitions will be accounted for as purchase transactions.

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

Board of Directors and Shareholders
STERIS Corporation

We have reviewed the accompanying consolidated condensed balance sheet of STERIS Corporation and subsidiaries as of June 30, 1999, and the related consolidated condensed statements of income and cash flows for the three months ended June 30, 1999 and 1998. These financial statements are the responsibility of the Company's management.

We conducted our review in accordance with standards established by the American Institute of Certified Public Accountants. A review of interim financial information consists principally of applying analytical procedures to financial data, and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with generally accepted auditing standards, which will be performed for the full year with the objective of expressing an opinion regarding the financial statements taken as a whole. Accordingly we do not express such an opinion.

Based upon our reviews, we are not aware of any material modifications that should be made to the accompanying consolidated condensed financial statements referred to above for them to be in conformity with generally accepted accounting principles.

We have previously audited, in accordance with generally accepted auditing standards, the consolidated balance sheet of STERIS Corporation and subsidiaries as of March 31, 1999 and the related consolidated statements of operations, shareholders' equity and cash flows for the year then ended, not presented herein, and in our report dated April 26, 1999, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying consolidated condensed balance sheet as of March 31, 1999, is fairly stated, in all material respects, in relation to the consolidated balance sheet from which it is derived.

Ernst & Young LLP

Cleveland, Ohio
July 26, 1999

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

RESULTS OF OPERATIONS

Net revenue increased by 1.7% to $176.8 million in the first quarter fiscal 2000 from $173.8 million in the first quarter fiscal 1999. Health Care Group revenues in the fiscal first quarter increased 0.3% from the prior year period to $131.1 million, or 74.2% of total Company revenues. Scientific and Industrial Group revenues were $45.7 million in the first quarter, an increase of 6.3% from the prior year period. Revenues from consumables and services were 58.0% of sales for the quarter, up from 56.4% in last year's first quarter.

The costs of products and services sold increased by 2.5% to $94.8 million in the first quarter fiscal 2000 from $92.5 million in the first quarter fiscal 1999. The cost of products and services sold as a percentage of net revenue was 53.6% for the first quarter fiscal 2000 compared to 53.2% for the same period in fiscal 1999. The increase in the cost of products and services sold as a percentage of net revenue in the first quarter fiscal 2000 reflected the addition of production facilities which were acquired as a result of business combinations.

Selling, informational, and administrative expenses increased by 16.4% to $57.7 million in the first quarter fiscal 2000 from $49.5 million in the first quarter fiscal 1999. The increase in expenses reflected higher selling expenses as well as the addition of production facilities which were acquired as a result of business combinations. The expenses as a percentage of net revenue increased to 32.6% in the first quarter fiscal 2000 from 28.5% in the first quarter fiscal 1999.

Research and development expenses increased by 3.0% to $6.2 million in the first quarter fiscal 2000 from $6.0 million in the first quarter fiscal 1999.

Interest expense increased by 45.9% to $3.5 million in the first quarter fiscal 2000 from $2.4 million in the first quarter fiscal 1999. The increase was due to the additional borrowing under the Credit Facility principally for the purchase of acquired companies.

Net income for the first quarter of fiscal 2000 decreased by 34.9% to $9.3 million ($.14 per share) from $14.3 million ($.20 per share) in the same period fiscal 1999.

LIQUIDITY AND CAPITAL RESOURCES

The Company had $17.6 million in cash and cash equivalents as of June 30, 1999, compared to $23.7 million of the same at March 31, 1999. The decrease was primarily attributable to the purchases of property, plant, and equipment and repurchase of common shares offset by cash received from borrowings, and the exercise of stock options.

Accounts receivable decreased by 8.5% to $210.8 million as of June 30, 1999, compared to $230.3 million at March 31, 1999. The decrease reflected changes in revenues.

Inventory increased by 22.8% to $122.0 million as of June 30, 1999, compared to $99.3 million at March 31, 1999. The increase in inventories during the period was due to an increase in costs to support product sales and anticipated future product sales.

Prepaid expenses and other assets decreased by 12.9% to $15.8 million as of June 30, 1999, compared to $18.2 million at March 31, 1999.

Property, plant, and equipment increased by 4.0% to $387.2 million as of June 30, 1999, compared to $372.4 million at March 31, 1999. The increase was due to investments in informational technology systems, manufacturing equipment, and distribution systems.

Intangibles decreased by 0.1% to $280.6 million as of June 30, 1999, compared to $280.8 million at March 31, 1999.

Current liabilities decreased by 14.5% to $134.4 as of June 30, 1999, compared to $157.1 million at March 31, 1999.

Long-term indebtedness increased by 15.8% to $256.5 million as of June 30, 1999, compared to $221.5 at March 31, 1999. The increase was due primarily to fund the purchase of Common Shares.

Other long-term liabilities were constant at $48.6 million as of June 30, 1999 and March 31, 1999.

On January 26, 1999, STERIS entered into a $400 million Credit Facility. The Credit Facility includes an unsecured revolver of $250 million which expires January 26, 2002. The remaining $150 million is an unsecured 364 day facility expiring on January 25, 2000, which can be extended annually for 364 days. The $400 million Credit Facility may be used for general corporate purposes and will bear interest at either KeyBank National Association's prime rate or at LIBOR plus a margin. The Credit Facility contains customary covenants which include maintenance of certain financial ratios. At June 30, 1999, the outstanding borrowings under the existing Credit Facility were $250 million.

The Company has no material commitments for capital expenditures. The Company believes that its cash requirements will increase due to increased sales requiring more working capital, accelerated research and development, and potential acquisitions or investments in complementary businesses. However, the Company believes that its available cash, cash flow from operations, and sources of credit will be adequate to satisfy its capital needs for the foreseeable future.

CONTINGENCIES

For a discussion of contingencies, see Note G to the consolidated condensed financial statements.

SEASONALITY

Historical data indicates that financial results of acquired businesses were subject to recurring seasonal fluctuations. A number of factors have contributed to the seasonal patterns, including sales promotion and compensation programs, Customer buying patterns of capital equipment, and international business practices. Sales and profitability of certain of the acquired and consolidated product lines have historically been disproportionately weighted toward the latter part of each quarter and each fiscal year. Various changes in business practices resulting from the integration of acquired businesses into STERIS may alter the historical patterns of the previously independent businesses.

YEAR 2000 DATE CONVERSION

An issue affecting STERIS and most other companies is how computer systems and applications recognize and process date-sensitive information. Some older computer programs were written using two digits rather than four to define the applicable year. As a result, those computer programs have time-sensitive software that recognize a date using "00" as the year 1900 rather than the year 2000. Without corrective actions, this could cause a system failure or miscalculations causing disruptions of operations, including, among other things, a temporary inability to process transactions, send invoices, or engage in similar normal business activities.

The Company has investigated the impact of the year 2000 issue on its products and does not anticipate any effect on the performance of its products. The Company is in the process of assessing and implementing necessary changes for all areas of the Company's business which could be impacted; these include such areas as business computer systems, technical infrastructure, plant floor equipment, building infrastructure, end-user computing, and suppliers. The Company has initiated a project to prepare its computer systems for the year 2000 and is addressing the year 2000 issues.

The Company's year 2000 program activities include the identification of affected hardware and software, the development of a plan for remediating those systems in the most effective manner, the execution of that plan, which includes continuous testing, and the monitoring of the program's success. Although various locations are at differing stages of readiness with respect to the various focus areas, the identification and plan development phases of the project are substantially completed. The Company has completed the majority of the program, although certain applications will be completed throughout the second half of calendar 1999. Continuous review and testing are being conducted throughout all phases of the program to help ensure that compliance is achieved and maintained as the year 2000 approaches.

The Company has implemented year 2000 compliant systems in a number of areas, including order entry systems. In a number of instances, the Company has replaced non-compliant systems with newer systems which will significantly improve functionality as well as appropriately interpret the calendar year 2000 and beyond. Although the timing of these actions may have been influenced by the year 2000 issue, in virtually all instances they involved capital expenditures that would have occurred in the normal course of business. While the Company is implementing a year 2000 vendor compliance program, the Company has little direct control over whether its suppliers will make the appropriate modifications to their systems and applications on a timely basis.

As part of the year 2000 program, contingency plans are being formalized as the target date for completion approaches. Business disruption scenarios are currently being identified and appropriate strategies are being evaluated in the development of these various plans. The Company is in the process of developing contingency plans (e.g., the selection of alternative suppliers) to address the potential business disruption scenarios that are being identified.

Operating expenses include costs incurred in preparing systems and applications for the year 2000. The Company expects to incur internal staff costs as well as outside services (including consultants) and other expenses related to the conversion and testing of the systems and applications. These costs, which are expensed as incurred, have been immaterial to date. The year 2000 costs include internal modification and testing costs as well as costs associated with supply chain risk assessment and contingency planning.

Based on assessments completed to date and compliance plans in process, the Company believes that it has an effective program in place to resolve the year 2000 challenges in a timely manner and the Company does not expect that the year 2000 issues will have a material effect on its business operations or results of operations. However, satisfactory completion of the program may not prevent business disruptions resulting from actions of critical suppliers and Customers. Such disruptions would impair the Company's ability to obtain necessary materials for production or sell products to Customers. If such disruptions occurred, the Company may experience lost or delayed sales and profits depending on the duration of the disruptions. Key aspects of the program are addressing potential uncertainties but the Company's ability to be fully confident of conditions related to third parties is limited. Currently, the Company cannot reasonably estimate the amount of potential lost or delayed sales and profits.

EURO

On January 1, 1999, eleven of the fifteen member countries of the European Monetary Union (EMU) began a three-year transition phase during which a common currency called the Euro was adopted as their legal currency. The Euro began trading on currency exchanges and is available for non-cash transactions. During the transition period, parties may pay for goods and services using either the Euro or the participating country's legacy currency on a "no compulsion, no prohibition" basis. The conversion rates between the existing legacy currencies and the Euro were fixed on January 1, 1999. The legacy currencies will remain legal tender for cash transactions between January 1, 1999, and January 1, 2002, at which time all legacy currencies will be withdrawn from circulation and the new Euro denominated bills and coins will be used for cash transactions.

The Company has several operations within the eleven participating countries that will be utilizing the Euro as their local currency in 1999. Additionally, the Company's operations in other European countries and elsewhere in the world will be conducting business transactions with Customers and suppliers that will be denominated in the Euro. Euro denominated bank accounts have been established to accommodate Euro transactions. The Company's exposure to changes in foreign exchange rates may also be reduced as a result of the Euro conversion.

