

**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): December 13, 2022**

**Minerva Neurosciences, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-36517**  
(Commission  
File Number)

**26-0784194**  
(I.R.S. Employer  
Identification No.)

**1500 District Avenue**  
**Burlington, MA**  
(Address of principal executive offices)

**01803**  
(Zip Code)

**(Registrant's telephone number, including area code): (617) 600-7373**

(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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	NERV	The Nasdaq Global Market

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

Emerging growth company

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

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officer.**

On December 13, 2022, the Board of Directors of Minerva Neurosciences, Inc. (the “Company”) adopted certain changes to the employment arrangement with Remy Luthringer, the Company’s Chief Executive Officer, to be effective immediately, pursuant to a First Amendment (the “Employment Agreement Amendment”) to that certain Employment Agreement by and between Mind-NRG SARL, a wholly-owned subsidiary of the Company, and Dr. Luthringer, dated as of August 1, 2016. Under the Employment Agreement Amendment, in the event of termination of Dr. Luthringer’s employment by the Company without cause and not by reason of disability, then, among other things, Dr. Luthringer will be entitled to continued payment of base salary for a period of twelve (12) months after the termination date.

The foregoing description is a summary of the Employment Agreement Amendment and is qualified in its entirety by reference to the full text of the Employment Agreement Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">First Amendment to the Employment Agreement of Remy Luthringer, by and between Mind-NRG SARL and Remy Luthringer, effective as of December 13, 2022.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

**SIGNATURE**

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

**MINERVA NEUROSCIENCES, INC.**

By: /s/ Frederick Ahlholm

Name: Frederick Ahlholm

Title: Chief Financial Officer

Date: December 16, 2022

**FIRST AMENDMENT TO THE  
EMPLOYMENT AGREEMENT OF REMY LUTHRINGER**

This FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT OF REMY LUTHRINGER (the "**Amendment**") is entered into this 13th day of December 2022 (the "**Effective Date**"), by and between REMY LUTHRINGER (the "**Employee**") and Mind-NRG SARL (the "**Company**").

**RECITALS**

A. The Company and the Employee have entered into that certain Employment Agreement effective May 1, 2014 (as amended and restated on August 1, 2016, the "**Employment Agreement**"); and

B. In light of the desire of the Company to continue the employment of Employee, and the desire of both the Company and the Employee to amend the Employment Agreement as provided in this Amendment,

**AGREEMENT**

The parties agree to the following:

1. **Amendment to Section 4(a)**. Section 4(a) of the Employment Agreement is hereby and replaced in its **entirety** as follows:

**"Base Salary**

The Employee shall receive an annual base salary of USD 600,096 (the "**Base Salary**") payable in twelve monthly instalments at the end of the month (in accordance with the Company's normal payroll practice), plus any mandatory contributions for family and children allowances.

The Base Salary will be subject to review and adjustment by the Company from time to time."

2. **Amendment to Section 9(f)**. Section 9(f) of the Employment Agreement is hereby and replaced in its **entirety** as follows:

**"Termination by the Company without Cause**. In case of termination by the Company without Cause and not by reason of Employee's Disability, then, in addition to the payment of Employee's Base Salary during Notice Period and Accrued Obligations as at the termination date, and in lieu of any other severance benefits otherwise payable under any Company policy or plan in effect, Employee will be entitled to (i) continued payment of Employee's Base Salary for twelve (12) months after the termination date (the "Salary Severance Period"), (ii) payment of a pro-rata portion of Employee's Annual Bonus (assuming for purposes of this payment that Employee's Annual Bonus is equal to 50% of Employee's Base Salary) and (iii) immediate vesting of any unvested options, restricted stock, restricted stock units, or other equity awards that are outstanding immediately prior to the date of termination and, but for the termination of the Employment, would have vested during the six (6) month period immediately following the date of termination (collectively, the "Severance Benefits")."

3. The Company and the Employee further agree that this Amendment does not constitute a termination pursuant Section 9 of the Employment Agreement, or otherwise constitute any trigger for the Company's payment of any severance benefits pursuant to Section 9 of the Employment Agreement.

4. The Employee will continue to abide by Company rules and policies. Employee acknowledges and agrees to continue to comply with the covenants in the Employment Agreement, including but not limited to the provision of Section 12 (Intellectual Property Rights), 13 (Data Protection and Privacy), 14 (Confidentiality), and 15 (Non-Competition and Non-Solicitation).

5. The Employee will continue to be eligible for the retention program benefits described in the letter to Employee dated October 13, 2020, as amended and supplemented by the supplemental retention program benefits described in the letter to Employee dated April 27, 2021.

6. Except as modified or amended in this Amendment, no other term or provision of the Employment Agreement or the Award is amended or modified in any respect. The Employment Agreement, along with this Amendment, sets forth the entire understanding between the parties with regard to the subject matter hereof and supersedes any prior oral discussions or written communications and agreements. This Amendment cannot be modified or amended except in writing signed by the Employee and an authorized officer of the Company.

[Signature page follows]

The parties have executed this FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT OF REMY LUTHRINGER on the day and year first written above.

**Mind-NRG SARL**

/s/ Geoffrey Race

Name: Geoffrey R. Race

Title: Director

**EMPLOYEE**

/s/ Remy Luthringer

Remy Luthringer