
**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: December 20, 2012
(Date of earliest event reported)**

ENTEROMEDICS INC.

(Exact name of registrant as specified in its charter)

Commission File Number: 1-33818

Delaware
(State or other jurisdiction
of incorporation)

48-1293684
(IRS Employer
Identification No.)

2800 Patton Road, St. Paul, Minnesota 55113
(Address of principal executive offices, including zip code)

(651) 634-3003
(Registrant's telephone number, including area code)

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))
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Item 8.01 Other Events.

On December 20, 2012, EnteroMedics Inc. (the “Company”) entered into an Amendment, effective October 1, 2012 (the “Amendment”), to the Consulting Agreement (the “Consulting Agreement”), effective June 1, 2011, with Anthony P. Jansz, a member of the Company’s Board of Directors. Pursuant to the Amendment, during the period from October 1, 2012 until June 30, 2013, Mr. Jansz agreed to commit additional time to performing consulting services for the Company’s management pursuant to the Consulting Agreement. In exchange for these additional services, Mr. Jansz is entitled to receive (i) a consulting fee of \$12,000 AUD per month from October 1, 2012 until June 30, 2013, and (ii) a non-qualified stock option to purchase 75,000 shares of the Company’s common stock, which vests as follows: (A) 16,667 of such 75,000 shares vested on January 22, 2013, the date of grant; (B) 16,667 of such 75,000 shares will vest on January 22, 2014; (C) 16,666 of such 75,000 shares will vest on January 22, 2015; and (D) the remaining 25,000 of such 75,000 shares will vest upon the occurrence of both (i) the Company successfully obtaining full Australian reimbursement approval for both surgeon’s fees and hospital fees for the VBLOC® vagal blocking therapy and the Maestro® Rechargeable System from the Australian Medical Services Advisory Committee prior to June 30, 2014 and (ii) the Company successfully obtaining device listing for the Maestro® Rechargeable System on the Australian Prostheses List prior to June 30, 2014. In the event of a change in control of the Company prior to June 30, 2014, 100% of any unvested portion of the 25,000 shares described in (D) above shall vest immediately prior to the consummation of such change in control. In no event shall any unvested portion of the 25,000 shares described in (D) above vest after June 30, 2014. The stock option was granted pursuant to the Company’s Amended and Restated 2003 Stock Incentive Plan and has a four-year term and an exercise price equal to \$2.65 (the closing price of the Company’s stock on the Nasdaq Capital Market on the date the grant was approved by the Board of Directors). The Board of Directors approved the stock option grant on January 22, 2013. The description of the Amendment in this Current Report on Form 8-K is qualified in its entirety by reference to the copy of the Amendment attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment to Consulting Agreement, effective October 1, 2012, by and between EnteroMedics Inc. and Anthony Jansz.

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.

ENTEROMEDICS INC.

By: /s/ Greg S. Lea

Greg S. Lea

Senior Vice President and Chief Financial Officer

Date: January 24, 2013

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment to Consulting Agreement, effective October 1, 2012, by and between EnteroMedics Inc. and Anthony Jansz.

AMENDMENT TO CONSULTING AGREEMENT

This Amendment (this “**Amendment**”) to that certain Consulting Agreement, dated July 6, 2011 (the “**Consulting Agreement**”), by and between EnteroMedics Inc., a Delaware corporation (“**EnteroMedics**”), and Anthony (Tony) Jansz (“**Consultant**”), shall be effective as of October 1, 2012.

Capitalized terms not otherwise defined herein shall have the meaning set forth in the Consulting Agreement.

WHEREAS, EnteroMedics desires Consultant to devote additional time and services between October 1, 2012 and June 30, 2013 toward completing Duties assigned to Consultant pursuant to the Consulting Agreement;

WHEREAS, as compensation for Consultant’s additional time and services to be provided between October 1, 2012 and June 30, 2013, EnteroMedics desires to adjust Consultant’s cash compensation during such period and award Consultant an additional stock option grant; and

WHEREAS, to reflect the foregoing EnteroMedics and Consultant desire to amend Section 3 of the Consulting Agreement;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, EnteroMedics and Consultant agree as follows:

1. Effective October 1, 2012, Section 3 of the Consulting Agreement shall be amended and restated in its entirety to read:

“3. Compensation: For the period beginning on October 1, 2012 and ending on June 30, 2013, EnteroMedics will pay Consultant \$12,000 AUD a month for consulting services rendered pursuant to this Agreement. For all other periods, EnteroMedics will pay Consultant \$8,000 AUD a month for consulting services rendered pursuant to this Agreement. Consultant has previously been granted a stock option under this Agreement for 50,000 shares that vests at approximately 1,041 shares per month for four years starting on July 1, 2011 and ending on June 1, 2015. Consultant will also receive, pending board of director approval, an additional stock option grant for 75,000 shares. 16,667 of such 75,000 shares will vest on the date such grant is approved by the board of directors; 16,667 of such 75,000 shares will vest on the one-year anniversary of the date such grant is approved by the board of directors; 16,666 of such 75,000 shares will vest on the two-year anniversary of the date such grant is approved by the board of directors; and the remaining 25,000 of such 75,000 shares will vest upon the occurrence of both (i) EnteroMedics successfully obtaining full reimbursement approval for both surgeon’s fees and hospital fees for the VBLOC® vagal blocking therapy and the Maestro® Rechargeable System from the Medical Services Advisory Committee prior to June 30, 2014 and (ii) EnteroMedics successfully

obtaining device listing for the Maestro® Rechargeable System on the Prostheses List prior to June 30, 2014. EnteroMedics will reimburse Consultant for actual incidental expenses (with no increase for handling or other mark-up) incurred in performing this Agreement, but such expenses shall not exceed \$300 per month without EnteroMedics' prior written consent. Travel expenses must be approved in advance by EnteroMedics. Consultant shall provide EnteroMedics with appropriate documentation for tax purposes for all expenses paid by EnteroMedics. Consultant shall submit monthly invoices for time and expenses."

2. As amended hereby, the Consulting Agreement shall continue to be in full force and effect and is hereby ratified and confirmed in all respects except that on and after the effective date of the Amendment all references in the Consulting Agreement to "this Agreement," "hereto," "hereof," "hereunder," or words of like import referring to the Consulting Agreement shall mean the Consulting Agreement as amended by this Amendment.

This **Amendment** is accepted and agreed as of December 20, 2012.

ENTEROMEDICS INC.

By: /s/ Mark B. Knudson
Printed Name: Mark B. Knudson
Title: President & CEO

CONSULTANT

By: /s/ Anthony Jansz
Printed Name: Anthony Jansz
Tax ID: _____