The Company has established plans to review strategic and tactical areas arising from the Euro conversion. Over the past several periods, these plans have focused on aspects of the Euro conversion that required adjustment or compliance by January 1, 1999, and for conducting Euro-denominated business during 1999. These aspects included transacting business in the Euro, the competitive impact on product pricing, and adjustments to billing systems to handle parallel currencies. The Company has determined that these systems have the capability to handle Euro transactions and is currently in a position to transact business in Euros. Continuing analysis and development efforts will help ensure that the implementation of the Euro meets the timetable and regulations established by the EMU.

Based on current estimates, the Company does not expect the costs incurred to address the Euro will have a material impact on its financial condition or results of operations.

FORWARD-LOOKING INFORMATION

This Form 10-Q contains statements concerning certain trends and other forward-looking information affecting or relating to the Company and its industry that are intended to qualify for the protections afforded "forward-looking statements" under the Private Securities Litigation Reform Act of 1995. There are many important factors that could cause actual results to differ materially from those in the forward-looking statements. Many of these important factors are outside STERIS's control. Changes in market conditions, including competitive factors and changes in government regulations, could cause actual results to differ materially from the Company's expectations. No assurance can be provided as to any future financial results. Other potentially negative factors that could cause actual results to differ materially from those in the forward-looking statements include (a) the possibility that the continuing integration of acquired businesses will take longer than anticipated, (b) the potential for increased pressure on pricing that leads to erosion in profit margins, (c) the possibility that market demand will not develop for new technologies, products, and applications, (d) the potential effects of fluctuations in foreign currencies where the Company does a sizable amount of business, and (e) the possibility of reduced demand, or reductions in the rate of growth in demand, for the Company's products.

QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

A discussion of market risk exposures is included in Part II, Item 7a, "Quantitative and Qualitative Disclosure about Market Risk," of the Company's 1999 Annual Report and Form 10- K. There were no material changes during the three months ended June 30, 1999.

PART II OTHER INFORMATION

ITEM 1 LEGAL PROCEEDINGS

Reference is made to Part I, Item 1., Note G of this Report on Form 10-Q, which is incorporated herein by reference.

ITEM 4 SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

The company held its Annual Meeting of Shareholders on July 22, 1999, at 5960 Heisley Road, Mentor, Ohio. At the Annual Meeting, shareholders re-elected two Class I directors to serve with a term expiring at the Annual Meeting of Shareholders in 2001. Results of the voting on directors were: Raymond A. Lancaster 57,002,066 votes for, 911,208 withheld, J. B. Richey 57,006,234 votes for, 907,040 withheld.

ITEM 6 EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits

EXHIBIT NUMBER	EXHIBIT DESCRIPTION
10.1	Change of Control Agreement between STERIS Corporation and Mr. Sanford.
10.2	Form of Change of Control Agreement between STERIS Corporation and the executive officers of STERIS Corporation other than Mr. Sanford
15.1	Letter RE: Unaudited Interim Financial Information
27.1	Financial Data Schedule

(b) Reports on Form 8-K

None

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 thereunto duly authorized.

STERIS Corporation
(Registrant)

/s/ Les C. Vinney

Les C. Vinney
Senior Vice President and
Chief Financial Officer
August 16, 1999

/s/ Mark L. Fagerholm

Mark L. Fagerholm
Vice President Finance
(Principal Financial Officer)
August 16, 1999

EXHIBIT 10.1

AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the 23rd day of July, 1998, between STERIS Corporation, an Ohio corporation ("STERIS"), and BILL R. SANFORD ("Executive").

STERIS is entering into this Agreement in recognition of the importance of Executive's services to the continuity of management of STERIS and based upon its determination that it will be in the best interests of STERIS to encourage Executive's continued attention and dedication to Executive's duties in the potentially disruptive circumstances of a possible Change of Control of STERIS. (As used in this Agreement, the term "Change of Control" and certain other capitalized terms have the meanings ascribed to them in Section 7, at the end of this Agreement.)

STERIS and Executive agree, effective as of the date first set forth above (the "Effective Date"), as follows:

1. Basic Severance Benefits. The benefits described in the subsections of this Section 1 are subject to the limitations set forth in Subsections 4.1 (regarding withholding) and 4.2 (requiring the execution of a waiver and release by Executive).

1.1 Lump Sum Severance Benefit if Employment is Terminated in Certain Circumstances Within Two Years of a Change of Control. If, within two years following the occurrence of a Change of Control, Executive's employment with STERIS is terminated

(a) by STERIS for any reason other than Cause, Disability, or death,

(b) by Executive after a Reduction of Compensation or a Mandatory Relocation has occurred, or

(c) by Executive following a determination in good faith by Executive that as a result of a Change of control he is unable to carry out the authorities, powers, functions, responsibilities, or duties that he had in his position as Chairman, President, and Chief Executive Officer of STERIS before the Change of Control in the same manner, with the same discretion, and to the same extent as he was able to carry out the authorities, powers, functions, responsibilities, or duties attached to those positions as in effect before the Change of Control,

STERIS shall pay to Executive, within 30 days after the Termination Date, a lump sum severance benefit equal to three times the sum of

(x) one year's Base Salary (at the highest rate in effect at any time during the one year period ending on the date of the Change of Control), plus

(y) Executive's Average Annual Incentive Compensation.

1.2 Accrued Base Salary and Vacation Pay. If Executive becomes entitled to payment of a lump sum severance benefit under Subsection 1.1 above, STERIS shall, within 10 days after the Termination Date, pay to Executive (a) all Base Salary accrued through the Termination Date but not previously paid and (b) a cash payment equal to the value of any vacation time accrued through the Termination Date but not used by Executive (valued at a rate equal to Executive's Base Salary at the highest rate in effect at any time during the one year period ending on the date of the Change of Control).

1.3 Special Prior Year MICP Payments. If Executive becomes entitled to payment of a lump sum severance benefit under Subsection 1.1 above and the Termination Date occurs on the last day of or after the end of a Fiscal Year but before STERIS makes final MICP payments with respect to that Fiscal Year, STERIS shall pay to Executive, at the regularly scheduled time for such final MICP payments (the "Regular Payment Date"), but in any event not later than 60 days after the end of the Fiscal Year, as incentive compensation, the same amount or amounts that STERIS would have paid to Executive as incentive compensation with respect to that Fiscal Year at the Regular Payment Date if Executive's employment had continued through the Regular Payment Date. This Subsection 1.4 is intended to override any provision of the MICP that would otherwise cause Executive to forfeit any incentive compensation with respect to any Fiscal Year that ends on or before the Termination Date because Executive does not remain in the employ of STERIS through the Regular Payment Date with respect to that Fiscal Year.

1.4 Special Pro-Rata MICP Payment. If Executive becomes entitled to payment of a lump sum severance benefit under Subsection 1.1 above and the Termination Date occurs on other than the last day of a Fiscal Year, in addition to the payment, if any, provided for in Subsection 1.3 above, STERIS shall, within 60 days after the end of the calendar quarter in which the Termination Date occurs, pay to Executive, as additional incentive compensation for the period from the first day of the Fiscal Year in which the Termination Date occurs through the Termination Date (the "Pre-Termination Part Year"), an amount equal to the excess of:

(a) the product of the fraction specified in the last sentence of this Subsection 1.4 and the higher of(i) Executive's Target Annual Incentive Compensation and (ii) the dollar amount of the cumulative award that would have been payable to Executive under the MICP for that entire Fiscal Year had the level of relevant performance through the end of the Fiscal Year equaled the level of relevant performance through the last calendar quarter, if any, in that Fiscal Year that ended before the Termination Date, over

(b) the amount of incentive compensation previously paid to Executive with respect to that Fiscal Year.

The fraction to be used in calculating the amount to be paid under this Subsection 1.4 shall have a numerator equal to the number of days in the Pre-Termination Part Year and a denominator of 365.

1.5 Continued Health, Dental, and Life Insurance Coverage. If Executive becomes entitled to payment of a lump sum severance benefit under Subsection 1.1 above, STERIS shall, during the period from the Termination Date through the third anniversary of the Termination Date, continue to provide Executive with the same health, dental, and life insurance coverage and benefits that were being provided to Executive immediately before the Change of Control. If Executive becomes entitled to payment of a lump sum severance benefit under Subsection 1.2 above, STERIS shall, during the period from the Termination Date through the second anniversary of the Termination Date, continue to provide Executive with the same health, dental, and life insurance coverage and benefits that were being provided to Executive immediately before the Change of Control. Coverage and benefits to be provided under this Subsection 1.5 shall be provided to Executive at the same cost, if any, to Executive as they were provided to Executive immediately before the Change of Control.

2. Other Benefits.

2.1 Reimbursement of Certain Expenses After a Change of Control.

(a) From and after a Change of Control, STERIS shall pay, as incurred, all expenses of Executive, including the reasonable fees of counsel engaged by Executive, of defending any action brought to have this Agreement declared invalid or unenforceable.

(b) From and after a Change of Control, STERIS shall pay, as incurred, all expenses of Executive, including the reasonable fees of counsel engaged by Executive, of prosecuting any action to compel STERIS to comply with the terms of this Agreement upon receipt from Executive of an undertaking to repay STERIS for such expenses if, and only if, it is ultimately determined by a court of competent jurisdiction that Executive had no reasonable grounds for bringing that action (which determination need not be made simply because Executive fails to succeed in the action).

(c) From and alter a Change of Control, expenses (including attorney's fees) incurred by Executive in defending any action, suit, or proceeding commenced or threatened (whether before or after the Change of Control) against Executive for any action or failure to act as an employee, officer, or director of STERIS or any Subsidiary shall be paid by STERIS, as they are incurred, in advance of final disposition of the action, suit, or proceeding upon receipt of an undertaking by or on behalf of Executive in which Executive agrees to reasonably cooperate with STERIS or the Subsidiary, as the case may be, concerning the action, suit, or proceeding, and (i) if the action, suit, or proceeding is commenced or threatened against Executive for any action or failure to act as a director, to repay the amount if it is proved by clear and convincing evidence in a court of competent jurisdiction that Executive's action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to STERIS or a Subsidiary or undertaken with reckless disregard for the best interests of STERIS or a Subsidiary, or (ii) if the action, suit, or proceeding is commenced or threatened against Executive for any action or failure to act as an officer or employee, to repay the amount if it is ultimately determined that Executive is not entitled to be indemnified.

