
**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): August 7, 2017

Inotek Pharmaceuticals Corporation
(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction
of incorporation)

001-36829
(Commission
File Number)

04-3475813
(I.R.S. Employer
Identification No.)

91 Hartwell Avenue
Lexington, MA
(Address of principal executive offices)

02421
(Zip Code)

Registrant's telephone number, including area code (781) 676-2100

Not Applicable
(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company

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

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers.

On August 7, 2017, the Company entered into an amendment to the Offer Letter, dated as of May 2, 2007 and amended on December 23, 2008 and October 9, 2009 (the "Offer Letter"), with Rudolf A. Baumgartner, M.D., the Executive Vice President, Chief Medical Officer of Inotek Pharmaceuticals Corporation (the "Company") (the "Amendment"). Under the Amendment, in the event of a Change of Control (as defined in the Offer Letter), Dr. Baumgartner's outstanding unvested equity awards will be fully vested upon his execution of a comprehensive release of claims in the Company's favor.

The description of the Amendment set forth herein does not purport to be complete and is qualified in its entirety by reference to the full text thereof, which is attached hereto as Exhibit 10.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment to Offer Letter, effective as of August 7, 2017, by and between the Company and Rudolf A. Baumgartner, M.D.

* * *

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.

Date: August 8, 2017

INOTEK PHARMACEUTICALS CORPORATION

By: /s/ Dale Ritter
Dale Ritter
Vice President – Finance

EXHIBIT INDEX

**Exhibit
No.**

Description

10.1 Amendment to Offer Letter, effective as of August 7, 2017, by and between the Company and Rudolf A. Baumgartner, M.D.

AMENDMENT TO OFFER LETTER

This Amendment to the Offer Letter (this “Amendment”), effective as of August 7, 2017, is made by and between Inotek Pharmaceuticals Corporation, a Delaware corporation (the “Company”), and Rudolf A. Baumgartner, M.D. (“Executive”).

WHEREAS, the Company extended an offer of employment to the Executive pursuant to that certain Offer Letter, dated as of May 2, 2007, as amended December 23, 2008 and October 9, 2009 (the “Offer Letter”);

WHEREAS, pursuant to the terms of the Offer Letter, the Company and the Executive may amend the Offer Letter in writing, and each of the Company and the Executive desires to amend certain terms of the Offer Letter as set forth in this Amendment; and

WHEREAS, unless the context requires otherwise, capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Offer Letter.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt of which is mutually acknowledged, the Company and Executive agree as follows:

1. The paragraph of the Offer Letter describing the vesting of the Executive’s equity awards upon a Change in Control is hereby amended in its entirety and replaced with the following paragraph:

“In the event of a Change in Control (as defined below) of the Company, then all your outstanding unvested equity awards (including, but not limited to, stock options and restricted stock units) will be fully vested upon your execution of a comprehensive release of claims in the Company’s favor, in a form and of a scope reasonably acceptable to the Company. The terms of any such equity awards shall be subject to and governed by the Company’s stock plan and an equity award agreement between you and the Company; *provided, however*, that the treatment of outstanding unvested equity awards upon a Change in Control will be governed by the terms as set forth herein, which such terms are intended to supersede all prior oral and written agreements and understandings between you and the Company with respect to any related subject matter.”

2. Except as expressly amended hereby, the Offer Letter continues in full force and effect in accordance with its terms and the terms thereof shall govern this Amendment to the same extent as if fully set forth herein.

3. This Amendment shall be governed by and construed in accordance with the laws of the State of Massachusetts applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

4. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

COMPANY:

INOTEK PHARMACEUTICALS CORPORATION

By: /s/ David P. Southwell

Name: David P. Southwell

Title: CEO

EXECUTIVE:

/s/ Rudolf A. Baumgartner, M.D.

Rudolf A. Baumgartner, M.D.

[Signature Page to Amendment to Offer Letter]