

**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**

**November 17, 2022**

Date of Report (Date of earliest event reported)

**INVIVO THERAPEUTICS HOLDINGS CORP.**

(Exact Name of Registrant as Specified in Charter)

**Nevada**

(State or Other  
Jurisdiction of Incorporation)

**001-37350**

(Commission File Number)

**36-4528166**

(IRS Employer  
Identification No.)

**One Kendall Square, Suite B14402**

**Cambridge, Massachusetts 02139**

(Address of Principal Executive Offices) (Zip Code)

**(617) 863-5500**

(Registrant's telephone number, including area code)

(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 (see General Instruction A.2. below):

- 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:

<u>Title of each class</u>	<u>Trading symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.00001 par value per share	NVIV	The Nasdaq Capital 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 Officers.**

On November 17, 2022, InVivo Therapeutics Holdings Corp. (the “Company”) entered into an amendment to the existing employment agreement dated December 24, 2018 (the “Employment Agreement”) with Richard Christopher, the Company’s Chief Financial Officer (the “Amendment”). The Amendment provides for an increase from six (6) to twelve (12) months of continuation of Mr. Christopher’s health insurance benefits under the Company’s employee group health insurance plan from the date of termination in the event Mr. Christopher’s employment is terminated by the Company without Cause or if he terminates his employment for Good Reason (each as defined in the Employment Agreement), in each case prior to, or more than 12 months following, a Change in Control (as defined in the Employment Agreement), unless Mr. Christopher becomes eligible for coverage under a new employer group’s health plan.

The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed herewith as Exhibit 10.1, and is incorporated by reference herein. Unless otherwise specified, capitalized terms used above without definition have the meanings set forth in the Employment Agreement or the Amendment.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
<a href="#"><u>10.1</u></a>	<a href="#"><u>Amendment to Employment Agreement, by and between InVivo Therapeutics Holdings Corp. and Richard Christopher, dated November 17, 2022.</u></a>
104	Cover Page Interactive Data File - the cover page iXBRL tags are 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.

**INVIVO THERAPEUTICS HOLDINGS CORP.**

Date: November 18, 2022

By: /s/ Richard Toselli

Name: Richard Toselli

Title: President and Chief Executive Officer

**Amendment to the Employment Agreement**

This Amendment to the Employment Agreement (the “Amendment”) is entered into by and between InVivo Therapeutics Holdings Corp. (the “Company”) and Richard Christopher (the “Executive”) and shall become effective as of November 17, 2022 (the “Effective Date”).

WHEREAS, the Company and Executive are parties to an Employment Agreement dated December 24, 2018 (the “Employment Agreement”), pursuant to which Executive serves as the Company’s Chief Financial Officer; and

WHEREAS, the Company wishes to amend certain terms of Executive’s Employment Agreement to extend Executive’s eligibility for the Company’s health insurance continuation benefits in the event of certain termination circumstances; and

WHEREAS, Executive has agreed to the amendments of the Employment Agreement set forth in this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following changes to the Employment Agreement, effective as of the Effective Date:

1. Section 4(b)(i) of the Employment Agreement shall be deleted in its entirety and replaced with the following:

“ (i) If the Executive’s employment is terminated without Cause by the Company or by the Executive for Good Reason, in each case prior to, or more than 12 months following, a Change in Control (as defined in the Award Agreement), the Company shall, in addition to paying the Accrued Obligations, (A) continue to pay the Executive, as severance, his salary as in effect on the Date of Termination, paid in accordance with the Company’s usual payroll practices, for a period of 12 months following the Date of Termination and (B) if the Executive is participating in the Company’s employee group health insurance plans on the Date of Termination, and if the Executive is eligible for and timely elects to continue receiving group health insurance under the continuation coverage rules known as COBRA, continue to pay the share of the premium for such coverage that it pays for active and similarly-situated employees who receive the same type of coverage until the earlier of (x) the twelve (12) month anniversary of the Date of Termination, and (y) the date the Executive becomes eligible for coverage under a new employer’s group health plan, unless, as a result of a change in legal requirements, the Company’s provision of payments for COBRA will violate the nondiscrimination requirements of applicable law, in which case this benefit will not apply.”

2. Except as expressly modified herein, all terms of the Employment Agreement shall remain in full force and effect.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year set forth below.

**INVIVO THERAPEUTICS HOLDINGS CORP.**

**EXECUTIVE:**

/s/ Richard Toselli  
Richard Toselli, M.D.  
President and Chief Executive Officer

/s/ Richard Christopher  
Richard Christopher

Date: November 17, 2022

Date: November 17, 2022