2.2 Indemnification. From and after a Change of Control, STERIS shall indemnify Executive, to the full extent permitted or authorized by the Ohio General Corporation Law as it may from time to time be amended, if Executive is (whether before or after the Change of

Control) made or threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that Executive is or was a director, officer, or employee of STERIS or any Subsidiary, or is or was serving at the request of STERIS or any Subsidiary as a director, trustee, officer, or employee of a corporation, partnership, joint venture, trust, or other enterprise. The indemnification provided by this Subsection 2.2 shall not be deemed exclusive of any other rights to which Executive may be entitled under the articles of incorporation or the regulations of STERIS or of any Subsidiary, or any agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in Executive's official capacity and as to action in another capacity while holding such office, and shall continue as to Executive after Executive has ceased to be a director, trustee, officer, or employee and shall inure to the benefit of the heirs, executors, and administrators of Executive.

2.3 Disability. If, after a Change of Control and prior to the Termination Date, Executive is unable to perform services for STERIS for any period by reason of disability, STERIS will pay and provide to Executive all compensation and benefits to which Executive would have been entitled had Executive continued to be actively employed by STERIS through the earliest of the following dates: (a) the first date on which Executive is no longer so disabled to such an extent that Executive is unable to perform services for STERIS, (b) the date on which Executive becomes eligible for payment of long term disability benefits under a long term disability plan generally applicable to executives of STERIS, (c) the date on which STERIS has paid and provided 24 months of compensation and benefits to Executive during Executive's disability, or (d) the date of Executive's death.

2.4 Gross-Up of Payments Deemed to be Excess Parachute Payments.

(a) STERIS and Executive acknowledge that, following a Change of Control, one or more payments or distributions to be made by STERIS to or for the benefit of Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement, under some other plan, agreement, or arrangement, or otherwise, and including, without limitation, any income recognized by Executive upon exercise of an option granted by STERIS to acquire Common Shares issued by STERIS) (a "Payment") may be determined to be an "excess parachute payment" that is not deductible by STERIS for federal income tax purposes and with respect to which Executive will be subject to an excise tax because of Sections 280G and 4999, respectively, of the Internal Revenue Code (hereinafter referred to respectively as "Section 280G" and "Section 4999"). If Executive's employment is terminated after a Change of Control occurs, the Accounting Firm, which, subject to any inconsistent position asserted by the Internal Revenue Service, shall make all determinations required to be made under this Subsection 2.4, shall determine whether any Payment would be an excess parachute payment and shall communicate its determination, together with detailed supporting calculations, to STERIS and to Executive within 30 days after the Termination Date or such earlier time as is requested by STERIS. STERIS and Executive shall cooperate with each other and the Accounting Firm and shall provide necessary information so that the Accounting Firm may make all such determinations. STERIS shall pay all of the fees of the Accounting Firm for services performed by the Accounting Firm as contemplated in this Subsection 2.4.

(b) If the Accounting Firm determines that any Payment gives rise, directly or indirectly, to liability on the part of Executive for excise tax under Section 4999 (and/or any penalties and/or interest with respect to any such excise tax), STERIS shall make additional cash payments to Executive, from time to time and at the same time as any Payment constituting an excess parachute payment is paid or provided to Executive, in such amounts as are necessary to put Executive in the same position, after payment of all federal, state, and local taxes (whether income taxes, excise taxes under Section 4999, or otherwise, or other taxes) and any and all penalties and interest with respect to any such excise tax, as Executive would have been in after payment of all federal, state, and local income taxes if the Payments had not given rise to an excise tax under Section 4999 and no such penalties or interest had been imposed.

(c) If the Internal Revenue Service determines that any Payment gives rise, directly or indirectly, to liability on the part of Executive for excise tax under Section 4999 (and/or any penalties and/or interest with respect to any such excise tax) in excess of the amount, if any, previously determined by the Accounting Firm, STERIS shall make further additional cash payments to Executive not later than the due date of any payment indicated by the Internal Revenue Service with respect to these matters, in such amounts as are necessary to put Executive in the same position, after payment of all federal, state, and local taxes (whether income taxes, excise taxes under Section 4999, or otherwise, or other taxes) and any and all penalties and interest with respect to any such excise tax, as Executive would have been in after payment of all federal, state, and local income taxes if the Payments had not given rise to an excise tax under Section 4999 and no such penalties or interest had been imposed.

(d) If STERIS desires to contest any determination by the Internal Revenue Service with respect to the amount of excise tax under Section 4999, Executive shall, upon receipt from STERIS of an unconditional written undertaking to indemnify and hold Executive harmless (on an after tax basis) from any and all adverse consequences that might arise from the contesting of that determination, cooperate with STERIS in that contest at STERIS's sole expense. Nothing in this Paragraph (d) shall require Executive to incur any expense other than expenses with respect to which STERIS has paid to Executive sufficient sums so that after the payment of the expense by Executive and taking into account the payment by STERIS with respect to that expense and any and all taxes that may be imposed upon Executive as a result of Executive's receipt of that payment, the net effect is no cost to Executive. Nothing in this Paragraph (d) shall require Executive to extend the statute of limitations with respect to any item or issue in Executive's tax returns other than, exclusively, the excise tax under Section 4999. If, as the result of the contest of any assertion by the Internal Revenue Service with respect to excise tax under Section 4999, Executive receives a refund of a Section 4999 excise tax previously paid and/or any interest with respect thereto, Executive shall promptly pay to STERIS such amount as will leave Executive, net of the repayment and all tax effects, in the same position, after all taxes and interest, that he would have been in if the refunded excise tax had never been paid.

3. No Set-Off; No Obligation to Seek Other Employment or to Otherwise Mitigate Damages; No effect Upon Other Plans. STERIS's obligation to make the payments provided for in this

Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense, or other claim whatsoever that STERIS or any of its Subsidiaries may have against Executive. Executive shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise. Except as provided in the last sentence of this Section 3, neither the amount of any payment provided for under this Agreement nor Executive's right to any other benefit under this Agreement shall be reduced by any compensation or benefits earned by Executive as the result of employment by another employer or otherwise after the termination of Executive's employment. Neither the provisions of this Agreement, nor the execution of the waiver and release referred to in Subsection 4.2 below, nor the making of any payment provided for hereunder shall reduce any amounts otherwise payable, or in any way diminish Executive's rights, under any incentive compensation plan, stock option plan, retirement plan, disability or insurance plan, or other similar contract, plan, or arrangement of STERIS, except that the payment of a pro-rata incentive compensation benefit under Subsection 1.4 shall satisfy, to the extent of that payment, any obligation STERIS might have to Executive for payments under the MICP for the year in which the Termination Date occurs. STERIS's obligation to provide continuing health, dental, and/or life insurance coverage and benefits, as the case may be, shall be discontinued before the time otherwise specified in Subsection 1.5 if, as, and when Executive becomes eligible to receive roughly comparable health, dental, and/or life insurance coverage and benefits, as the case may be, from a subsequent employer.

4. Certain Limitations on Benefits.

4.1 Taxes; Withholding of Taxes. Without limiting either the right of STERIS to withhold taxes pursuant to this Subsection 4.1 or the obligation of STERIS to make gross-up payments pursuant to Subsection 2.4, Executive shall be responsible for all income, excise, and other taxes (federal, state, city, or other) imposed on or incurred by Executive as a result of receiving the payments provided in this Agreement, including, without limitation, the payments provided under Section 1 of this Agreement. STERIS may withhold from any amounts payable under this Agreement all federal, state, city, or other taxes as STERIS shall determine to be required pursuant to any law or government regulation or ruling.

4.2 Waiver and Release. STERIS may condition the payment of any amounts otherwise due under Section 1 of this Agreement upon (a) the execution by Executive of a waiver and release in the form attached to this Agreement as Exhibit A, with blanks appropriately filled and, in the case of clause (e) contained therein, completed with the number of days that STERIS determines is required under applicable law, but in no event more than 45 days, and (b) the observation of such waiting periods, if any, before and after execution of the waiver and release by Executive as are required by law, such as, for example, the waiting periods required for a waiver and release to be effective with respect to claims under the Age Discrimination in Employment Act, provided that STERIS delivers to Executive such a waiver and release, appropriately completed, within seven days of the Termination Date.

5. Term of this Agreement. This Agreement shall be effective as of the Effective Date and shall thereafter apply to any Change of Control occurring on or before March 31, 2000. Unless this Agreement is terminated earlier pursuant to Subsection 5.1, on March 31, 2000 and on March 31

of each succeeding year thereafter (a "Renewal Date"), the term of this Agreement shall be automatically extended for an additional year unless either party has given notice to the other, at least one year in advance of that Renewal Date, that the Agreement shall not apply to any Change of Control occurring after that Renewal Date.

5.1 Termination of Agreement Upon Termination of Employment Before a Change of Control. This Agreement shall automatically terminate and cease to be of any further effect on the first date occurring before a Change of Control on which Executive is no longer employed by STERIS, except that, for purposes of this Agreement, any termination of employment of Executive that is effected both (a) during the one year period ending on the date of a Change of Control and (b) in contemplation of a Change of Control shall be deemed to be a termination of Executive's employment as of immediately after that Change of Control becomes irrevocable (as provided in Subsection 7.4) and Executive shall be entitled to payments and benefits under this Agreement as if Executive's employment had continued through the day after the Change of Control became irrevocable and had then been terminated.

5.2 No Termination of Agreement During Two Year Period Beginning on Date of a Change of Control. After a Change of Control, this Agreement may not be terminated. However, if Executive's employment with STERIS continues for more than two years following the occurrence of a Change of Control, then, for all purposes of this Agreement other than Subsections 2.1 and 2.2, that particular Change of Control shall thereafter be treated as if it never occurred.

6. Miscellaneous.

6.1 Successor to STERIS. STERIS shall not consolidate with or merge into any other corporation, or transfer all or substantially all of its assets to another corporation or other entity, unless such other corporation or other entity shall assume this Agreement in a signed writing and deliver a copy thereof to Executive. Upon such assumption the successor corporation or other entity shall become obligated to perform the obligations of STERIS under this Agreement and the term "STERIS" as used in this Agreement shall be deemed to refer to such successor corporation or other entity.

6.2 Notices. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person (to Executive in the case of notices to Executive and to the Secretary of STERIS in the case of notices to STERIS) or (b) on the date actually received when sent by United States registered mail, return receipt requested, postage prepaid, and addressed, in the case of notices to STERIS, as follows:

STERIS Corporation
5960 Heisley Road
Mentor, Ohio 44060
Attention: Secretary

and, in the case of notices to Executive, properly addressed to Executive at Executive's most recent home address as shown on the records of STERIS, or such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

6.3 Employment Rights. Nothing expressed or implied in this Agreement shall create any right or duty on the part of STERIS or Executive to have Executive continue as an officer of STERIS or to remain in the employment of STERIS.

