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

**FORM 8-K**

**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): January 6, 2015**

**Ohr Pharmaceutical, Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**

(State or other Jurisdiction of Incorporation)

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**333-88480**

(Commission File Number)

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**# 46-5622433**

(IRS Employer Identification No.)

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**800 3<sup>rd</sup> Avenue, 11th Floor, New York, NY**

(Address of Principal Executive Offices)

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**10022**

(Zip Code)

Registrant's telephone number, including area code: (212)-682-8452

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.**

On January 6, 2015, the registrant increased the size of its board of directors to six and appointed Dr. Jason Slakter as a Class II Director for a term expiring on March 10, 2015, the date of the next annual meeting of stockholders. Under the Contribution Agreement, dated May 14, 2014, with SKS Ocular, LLC (and its affiliates), the registrant agreed to appoint Dr. Slakter, the designee of SKS, as a director and the registrant entered into a consulting agreement with Dr. Slakter which provides for payment of \$7,692.31 bi-weekly in return for his consulting services. Prior to the Contribution Agreement, Dr. Slakter was retained by the registrant as a consultant. Dr. Slakter is also a principal of one of the registrant's vendors and was previously a member of the registrant's Scientific Advisory Board. The registrant issued a press release with additional information about Dr. Slakter, a copy of which is being furnished as exhibit 99.1 to Form 8-K.

The Company also entered into amendments of the employment agreements with Dr. Irach Taraporewala, CEO, and Sam Backenroth, CFO, extending the terms of their respective agreements to February 28, 2016 and providing for automatic renewal for additional one year terms thereafter. The registrant also authorized payments of bonuses of \$183,750 and \$150,000 to Dr. Taraporewala and Mr. Backenroth respectively, for the year ended September 30, 2014.

**Item 9.01. Financial Statements and Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
10.50	<a href="#"><u>Amendment, dated January 6, 2015, to Taraporewala employment agreement</u></a>
10.51	<a href="#"><u>Amendment, dated January 6, 2015, to Backenroth employment agreement</u></a>
99.1	<a href="#"><u>Press Release Dated January 8, 2015</u></a>

SIGNATURES

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

OHR PHARMACEUTICAL, INC.

Dated: January 8, 2015

By: /s/ Irach Taraporewala

Dr. Irach Taraporewala, President and CEO

AMENDMENT 1 TO EMPLOYMENT AGREEMENT

This AMENDMENT 1, dated as of January 6, 2015, to the Employment Agreement (the "Employment Agreement"), dated the 8th day of January, 2014, between OHR PHARMACEUTICAL, INC., a Delaware corporation (the "Company"), and Irach Taraporewala (the "Executive").

WITNESSETH:

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning set forth in the Employment Agreement;

NOW, THEREFORE, in consideration of regulatory requirements and the premises and the agreements hereinafter set forth, the parties hereto agree as follows:

1. The Executive and the Company agree that Section 2 of the Employment Agreement is hereby amended to be and read in its entirety as follows:

**"Term of this Employment Agreement.** Subject to Sections 4 and 5 hereof, the Term of this Employment Agreement shall be for the period of time commencing on January 1, 2015 and continuing until February 28, 2016; provided the Term will automatically renew for successive one (1) year periods (each, a "Renewal Term") unless either party delivers written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then-current initial Term or Renewal Term."

2. Miscellaneous. (a) Except as specifically provided herein, (i) the Employment Agreement shall continue to be in full force and effect and is hereby in all respects ratified and confirmed, (ii) the execution, delivery and effectiveness of this Amendment 1 shall not operate as a waiver of any right, power or remedy of the parties under the Employment Agreement, nor constitute a waiver of any provision of any of the Employment Agreement except as specified herein, (iii) all references to the Employment Agreement in the Employment Agreement and this Amendment 1 shall refer to the Employment Agreement as amended hereby and as amended from time to time, and (iv) this Amendment 1 shall be subject to Sections 6 through 10 of the Employment Agreement.

(b) This Amendment 1 may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. This Amendment 1 shall be accepted, effective and binding, for all purposes, when the parties shall have signed and transmitted to each other, by fax, pdf or otherwise, copies of this Amendment 1.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to Employment Agreement to be duly executed and delivered as of the date and year first above written.

OHR PHARMACEUTICAL, INC.

Executive

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name: Irach Taraporewala

\_\_\_\_\_

AMENDMENT 1 TO EMPLOYMENT AGREEMENT

This AMENDMENT 1, dated as of January 6, 2015, to the Employment Agreement (the "Employment Agreement"), dated the 8th day of January, 2014, between OHR PHARMACEUTICAL, INC., a Delaware corporation (the "Company"), and Sam Backenroth (the "Executive").

WITNESSETH:

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning set forth in the Employment Agreement;

NOW, THEREFORE, in consideration of regulatory requirements and the premises and the agreements hereinafter set forth, the parties hereto agree as follows:

1. The Executive and the Company agree that Section 2 of the Employment Agreement is hereby amended to be and read in its entirety as follows:

**"Term of this Employment Agreement.** Subject to Sections 4 and 5 hereof, the Term of this Employment Agreement shall be for the period of time commencing on January 1, 2015 and continuing until February 28, 2016; provided the Term will automatically renew for successive one (1) year periods (each, a "Renewal Term") unless either party delivers written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then-current initial Term or Renewal Term."