6.4 Administration. STERIS shall be responsible for the general administration of this Agreement and for making payments under this Agreement. All fees and expenses billed by the Accounting Firm for services contemplated under this Agreement shall be the responsibility of STERIS.

6.5 Source of Payments. All payments under this Agreement shall be made solely from the general assets of STERIS (or from a grantor trust, if any, established by STERIS for purposes of making payments under this Agreement and other similar agreements), and Executive shall have the rights of an unsecured general creditor of STERIS with respect thereto.

6.6 Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement which shall remain in full force and effect.

6.7 Modification, Waiver, Etc. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in a writing signed by Executive and STERIS. No waiver by either party hereto at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or at any prior or subsequent time. No agreement or representation, oral or otherwise, express or implied, with respect to the subject matter hereof has been made by either party that is not set forth expressly in this Agreement. This Agreement shall inure to the benefit of and be enforceable by Executive's personal representatives, executors, administrators, successors, heirs, and designees. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

7. Definitions.

7.1 Accounting Firm. The term "Accounting Firm" means the independent auditors of STERIS for the Fiscal Year preceding the year in which the Change of Control occurred and such firm's successor or successors; provided, however, if such firm is unable or unwilling to serve and perform in the capacity contemplated by this Agreement, STERIS shall select another national accounting firm of recognized standing to serve and perform in that capacity under this Agreement, except that such other accounting firm shall not be the then independent auditors for STERIS or any of its affiliates (as defined in Rule 12b-2 promulgated under the Securities Exchange Act of 1934, as amended).

7.2 Base Salary. The term "Base Salary" means the salary payable to Executive from time to time before any reduction for voluntary contributions to any 401(k) plan or any other voluntary deferral. Base Salary does not include imputed income from any payment by STERIS of any noncash benefits.

7.3 Cause. The employment of Executive by STERIS or any of its Subsidiaries shall have been terminated for "Cause" if the Executive's employment is terminated and, prior to that termination of employment, any of the following has occurred:

(a) Executive shall have been convicted of a felony,

(b) Executive commits an act or series of acts of dishonesty in the course of Executive's employment which are materially inimical to the best interests of STERIS, all as determined in good faith by the vote of three fourths of all of the members of the Board of Directors of STERIS (other than Executive, if Executive is a Director of STERIS),

(c) after being notified in writing by the Board of Directors of STERIS of the failure and having been given at least 30 days in which to cure the failure, Executive continues to unreasonably neglect Executive's duties and responsibilities as an executive of STERIS,

(d) after being notified in writing by the Board of Directors of STERIS to cease any particular Competitive Activity, Executive intentionally continues to engage in that Competitive Activity while Executive remains in the employ of STERIS.

7.4 Change of Control. A "Change of Control" shall be deemed to have occurred if at any time or from time to time while this Agreement is in effect:

(a) Any person (other than STERIS, any of its Subsidiaries, any employee benefit plan or employee stock ownership plan of STERIS, or any person organized, appointed, or established by STERIS for or pursuant to the terms of any such plan), alone or together with any of its affiliates, becomes the beneficial owner of 15% or more (but less than 50%) of the Common Shares then outstanding;

(b) Any person (other than STERIS, any of its Subsidiaries, any employee benefit plan or employee stock ownership plan of STERIS, or any person organized, appointed, or established by STERIS for or pursuant to the terms of any such plan), alone or together with any of its affiliates, becomes the beneficial owner of 50% or more of the Common Shares then outstanding;

(c) Any person commences or publicly announces an intention to commence a tender offer or exchange offer the consummation of which would result in the person becoming the beneficial owner of 15% or more of the Common Shares then outstanding;

(d) At any time during any period of 24 consecutive months, individuals who were directors at the beginning of the 24-month period no longer constitute a majority of the members of the Board of Directors of STERIS, unless the election, or the nomination for election by STERIS's shareholders, of each director who was not a director at the beginning of the period is approved by at least a majority of the directors who (i) are in office at the time of the election or nomination and (ii) were directors at the beginning of the period;

(e) A record date is established for determining shareholders entitled to vote upon (i) a merger or consolidation of STERIS with another corporation in which those persons who are shareholders of STERIS immediately before the merger or consolidation are to receive or retain less than 60% of the stock of the surviving or continuing corporation, (ii) a sale or other disposition of all or substantially all of the assets of STERIS, or (iii) the dissolution of STERIS;

(f) (i) STERIS is merged or consolidated with another corporation and those persons who were shareholders of STERIS immediately before the merger or consolidation receive or retain less than 60% of the stock of the surviving or continuing corporation, (ii) there occurs a sale or other disposition of all or substantially all of the assets of STERIS, or (iii) STERIS is dissolved; or

(g) Any person who proposes to make a "control share acquisition" of STERIS, within the meaning of Section 1701.01(Z) of the Ohio General Corporation Law, submits or is required to submit an acquiring person statement to STERIS.

Notwithstanding anything herein to the contrary, if an event described in clause (b), clause (d), or clause (f) above occurs, the occurrence of that event will constitute an irrevocable Change of Control. Furthermore, notwithstanding anything herein to the contrary, if an event described in clause (c) occurs, and the Board of Directors either approves such offer or takes no action with respect to such offer, then the occurrence of that event will constitute an irrevocable Change of Control. On the other hand, notwithstanding anything herein to the contrary, if an event deserted in clause (a), clause (e), or clause (g) above occurs, or if an event described in clause (c) occurs and the Board of Directors does not either approve such offer or take no action with respect to such offer as described in the preceding sentence, and a majority of those members of the Board of Directors who were Directors prior to such event determine, within the 90-day period beginning on the date such event occurs, that the event should not be treated as a Change of Control, then, from and after the date that determination is made, that event will be treated as not having occurred. If no such determination is made, a Change of Control resulting from any of the events described in the immediately preceding sentence will constitute an irrevocable Change of Control on the 91st day after the occurrence of the event.

7.5 Competitive Activity. Executive shall be deemed to have engaged in "Competitive Activity" if Executive engages, directly or indirectly and whether as a director, officer, employee, agent, or independent contractor, in any business or business activity in which STERIS or any of its Subsidiaries engages (other than as a director, officer, or employee of STERIS or any of its Subsidiaries).

7.6 Disability. For purposes of this Agreement, Executive's employment will have been terminated by STERIS by reason of "Disability" of Executive only if (a) as a result of bodily injury or sickness, Executive has been unable to perform Executive's normal duties for STERIS for a period of 180 consecutive days, and (b) Executive begins to receive payments under a long term disability plan sponsored by STERIS not later than 30 days after the Termination Date.

7.7 Executive `s Average Annual Incentive Compensation. Subject to the last four sentences of this Subsection 7.7, the term "Executive's Average Annual Incentive Compensation" means the highest of:

(a) the average of the dollar amounts of incentive compensation paid or payable to Executive under the MICP for each of the two Fiscal Years most recently ended before the first Change of Control occurring after execution of this Agreement,

(b) the average of the dollar amounts of incentive compensation paid or payable to Executive under the MICP for each of the two Fiscal Years most recently ended before the Termination Date, and

(c) the average dollar amount obtained by adding together (i) the amount of incentive compensation paid or payable to Executive under the MICP for the Fiscal Year most recently ended before the Termination Date and (ii) Executive's Target Annual Incentive Compensation and dividing the sum so obtained by two.

If Executive was not a participant in the MICP for any one or more of the Fiscal Years referred to in this Subsection 7.7, the reference to that year shall be ignored in determining the average under clause (a), (b), and/or (c) above, as the case may be, and the "average," if any, determined under that clause shall be the dollar amount of incentive compensation paid or payable to Executive under the MICP for the other Fiscal Year referred to in that clause (or, in the case of clause (c), the dollar amount of Executive's Target Annual Incentive Compensation). Thus, for example, if Executive was not a participant in the MICP for the second year preceding a Change of Control but was a participant in the MICP for the year immediately preceding a Change of Control, the average determined under clause (a) would be equal to the amount of incentive compensation paid or payable to Executive under the MICP for the single year immediately preceding the Change of Control. If Executive was a participant in the MICP for only a part of one or more Fiscal Years referred to in this Subsection 7.7, the dollar amount of incentive compensation paid or payable to Executive under the

MICP for that year, for purposes of determining the averages referred to in clauses (a), (b), and/or (c), as the case may be, shall be annualized. Thus, for example, if Executive was a participant in the MICP for only three months of a particular Fiscal Year and was paid incentive compensation under the MICP for that period equal to $3X, the annualized amount of $12X would be used in determining the averages referred to in clauses (a), (b), and/or (c), as the case may be.

7.8 Executives Target Annual Incentive Compensation. The term "Executive's Target Annual Incentive Compensation" means the higher of(a) the dollar amount that would have been payable to Executive under the MICP for the Fiscal Year in which the Termination Date occurs had all relevant levels of performance (whether corporate, personal, or other) been exactly at target levels and had Executive remained in the employ of STERIS through the date on which incentive compensation for that Fiscal Year was paid in full, or (b) the dollar amount that would have been payable to Executive under the MICP for the last Fiscal Year that ended before the occurrence of a Change of Control had all relevant levels of performance for that Fiscal Year been exactly at target levels.

7.9 Fiscal Year. The term "Fiscal Year" means STERIS's fiscal year as in effect from time to time.

7.10 Mandatory Relocation. A "Mandatory Relocation" shall have occurred if, at any time after a Change of Control, Executive is notified that Executive's principal place of employment for STERIS is to be relocated, without Executive's written consent, more than 50 miles from where Executive's principal place of employment was located immediately before the Change of Control.

7.11 MICP. The term "MICP" means STERIS's Management Incentive Compensation Plan as in effect for STERIS's 1998 Fiscal Year and any later year and any similar plan that may be implemented in place of the plan from time to time thereafter.

7.12 Reduction of Compensation. A "Reduction of Compensation" shall have occurred if either or both of the following occur at any time after a Change of Control:

(a) Executive's Base Salary is reduced or

(b) either

(i) the MICP, and/or Executive's level of participation in the MICP, is altered for any year in such a way as to reduce Executive's opportunity to earn incentive compensation under the MICP for that year below the level of that opportunity as it existed immediately before the Change of Control, or

(ii) the amount of incentive compensation paid to Executive for any period after the Change of Control is below Executive's Target Annual Incentive Compensation.

7.13 Subsidiary. A "Subsidiary" means any corporation, partnership, or other entity a majority of the voting control of which is directly or indirectly owned or controlled at the time in question by STERIS.

7.14 Termination Date. The term "Termination Date" means the date on which Executive's employment with STERIS terminates.

7.15 Window Period. The term "Window Period" with respect to any particular Change of Control, means the three-month period beginning on the day after the first anniversary of the Change of Control. For example, if a Change of Control occurred on August 13, 1999, the Window Period with respect to that Change of Control would begin on August 14, 2000 and end on November 13,2000. If at any time there has been more than one Change of Control, there shall be a separate Window Period with respect to each such Change of Control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

By /s/ Michael A. Keresman

Michael A. Keresman, III, Senior Vice President and Chief Financial Officer

"EXECUTIVE"

/s/ Bill R. Sanford

BILL R. SANFORD

WAIVER AND RELEASE

DO NOT SIGN WITHOUT READING AND UNDERSTANDING

In consideration of the payments to be made to me following termination of my employment with STERIS Corporation pursuant to the agreement between STERIS Corporation and me dated__________ 1998 (the "Change of Control Agreement"), which payments I acknowledge I am not entitled to receive without execution of this Waiver and Release, and which payments will not commence earlier than eight days after the execution of this Waiver and Release, I, ________, for myself, my heirs, administrators, executors, and assigns, release and discharge STERIS, its affiliates, subsidiaries, divisions, successors, and assigns and the employees, officers, directors, and agents thereof (collectively referred to throughout this Waiver and Release as "STERIS") from any and all claims arising out of or relating to my employment with STERIS and my departure from my employment with STERIS based upon or related to any contention (i) that my employment terminated or ended because of any wrongful, unlawful, or improper reason or in violation or breach of any express or implied contract or agreement, or (ii) that STERIS engaged in any unlawful or discriminatory act, event, pattern, or practice involving age, religion, sex, national origin, ancestry, handicap, veteran status, race, or color, including without limitation, the federal Age Discrimination in Employment Act, 29 U.S.C. Section 621 et seq., or any similar state law.

I warrant that no promise or inducement has been offered to me other than as set forth in the Change of Control Agreement, that I am relying on no other statement or representation by STERIS, and that I have not assigned any of my rights. I have read this Waiver and Release; I have had a full opportunity to consider it (including the opportunity to consult with an attorney of my choice); and I understand that by signing it I am giving up important rights, including any right to sue under federal, state, or local law. I also verify that my entering into this Waiver and Release is wholly voluntary.

I further warrant that:

(a) I understand that I am specifically waiving rights or claims under the federal Age Discrimination in Employment Act, 29 U.S.C. Section 621 et seq.;

(b) I understand that I am not hereby waiving any rights or claims that may arise after this Waiver and Release is executed by me;

(c) I understand that this Waiver and Release is being given by me in exchange for consideration that is more valuable to me than what I am entitled to without the Change of Control Agreement and the execution of this Waiver and Release;

(d) I have been advised in writing by STERIS that I should have, at my expense, an attorney of my choice review this Waiver and Release;

(e) I have been advised by STERIS that I may take up to [twenty-one (21) days OR forty-five (45) days AS STERIS MAY DETERMINE AND PROVIDE] from receipt of this Waiver and Release to determine whether to execute the same; and

(f) I have been advised by STERIS that this Waiver and Release may be revoked by me within seven (7) days following execution of this Waiver and Release whereupon this Waiver and Release shall be null and void.

IN WITNESS WHEREOF, I, ____________________, have hereby set my hand this __________ day of _________________, ___.

Witnesses:

- ----------------------------------   ----------------------------------

- ----------------------------------

ACKNOWLEDGMENT OF RECEIPT OF WAIVER AND RELEASE

I, _____________________, do hereby acknowledge that on ______________, ____, I received a copy of the Waiver and Release which is attached hereto, and I understand that I have [twenty-one (21) days OR forty-five (45) days AS STERIS MAY DETERMINE AND PROVIDE] from the date of receipt of the Waiver and Release to determine whether to execute it.

Witness:

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Director of Human Resources
STERIS Corporation
5960 Heisley Road
Mentor, Ohio 44060

Re: Waiver and Release

Dear Sir or Madam:

On ________ , ____, I executed a Waiver and Release in favor of STERIS. More than seven (7) days have elapsed since I executed the Waiver and Release. I have at no time revoked my acceptance or execution of the Waiver and Release and, accordingly, I hereby request that STERIS commence making the payments due to me under my Change of Control Agreement.

Very truly yours,

EXHIBIT 10.2

AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the day of , between STERIS Corporation, an Ohio corporation ("STERIS"), and ("Executive").

STERIS is entering into this Agreement in recognition of the importance of Executive's services to the continuity of management of STERIS and based upon its determination that it will be in the best interests of STERIS to encourage Executive's continued attention and dedication to Executive's duties in the potentially disruptive circumstances of a possible Change of Control of STERIS. (As used in this Agreement, the term "Change of Control" and certain other capitalized terms have the meanings ascribed to them in Section 7, at the end of this Agreement.)

STERIS and Executive agree, effective as of the date first set forth above (the "Effective Date"), as follows:

1. Basic Severance Benefits. The benefits described in the subsections of this Section 1 are subject to the limitations set forth in Subsections 4.1 (regarding withholding) and 4.2 (requiring the execution of a waiver and release by Executive).

1.1 Lump Sum Severance Benefit if Employment is Terminated in Certain Circumstances Within Two Years of a Change of Control. If, within two years following the occurrence of a Change of Control, Executive's employment with STERIS is terminated by STERIS for any reason other than Cause, Disability, or death or by Executive after a Reduction of Compensation or a Mandatory Relocation has occurred, STERIS shall pay to Executive, within 30 days after the Termination Date, a lump sum severance benefit equal to three times the sum of

(a) one year's Base Salary (at the highest rate in effect at any time during the one year period ending on the date of the Change of Control), plus

(b) Executive's Average Annual Incentive Compensation.

1.2 Lump Sum Severance Benefit if Employment is Terminated by Executive During a Window Period following Good Faith Determination by Executive. Except as provided in the last sentence of this Subsection 1.2, if Executive's employment with STERIS is terminated by Executive during a Window Period and after Executive has determined in good faith:

(a) that Executive's position, responsibilities, duties, or status as an executive of STERIS have been at any time after the Change of Control materially changed from those in effect before the Change of Control,

(b) that Executive's reporting relationships with superior executive officers have been materially changed from those in effect before the Change of Control, or

(c) that Executive's career prospects have been in any way diminished as a result of the Change of Control,

STERIS shall pay to Executive, within 30 days after the Termination Date, a lump sum severance benefit equal to two times the sum of

(x) one year's Base Salary (at the highest rate in effect at any time during the one year period ending on the date of the Change of Control), plus

(y) Executive's Average Annual Incentive Compensation.

This Subsection 1.2 shall not apply if, at the Termination Date, (i) there has been either any Reduction of Base Salary or any Mandatory Relocation (in which event Subsection 1.1 would apply to the termination) or (ii) STERIS has Cause to terminate Executive's employment (in which case no lump sum severance benefit would be payable under either of Subsections 1.1 or 1.2).

1.3 Accrued Base Salary and Vacation Pay. If Executive becomes entitled to payment of a lump sum severance benefit under either of Subsections 1.1 or 1.2 above, STERIS shall, within 10 days after the Termination Date, pay to Executive (a) all Base Salary accrued through the Termination Date but not previously paid and (b) a cash payment equal to the value of any vacation time accrued through the Termination Date but not used by Executive (valued at a rate equal to Executive's Base Salary at the highest rate in effect at any time during the one year period ending on the date of the Change of Control).

1.4 Special Prior Year MICP Payments. If Executive becomes entitled to payment of a lump sum severance benefit under either of Subsections 1.1 or 1.2 above and the Termination Date occurs on the last day of or after the end of a Fiscal Year but before STERIS makes final MICP payments with respect to that Fiscal Year, STERIS shall pay to Executive, at the regularly scheduled time for such final MICP payments (the "Regular Payment Date"), but in any event not later than 60 days after the end of the Fiscal Year, as incentive compensation, the same amount or amounts that STERIS would have paid to Executive as incentive compensation with respect to that Fiscal Year at the Regular Payment Date if Executive's employment had continued through the Regular Payment Date. This Subsection 1.4 is intended to override any provision of the MICP that would otherwise cause Executive to forfeit any incentive compensation with respect to any Fiscal Year that ends on or before the Termination Date because Executive does not remain in the employ of STERIS through the Regular Payment Date with respect to that Fiscal Year.

1.5 Special Pro-Rata MICP Payment. If Executive becomes entitled to payment of a lump sum severance benefit under either of Subsections 1.1 or 1.2 above and the Termination Date occurs on other than the last day of a Fiscal Year, in addition to the payment, if any, provided for in Subsection 1.4 above, STERIS shall, within 60 days after the end of the calendar quarter in which the Termination Date occurs, pay to Executive, as additional incentive compensation for the period from the first day of the Fiscal Year in which the Termination Date occurs through the Termination Date (the "Pre-Termination Part Year"), an amount equal to the excess of:

(a) the product of the fraction specified in the last sentence of this Subsection 1.5 and the higher of (i) Executive's Target Annual Incentive Compensation and (ii) the dollar amount of the cumulative award that would have been payable to Executive under the MICP for that entire Fiscal Year had the level of relevant performance through the end of the Fiscal Year equaled the level of relevant performance through the last calendar quarter, if any, in that Fiscal Year that ended before the Termination Date, over

(b) the amount of incentive compensation previously paid to Executive with respect to that Fiscal Year.

The fraction to be used in calculating the amount to be paid under this Subsection 1.5 shall have a numerator equal to the number of days in the Pre-Termination Part Year and a denominator of 365.

1.6 Continued Health, Dental, and Life Insurance Coverage. If Executive becomes entitled to payment of a lump sum severance benefit under Subsection 1.1 above, STERIS shall, during the period from the Termination Date through the third anniversary of the Termination Date, continue to provide Executive with the same health, dental, and life insurance coverage and benefits that were being provided to Executive immediately before the Change of Control. If Executive becomes entitled to payment of a lump sum severance benefit under Subsection 1.2 above, STERIS shall, during the period from the Termination Date through the second anniversary of the Termination Date, continue to provide Executive with the same health, dental, and life insurance coverage and benefits that were being provided to Executive immediately before the Change of Control. Coverage and benefits to be provided under this Subsection 1.6 shall be provided to Executive at the same cost, if any, to Executive as they were provided to Executive immediately before the Change of Control.