2. Miscellaneous. (a) Except as specifically provided herein, (i) the Employment Agreement shall continue to be in full force and effect and is hereby in all respects ratified and confirmed, (ii) the execution, delivery and effectiveness of this Amendment 1 shall not operate as a waiver of any right, power or remedy of the parties under the Employment Agreement, nor constitute a waiver of any provision of any of the Employment Agreement except as specified herein, (iii) all references to the Employment Agreement in the Employment Agreement and this Amendment 1 shall refer to the Employment Agreement as amended hereby and as amended from time to time, and (iv) this Amendment 1 shall be subject to Sections 6 through 10 of the Employment Agreement.

(b) This Amendment 1 may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. This Amendment 1 shall be accepted, effective and binding, for all purposes, when the parties shall have signed and transmitted to each other, by fax, pdf or otherwise, copies of this Amendment 1.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to Employment Agreement to be duly executed and delivered as of the date and year first above written.

OHR PHARMACEUTICAL, INC.

Executive

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: Sam Backenroth

\_\_\_\_\_



**Ohr Pharmaceutical Appoints Jason Slakter, MD, Chief Medical Officer, to Board of Directors**

NEW YORK, January 8, 2015 -- Ohr Pharmaceutical, Inc. (Nasdaq: OHRP), an ophthalmology research and development company, today announced that Jason Slakter, MD, Chief Medical Officer, has been appointed to the Company's Board of Directors.

"Since joining our management team in June of last year, Dr. Slakter has been instrumental in continuing to move our ocular-focused development programs forward," said Dr. Irach Taraporewala, Chief Executive Officer of Ohr Pharmaceutical. "He is an internationally recognized retinal and macular disease specialist, and has provided significant insight for our clinical development strategies."

"I am extremely pleased to join the Ohr Board at such a critical time in the Company's history," said Dr. Slakter. "We achieved clinical momentum in 2014, and intend to continue that progress in 2015. We will have a number of important milestones throughout the first half of the calendar year, beginning with reporting of final clinical data from the IMPACT study in wet-AMD. We also expect to commence our planned Phase III clinical trials of OHR-102 for the treatment of wet AMD as well as releasing data from our two investigator sponsored clinical trials evaluating OHR-102 in proliferative diabetic retinopathy and retinal vein occlusion."

Dr. Slakter is a Clinical Professor of Ophthalmology at New York University School of Medicine and has a clinical practice at the Vitreous-Retina-Macula Consultants in New York, N.Y. He is involved extensively in the design and application of new diagnostic and therapeutic modalities for the treatment of a variety of ophthalmic diseases. He has served as a principal investigator in many of the clinical trials for new therapies for the management of exudative age-related macular degeneration, diabetic retinopathy, retinal vascular disease and central serous chorioretinopathy. Dr. Slakter is the founder and director of the Digital Angiography Reading Center (DARC) in New York, which is one of the largest centers for image evaluation for clinical trials of posterior segment disease with over 850 certified clinical sites in over 44 countries worldwide. He is a member of numerous medical organizations including The Macula Society, The Retina Society, and The American Society of Retina Specialists, and he was the founding Editor-in-Chief of Retinal Physician journal. He has been the recipient of many awards including The Macula Society's Richard and Hinda Rosenthal Award for outstanding contribution to the treatment of ocular disease by an individual under the age of 45, as well as the Helen Keller Manhattan League Award in 2003. Dr. Slakter has published more than 100 papers and book chapters.

Dr. Slakter was one of the co-founders of SKS Ocular, which was acquired by Ohr in June of 2014. He joined Ohr as Chief Medical Officer upon closing of the transaction.

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#### **About Ohr Pharmaceutical, Inc.**

Ohr Pharmaceutical, Inc. (OHRP) is an ophthalmology research and development company. The company's lead product, Squalamine, is currently being studied as an eye drop formulation in several company sponsored and investigator sponsored Phase II clinical trials for various back-of-the-eye diseases, including the wet form of age-related macular degeneration, retinal vein occlusion, diabetic macular edema, and proliferative diabetic retinopathy. In addition, Ohr has a sustained release micro fabricated micro-particle ocular drug delivery platform with several preclinical drug product candidates in development for glaucoma, steroid-induced glaucoma, ocular allergies, and protein drug delivery. The company also has a research agreement with Alcon on a sustained release program. Additional information on the company may be found at [www.ohrpharmaceutical.com](http://www.ohrpharmaceutical.com).

#### *Safe Harbor Statement under the Private Securities Litigation Reform Act of 1995:*

*This news release contains forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements are made only as the date thereof, and Ohr Pharmaceutical undertakes no obligation to update or revise the forward-looking statement whether as a result of new information, future events or otherwise. Our actual results may differ materially and adversely from those expressed in any forward-looking statements as a result of various factors and uncertainties, including the future success of our scientific studies, our ability to successfully develop products, rapid technological change in our markets, changes in demand for our future products, legislative, regulatory and competitive developments, the financial resources available to us, and general economic conditions. Shareholders and prospective investors are cautioned that no assurance of the efficacy of pharmaceutical products can be claimed or assured until final testing; and no assurance or warranty can be made that the FDA or Health Canada will approve final testing or marketing of any pharmaceutical product. Ohr's most recent Annual Report and subsequent Quarterly Reports discuss some of the important risk factors that may affect our business, results of operations and financial condition. We disclaim any intent to revise or update publicly any forward-looking statements for any reason.*

#### **CONTACT:**

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