2. Other Benefits.

2.1 Reimbursement of Certain Expenses After a Change of Control.

(a) From and after a Change of Control, STERIS shall pay, as incurred, all expenses of Executive, including the reasonable fees of counsel engaged by Executive, of defending any action brought to have this Agreement declared invalid or unenforceable.

(b) From and after a Change of Control, STERIS shall pay, as incurred, all expenses of Executive, including the reasonable fees of counsel engaged by Executive, of prosecuting any action to compel STERIS to comply with the terms of this Agreement upon receipt from Executive of an undertaking to repay STERIS for such expenses if, and only if, it is ultimately determined by a court of competent jurisdiction that Executive had no reasonable grounds for bringing that action (which determination need not be made simply because Executive fails to succeed in the action).

(c) From and after a Change of Control, expenses (including attorney's fees) incurred by Executive in defending any action, suit, or proceeding commenced or threatened (whether before or after the Change of Control) against Executive for any action or failure to act as an employee, officer, or director of STERIS or any Subsidiary shall be paid by STERIS, as they are incurred, in advance of final disposition of the action, suit, or proceeding upon receipt of an undertaking by or on behalf of Executive in which Executive agrees to reasonably cooperate with STERIS or the Subsidiary, as the case may be, concerning the action, suit, or proceeding, and (i) if the action, suit, or proceeding is commenced or threatened against Executive for any action or failure to act as a director, to repay the amount if it is proved by clear and convincing evidence in a court of competent jurisdiction that Executive's action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to STERIS or a Subsidiary or undertaken with reckless disregard for the best interests of STERIS or a Subsidiary, or (ii) if the action, suit, or proceeding is commenced or threatened against Executive for any action or failure to act as an officer or employee, to repay the amount if it is ultimately determined that Executive is not entitled to be indemnified.

2.2 Indemnification. From and after a Change of Control, STERIS shall indemnify Executive, to the full extent permitted or authorized by the Ohio General Corporation Law as it may from time to time be amended, if Executive is (whether before or after the Change of Control) made or threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that Executive is or was a director, officer, or employee of STERIS or any Subsidiary, or is or was serving at the request of STERIS or any Subsidiary as a director, trustee, officer, or employee of a corporation, partnership, joint venture, trust, or other enterprise. The indemnification provided by this Subsection 2.2 shall not be deemed exclusive of any other rights to which Executive may be entitled under the articles of incorporation or the regulations of STERIS or of any Subsidiary, or any agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in Executive's official capacity and as to action in another capacity while holding such office, and shall continue as to Executive after Executive has ceased to be a director, trustee, officer, or employee and shall inure to the benefit of the heirs, executors, and administrators of Executive.

2.3 Disability. If, after a Change of Control and prior to the Termination Date, Executive is unable to perform services for STERIS for any period by reason of disability, STERIS will pay and provide to Executive all compensation and benefits to which Executive would have been entitled had Executive continued to be actively employed by STERIS through the earliest of the following dates: (a) the first date on which Executive is no longer so disabled to such an extent that Executive is unable to perform services for STERIS, (b) the date on which Executive becomes eligible for payment of long term disability benefits under a long term disability plan generally applicable to executives of STERIS, (c) the date on which STERIS has paid and provided 24 months of compensation and benefits to Executive during Executive's disability, or (d) the date of Executive's death.

2.4 Gross-Up of Payments Deemed to be Excess Parachute Payments.

(a) STERIS and Executive acknowledge that, following a Change of Control, one or more payments or distributions to be made by STERIS to or for the benefit of Executive (whether paid or payable or distributed or distributable pursuant to the terms of this

Agreement, under some other plan, agreement, or arrangement, or otherwise, and including, without limitation, any income recognized by Executive upon exercise of an option granted by STERIS to acquire Common Shares issued by STERIS) (a "Payment") may be determined to be an "excess parachute payment" that is not deductible by STERIS for federal income tax purposes and with respect to which Executive will be subject to an excise tax because of Sections 280G and 4999, respectively, of the Internal Revenue Code (hereinafter referred to respectively as "Section 280G" and "Section 4999"). If Executive's employment is terminated after a Change of Control occurs, the Accounting Firm, which, subject to any inconsistent position asserted by the Internal Revenue Service, shall make all determinations required to be made under this Subsection 2.4, shall determine whether any Payment would be an excess parachute payment and shall communicate its determination, together with detailed supporting calculations, to STERIS and to Executive within 30 days after the Termination Date or such earlier time as is requested by STERIS. STERIS and Executive shall cooperate with each other and the Accounting Firm and shall provide necessary information so that the Accounting Firm may make all such determinations. STERIS shall pay all of the fees of the Accounting Firm for services performed by the Accounting Firm as contemplated in this Subsection 2.4.

(b) If the Accounting Firm determines that any Payment gives rise, directly or indirectly, to liability on the part of Executive for excise tax under Section 4999 (and/or any penalties and/or interest with respect to any such excise tax), STERIS shall make additional cash payments to Executive, from time to time and at the same time as any Payment constituting an excess parachute payment is paid or provided to Executive, in such amounts as are necessary to put Executive in the same position, after payment of all federal, state, and local taxes (whether income taxes, excise taxes under Section 4999, or otherwise, or other taxes) and any and all penalties and interest with respect to any such excise tax, as Executive would have been in after payment of all federal, state, and local income taxes if the Payments had not given rise to an excise tax under Section 4999 and no such penalties or interest had been imposed.

(c) If the Internal Revenue Service determines that any Payment gives rise, directly or indirectly, to liability on the part of Executive for excise tax under Section 4999 (and/or any penalties and/or interest with respect to any such excise tax) in excess of the amount, if any, previously determined by the Accounting Firm, STERIS shall make further additional cash payments to Executive not later than the due date of any payment indicated by the Internal Revenue Service with respect to these matters, in such amounts as are necessary to put Executive in the same position, after payment of all federal, state, and local taxes (whether income taxes, excise taxes under Section 4999, or otherwise, or other taxes) and any and all penalties and interest with respect to any such excise tax, as Executive would have been in after payment of all federal, state, and local income taxes if the Payments had not given rise to an excise tax under Section 4999 and no such penalties or interest had been imposed.

(d) If STERIS desires to contest any determination by the Internal Revenue Service with respect to the amount of excise tax under Section 4999, Executive shall, upon receipt from STERIS of an unconditional written undertaking to indemnify and hold Executive harmless (on an after tax basis) from any and all adverse consequences that might arise from the contesting of that determination, cooperate with STERIS in that contest at STERIS's sole expense. Nothing in this Paragraph (d) shall require Executive to incur any expense other than expenses with respect to which STERIS has paid to Executive sufficient sums so that after the payment of the expense by Executive and taking into account the payment by STERIS with respect to that expense and any and all taxes that may be imposed upon Executive as a result of Executive's receipt of that payment, the net effect is no cost to Executive. Nothing in this Paragraph (d) shall require Executive to extend the statute of limitations with respect to any item or issue in Executive's tax returns other than, exclusively, the excise tax under Section 4999. If, as the result of the contest of any assertion by the Internal Revenue Service with respect to excise tax under Section 4999, Executive receives a refund of a Section 4999 excise tax previously paid and/or any interest with respect thereto, Executive shall promptly pay to STERIS such amount as will leave Executive, net of the repayment and all tax effects, in the same position, after all taxes and interest, that he would have been in if the refunded excise tax had never been paid.

3. No Set-Off; No Obligation to Seek Other Employment or to Otherwise Mitigate Damages; No Effect Upon Other Plans. STERIS's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense, or other claim whatsoever that STERIS or any of its Subsidiaries may have against Executive. Executive shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise. Except as provided in the last sentence of this Section 3, neither the amount of any payment provided for under this Agreement nor Executive's right to any other benefit under this Agreement shall be reduced by any compensation or benefits earned by Executive as the result of employment by another employer or otherwise after the termination of Executive's employment. Neither the provisions of this Agreement, nor the execution of the waiver and release referred to in Subsection 4.2 below, nor the making of any payment provided for hereunder shall reduce any amounts otherwise payable, or in any way diminish Executive's rights, under any incentive compensation plan, stock option plan, retirement plan, disability or insurance plan, or other similar contract, plan, or arrangement of STERIS, except that the payment of a pro-rata incentive compensation benefit under Subsection 1.5 shall satisfy, to the extent of that payment, any obligation STERIS might have to Executive for payments under the MICP for the year in which the Termination Date occurs. STERIS's obligation to provide continuing health, dental, and/or life insurance coverage and benefits, as the case may be, shall be discontinued before the time otherwise specified in Subsection 1.6 if, as, and when Executive becomes eligible to receive roughly comparable health, dental, and/or life insurance coverage and benefits, as the case may be, from a subsequent employer.

4. Certain Limitations on Benefits.

4.1 Taxes; Withholding of Taxes. Without limiting either the right of STERIS to withhold taxes pursuant to this Subsection 4.1 or the obligation of STERIS to make gross-up payments pursuant to Subsection 2.4, Executive shall be responsible for all income, excise, and other taxes (federal, state, city, or other) imposed on or incurred by Executive as a result of receiving the payments provided in this Agreement, including, without limitation, the payments provided under Section 1 of this Agreement. STERIS may withhold from any amounts payable under this Agreement all federal, state, city, or other taxes as STERIS shall determine to be required pursuant to any law or government regulation or ruling.

4.2 Waiver and Release. STERIS may condition the payment of any amounts otherwise due under Section 1 of this Agreement upon (a) the execution by Executive of a waiver and release in the form attached to this Agreement as Exhibit A, with blanks appropriately filled and, in the case of clause (e) contained therein, completed with the number of days that STERIS determines is required under applicable law, but in no event more than 45 days, and (b) the observation of such waiting periods, if any, before and after execution of the waiver and release by Executive as are required by law, such as, for example, the waiting periods required for a waiver and release to be effective with respect to claims under the Age Discrimination in Employment Act, provided that STERIS delivers to Executive such a waiver and release, appropriately completed, within seven days of the Termination Date.

5. Term of this Agreement. This Agreement shall be effective as of the Effective Date and shall thereafter apply to any Change of Control occurring on or before March 31, 2000. Unless this Agreement is terminated earlier pursuant to Subsection 5.1, on March 31, 2000 and on March 31 of each succeeding year thereafter (a "Renewal Date"), the term of this Agreement shall be automatically extended for an additional year unless either party has given notice to the other, at least one year in advance of that Renewal Date, that the Agreement shall not apply to any Change of Control occurring after that Renewal Date.

5.1 Termination of Agreement Upon Termination of Employment Before a Change of Control. This Agreement shall automatically terminate and cease to be of any further effect on the first date occurring before a Change of Control on which Executive is no longer employed by STERIS, except that, for purposes of this Agreement, any termination of employment of Executive that is effected both (a) during the one year period ending on the date of a Change of Control and (b) in contemplation of a Change of Control shall be deemed to be a termination of Executive's employment as of immediately after that Change of Control becomes irrevocable (as provided in Subsection 7.4) and Executive shall be entitled to payments and benefits under this Agreement as if Executive's employment had continued through the day after the Change of Control became irrevocable and had then been terminated.

5.2 Amendment or Termination of Agreement Upon Demotion Before a Change of Control. STERIS has entered into agreements that are similar to this Agreement (some of which provide for different levels of benefits) with STERIS's Chief Executive Officer (the "CEO") and with a number of other STERIS executives. Except as otherwise provided in the last sentence of this Section 5.2, if the CEO notifies Executive before the occurrence of a Change of Control that Executive has been demoted to a lower position within STERIS and that, by reason of that demotion, Executive is no longer entitled to the level of protection intended to be provided by this Agreement, this Agreement shall be amended or terminated, as the CEO may specify in its notice to Executive. If the CEO notifies Executive that this Agreement is to be amended, the following amendments shall be deemed made effective as of the date of the notice to Executive:

(a) The phrase "a lump sum severance benefit equal to two times the sum of" shall be substituted for the phrase "a lump sum severance benefit equal to three times the sum of" where the latter phrase appears in Section 1.1.

(b) The phrase "a lump sum severance benefit equal to the sum of" shall be substituted for the phrase "a lump sum severance benefit equal to two times the sum of" where the latter phrase appears in Section 1.2.

(c) The phrase "through the second anniversary of the Termination Date" shall be substituted for the phrase "through the third anniversary of the Termination Date" where the latter phrase appears in Section 1.6.

(d) The phrase "through the first anniversary of the Termination Date" shall be substituted for the phrase "through the second anniversary of the Termination Date" where the latter phrase appears in Section 1.6.

If the CEO notifies Executive that this Agreement is to be terminated, the termination shall be effective as of the date of the notice to Executive. Notwithstanding the foregoing provisions of this Section 5.2, for purposes of this Agreement, any such demotion of Executive that is effected both (x) during the one year period ending on the date of a Change of Control and (y) in contemplation of a Change of Control shall be disregarded and Executive shall be entitled to payments and benefits under this Agreement after the Change of Control to the same extent, if any, and on the same terms as if Executive had not been demoted and no such notice of amendment or termination of this Agreement had been given.

5.3 No Termination of Agreement During Two Year Period Beginning on Date of a Change of Control. After a Change of Control, this Agreement may not be terminated. However, if Executive's employment with STERIS continues for more than two years following the occurrence of a Change of Control, then, for all purposes of this Agreement other than Subsections 2.1 and 2.2, that particular Change of Control shall thereafter be treated as if it never occurred.

6. Miscellaneous.

6.1 Successor to STERIS. STERIS shall not consolidate with or merge into any other corporation, or transfer all or substantially all of its assets to another corporation or other entity, unless such other corporation or other entity shall assume this Agreement in a signed writing and deliver a copy thereof to Executive. Upon such assumption the successor corporation or other entity shall become obligated to perform the obligations of STERIS under this Agreement and the term "STERIS" as used in this Agreement shall be deemed to refer to such successor corporation or other entity.

6.2 Notices. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person (to Executive in the case of notices to Executive and to the President of STERIS in the case of notices to STERIS) or (b) on the date actually received when sent by United States registered mail, return receipt requested, postage prepaid, and addressed, in the case of notices to STERIS, as follows:

STERIS Corporation
5960 Heisley Road
Mentor, Ohio 44060
Attention: President

and, in the case of notices to Executive, properly addressed to Executive at Executive's most recent home address as shown on the records of STERIS, or such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

6.3 Employment Rights. Nothing expressed or implied in this Agreement shall create any right or duty on the part of STERIS or Executive to have Executive continue as an officer of STERIS or to remain in the employment of STERIS.

6.4 Administration. STERIS shall be responsible for the general administration of this Agreement and for making payments under this Agreement. All fees and expenses billed by the Accounting Firm for services contemplated under this Agreement shall be the responsibility of STERIS.

6.5 Source of Payments. All payments under this Agreement shall be made solely from the general assets of STERIS (or from a grantor trust, if any, established by STERIS for purposes of making payments under this Agreement and other similar agreements), and Executive shall have the rights of an unsecured general creditor of STERIS with respect thereto.

6.6 Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement which shall remain in full force and effect.

6.7 Modification, Waiver, Etc. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in a writing signed by Executive and STERIS. No waiver by either party hereto at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or at any prior or subsequent time. No agreement or representation, oral or otherwise, express or implied, with respect to the subject matter hereof has been made by either party that is not set forth expressly in this Agreement. This Agreement shall inure to the benefit of and be enforceable by Executive's personal representatives, executors, administrators, successors, heirs, and designees. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

7. Definitions.

7.1 Accounting Firm. The term "Accounting Firm" means the independent auditors of STERIS for the Fiscal Year preceding the year in which the Change of Control occurred and such firm's successor or successors; provided, however, if such firm is unable or unwilling to serve and perform in the capacity contemplated by this Agreement, STERIS shall select another national accounting firm of recognized standing to serve and perform in that capacity under this Agreement, except that such other accounting firm shall not be the then independent auditors for STERIS or any of its affiliates (as defined in Rule 12b-2 promulgated under the Securities Exchange Act of 1934, as amended).

7.2 Base Salary. The term "Base Salary" means the salary payable to Executive from time to time before any reduction for voluntary contributions to any 401(k) plan or any other voluntary deferral. Base Salary does not include imputed income from any payment by STERIS of any noncash benefits.

7.3 Cause. The employment of Executive by STERIS or any of its Subsidiaries shall have been terminated for "Cause" if the Executive's employment is terminated and, prior to that termination of employment, any of the following has occurred:

(a) Executive shall have been convicted of a felony,

(b) Executive commits an act or series of acts of dishonesty in the course of Executive's employment which are materially inimical to the best interests of STERIS, all as determined in good faith by the vote of three fourths of all of the members of the Board of Directors of STERIS (other than Executive, if Executive is a Director of STERIS),

(c) after being notified in writing by the Board of Directors of STERIS of the failure and having been given at least 30 days in which to cure the failure, Executive continues to unreasonably neglect Executive's duties and responsibilities as an executive of STERIS,

(d) after being notified in writing by the Board of Directors of STERIS to cease any particular Competitive Activity, Executive intentionally continues to engage in that Competitive Activity while Executive remains in the employ of STERIS.

7.4 Change of Control. A "Change of Control" shall be deemed to have occurred if at any time or from time to time while this Agreement is in effect:

(a) Any person (other than STERIS, any of its Subsidiaries, any employee benefit plan or employee stock ownership plan of STERIS, or any person organized, appointed, or established by STERIS for or pursuant to the terms of any such plan), alone or together with any of its affiliates, becomes the beneficial owner of 15% or more (but less than 50%) of the Common Shares then outstanding;

(b) Any person (other than STERIS, any of its Subsidiaries, any employee benefit plan or employee stock ownership plan of STERIS, or any person organized, appointed, or established by STERIS for or pursuant to the terms of any such plan), alone or together with any of its affiliates, becomes the beneficial owner of 50% or more of the Common Shares then outstanding;

(c) Any person commences or publicly announces an intention to commence a tender offer or exchange offer the consummation of which would result in the person becoming the beneficial owner of 15% or more of the Common Shares then outstanding;

(d) At any time during any period of 24 consecutive months, individuals who were directors at the beginning of the 24-month period no longer constitute a majority of the members of the Board of Directors of STERIS, unless the election, or the nomination for election by STERIS's shareholders, of each director who was not a director at the beginning of the period is approved by at least a majority of the directors who (i) are in office at the time of the election or nomination and (ii) were directors at the beginning of the period;

(e) A record date is established for determining shareholders entitled to vote upon (i) a merger or consolidation of STERIS with another corporation in which those persons who are shareholders of STERIS immediately before the merger or consolidation are to receive or retain less than 60% of the stock of the surviving or continuing corporation, (ii) a sale or other disposition of all or substantially all of the assets of STERIS, or (iii) the dissolution of STERIS;

(f) (i) STERIS is merged or consolidated with another corporation and those persons who were shareholders of STERIS immediately before the merger or consolidation receive or retain less than 60% of the stock of the surviving or continuing corporation, (ii) there occurs a sale or other disposition of all or substantially all of the assets of STERIS, or (iii) STERIS is dissolved; or

(g) Any person who proposes to make a "control share acquisition" of STERIS, within the meaning of Section 1701.01(Z) of the Ohio General Corporation Law, submits or is required to submit an acquiring person statement to STERIS.

Notwithstanding anything herein to the contrary, if an event described in clause (b), clause (d), or clause (f) above occurs, the occurrence of that event will constitute an irrevocable Change of Control. Furthermore, notwithstanding anything herein to the contrary, if an event described in clause (c) occurs, and the Board of Directors either approves such offer or takes no action with respect to such offer, then the occurrence of that event will constitute an irrevocable Change of Control. On the other hand, notwithstanding anything herein to the contrary, if an event described in clause (a), clause (e), or clause (g) above occurs, or if an event described in clause (c) occurs and the Board of Directors does not either approve such offer or take no action with respect to such offer as described in the preceding sentence, and a majority of those members of the Board of Directors who were Directors prior to such event determine, within the 90-day period beginning on the date such event occurs, that the event should not be treated as a Change of Control, then, from and after the date that determination is made, that event will be treated as not having occurred. If no such determination is made, a Change of Control resulting from any of the events described in the immediately preceding sentence will constitute an irrevocable Change of Control on the 91st day after the occurrence of the event.

7.5 Competitive Activity. Executive shall be deemed to have engaged in "Competitive Activity" if Executive engages, directly or indirectly and whether as a director, officer, employee, agent, or independent contractor, in any business or business activity in which STERIS or any of its Subsidiaries engages (other than as a director, officer, or employee of STERIS or any of its Subsidiaries).

7.6 Disability. For purposes of this Agreement, Executive's employment will have been terminated by STERIS by reason of "Disability" of Executive only if (a) as a result of bodily injury or sickness, Executive has been unable to perform Executive's normal duties for STERIS for a period of 180 consecutive days, and (b) Executive begins to receive payments under a long term disability plan sponsored by STERIS not later than 30 days after the Termination Date.

7.7 Executive`s Average Annual Incentive Compensation. Subject to the last four sentences of this Subsection 7.7, the term "Executive's Average Annual Incentive Compensation" means the highest of:

(a) the average of the dollar amounts of incentive compensation paid or payable to Executive under the MICP for each of the two Fiscal Years most recently ended before the first Change of Control occurring after execution of this Agreement,

(b) the average of the dollar amounts of incentive compensation paid or payable to Executive under the MICP for each of the two Fiscal Years most recently ended before the Termination Date, and

(c) the average dollar amount obtained by adding together (i) the amount of incentive compensation paid or payable to Executive under the MICP for the Fiscal Year most recently ended before the Termination Date and (ii) Executive's Target Annual Incentive Compensation and dividing the sum so obtained by two.

If Executive was not a participant in the MICP for any one or more of the Fiscal Years referred to in this Subsection 7.7, the reference to that year shall be ignored in determining the average under clause (a), (b), and/or (c) above, as the case may be, and the "average," if any, determined under that clause shall be the dollar amount of incentive compensation paid or payable to Executive under the MICP for the other Fiscal Year referred to in that clause (or, in the case of clause (c), the dollar amount of Executive's Target Annual Incentive Compensation). Thus, for example, if Executive was not a participant in the MICP for the second year preceding a Change of Control but was a participant in the MICP for the year immediately preceding a Change of Control, the average determined under clause (a) would be equal to the amount of incentive compensation paid or payable to Executive under the MICP for the single year immediately preceding the Change of Control. If Executive was a participant in the MICP for only a part of one or more Fiscal Years referred to in this Subsection 7.7, the dollar amount of incentive compensation paid or payable to Executive under the MICP for that year, for purposes of determining the averages referred to in clauses (a), (b), and/or (c), as the case may be, shall be annualized. Thus, for example, if Executive was a participant in the MICP for only three months of a particular Fiscal Year and was paid incentive compensation under the MICP for that period equal to $3X, the annualized amount of $12X would be used in determining the averages referred to in clauses (a), (b), and/or (c), as the case may be.

7.8 Executive's Target Annual Incentive Compensation. The term "Executive's Target Annual Incentive Compensation" means the higher of (a) the dollar amount that would have been payable to Executive under the MICP for the Fiscal Year in which the Termination Date occurs had all relevant levels of performance (whether corporate, personal, or other) been exactly at target levels and had Executive remained in the employ of STERIS through the date on which incentive compensation for that Fiscal Year was paid in full, or (b) the dollar amount that would have been payable to Executive under the MICP for the last Fiscal Year that ended before the occurrence of a Change of Control had all relevant levels of performance for that Fiscal Year been exactly at target levels.

7.9 Fiscal Year. The term "Fiscal Year" means STERIS's fiscal year as in effect from time to time.

7.10 Mandatory Relocation. A "Mandatory Relocation" shall have occurred if, at any time after a Change of Control, Executive is notified that Executive's principal place of employment for STERIS is to be relocated, without Executive's written consent, more than 50 miles from where Executive's principal place of employment was located immediately before the Change of Control.

7.11 MICP. The term "MICP" means STERIS's Management Incentive Compensation Plan as in effect for STERIS's 1998 Fiscal Year and any later year and any similar plan that may be implemented in place of the plan from time to time thereafter.

7.12 Reduction of Compensation. A "Reduction of Compensation" shall have occurred if either or both of the following occur at any time after a Change of Control:

(a) Executive's Base Salary is reduced or

(b) either

(i) the MICP, and/or Executive's level of participation in the MICP, is altered for any year in such a way as to reduce Executive's opportunity to earn incentive compensation under the MICP for that year below the level of that opportunity as it existed immediately before the Change of Control, or

(ii) the amount of incentive compensation paid to Executive for any period after the Change of Control is below Executive's Target Annual Incentive Compensation.

7.13 Subsidiary. A "Subsidiary" means any corporation, partnership, or other entity a majority of the voting control of which is directly or indirectly owned or controlled at the time in question by STERIS.

7.14 Termination Date. The term "Termination Date" means the date on which Executive's employment with STERIS terminates.

7.15 Window Period. The term "Window Period" with respect to any particular Change of Control, means the three-month period beginning on the day after the first anniversary of the Change of Control. For example, if a Change of Control occurred on August 13, 1999, the Window Period with respect to that Change of Control would begin on August 14, 2000 and end on November 13, 2000. If at any time there has been more than one Change of Control, there shall be a separate Window Period with respect to each such Change of Control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

STERIS Corporation

By

Bill R. Sanford, Chairman of the Board
President and Chief Executive Officer

"EXECUTIVE"

By

WAIVER AND RELEASE

DO NOT SIGN WITHOUT READING AND UNDERSTANDING

In consideration of the payments to be made to me following termination of my employment with STERIS Corporation pursuant to the agreement between STERIS Corporation and me dated____________, 1998 (the "Change of Control Agreement"), which payments I acknowledge I am not entitled to receive without execution of this Waiver and Release, and which payments will not commence earlier than eight days after the execution of this Waiver and Release, I, _______________________,for myself, my heirs, administrators, executors, and assigns, release and discharge STERIS, its affiliates, subsidiaries, divisions, successors, and assigns and the employees, officers, directors, and agents thereof (collectively referred to throughout this Waiver and Release as "STERIS") from any and all claims arising out of or relating to my employment with STERIS and my departure from my employment with STERIS based upon or related to any contention (i) that my employment terminated or ended because of any wrongful, unlawful, or improper reason or in violation or breach of any express or implied contract or agreement, or (ii) that STERIS engaged in any unlawful or discriminatory act, event, pattern, or practice involving age, religion, sex, national origin, ancestry, handicap, veteran status, race, or color, including without limitation, the federal Age Discrimination in Employment Act, 29 U.S.C. Section 621 et seq., or any similar state law.

I warrant that no promise or inducement has been offered to me other than as set forth in the Change of Control Agreement, that I am relying on no other statement or representation by STERIS, and that I have not assigned any of my rights. I have read this Waiver and Release; I have had a full opportunity to consider it (including the opportunity to consult with an attorney of my choice); and I understand that by signing it I am giving up important rights, including any right to sue under federal, state, or local law. I also verify that my entering into this Waiver and Release is wholly voluntary.

I further warrant that:

(a) I understand that I am specifically waiving rights or claims under the federal Age Discrimination in Employment Act, 29 U.S.C. Section 621 et seq.;

(b) I understand that I am not hereby waiving any rights or claims that may arise after this Waiver and Release is executed by me;

(c) I understand that this Waiver and Release is being given by me in exchange for consideration that is more valuable to me than what I am entitled to without the Change of Control Agreement and the execution of this Waiver and Release;

(d) I have been advised in writing by STERIS that I should have, at my expense, an attorney of my choice review this Waiver and Release;

(e) I have been advised by STERIS that I may take up to [twenty-one (21) days OR forty-five (45) days AS STERIS MAY DETERMINE AND PROVIDE] from receipt of this Waiver and Release to determine whether to execute the same; and

(f) I have been advised by STERIS that this Waiver and Release may be revoked by me within seven (7) days following execution of this Waiver and Release whereupon this Waiver and Release shall be null and void.

IN WITNESS WHEREOF, I, _______________,have hereby set my hand this _________ day of______________, _______.

Witnesses:

- -------------------------   ----------------------------

- -------------------------

ACKNOWLEDGMENT OF RECEIPT OF WAIVER AND RELEASE

I,__________________, do hereby acknowledge that on __________________, ____, I received a copy of the Waiver and Release which is attached hereto, and I understand that I have [twenty-one (21) days OR forty-five (45) days AS STERIS MAY DETERMINE AND PROVIDE] from the date of receipt of the Waiver and Release to determine whether to execute it.

Witness:

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Director of Human Resources
STERIS Corporation
5960 Heisley Road
Mentor, Ohio 44060

Re: Waiver and Release

Dear Sir or Madam:

On ________ , ____,I executed a Waiver and Release in favor of STERIS. More than seven (7) days have elapsed since I executed the Waiver and Release. I have at no time revoked my acceptance or execution of the Waiver and Release and, accordingly, I hereby request that STERIS commence making the payments due to me under my Change of Control Agreement.

Very truly yours,

EXHIBIT 15.1 LETTER RE: UNAUDITED INTERIM FINANCIAL INFORMATION

We are aware of the incorporation by reference in the Registration Statements and related Prospectuses of our report dated July 26, 1999, relating to the unaudited consolidated condensed interim financial statements of STERIS Corporation and Subsidiaries that are included in its Form 10-Q for the quarter ended June 30, 1999:

Registration Number	Description	Filing Date
333-65155	Form S-8 Registration Statement -- STERIS Corporation Long Term Incentive Stock Plan	October 1, 1998
333-55839	Form S-8 Registration Statement -- Nonqualified Stock Option Agreement between STERIS Corporation and John Masefield and the Nonqualified Stock Option Agreement between STERIS Corporation and Thomas J. DeAngelo	June 2, 1998
333-32005	Form S-8 Registration Statement -- STERIS Corporation 1997 Stock Option Plan	July 24, 1997
333-06529	Form S-3 Registration Statement -- STERIS Corporation	June 21, 1996
333-01610	Post-effective Amendment to Form S-4 on Form S-8 -- STERIS Corporation	May 16, 1996
33-91444	Form S-8 Registration Statement -- STERIS Corporation 1994 Equity Compensation Plan	April 24, 1995
33-91442	Form S-8 Registration Statement -- STERIS Corporation 1994 Nonemployee Directors Equity Compensation Plan	April 24, 1995
33-55976	Form S-8 Registration Statement -- STERIS Corporation 401(k)Plan	December 21, 1992
33-55258	Form S-8 Registration Statement -- STERIS Corporation Amended and Restated Non-Qualified Stock Option Plan	December 4, 1992

Pursuant to Rule 436(c) of the Securities Act of 1933 our reports are not a part of the registration statement prepared or certified by accountants within the meaning of Section 7 or 11 of the Securities Act of 1933.

Ernst & Young LLP

Cleveland, Ohio
August 16, 1999

3-MOS
MAR-31-2000
JUN-30-1999
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9,335
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0.14