# 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): September 3, 2009

# ORAMED PHARMACEUTICALS INC.

(Exact name of registrant as specified in its charter)

Nevada (State or other jurisdiction of incorporation) **000-50298** (Commission File Number)

**98-0376008** (IRS Employer Identification No.)

Hi-Tech Park 2/5 Givat Ram
PO Box 39098
Jerusalem, Israel 91390
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: 972-2-566-0001

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))

# ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

On August 31, 2009, Oramed Pharmaceuticals Inc. ("Oramed"), through its Israeli subsidiary, Oramed Ltd., entered into an amendment to the employment agreement of Yifat Zommer, Oramed's Chief Financial Officer, Treasurer and Secretary (the "Amendment"). Pursuant to the Amendment, Ms. Zommer will no longer be employed on a part-time basis of 80%, but will rather be a full-time employee (at least 45 hours a week) and will receive a gross monthly salary of NIS 22,000, an increase of 25%. In accordance with the employment agreement, as amended, as of October 19, 2009, Ms. Zommer's gross monthly salary will be NIS 24,200, a 10% increase.

A copy of the Amendment is attached to this Current Report on Form 8-K as Exhibit 99.1 and is incorporated herein by reference.

#### ITEM 7.01 REGULATION FD DISCLOSURE.

On September 3, 2009, Oramed Pharmaceuticals Inc. issued a press release announcing that its Chief Executive Officer, Nadav Kidron will present at the Rodman & Renshaw's 11<sup>th</sup> Annual Healthcare Conference on Friday September 11, 2009 at 10:00 a.m. EDT at the New York Palace Hotel in New York City.

A copy of the press release is attached to this Current Report on Form 8-K as Exhibit 99.2 and is incorporated by reference herein.

#### ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

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Exhibit Description Number

99.1 Press Release dated September 3, 2009.

99.2 Amendment to Employment Agreement by and between Oramed Ltd. and Yifat Zommer entered into as of August 31, 2009.

### **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.

# ORAMED PHARMACEUTICALS INC.

Dated: September 3, 2009

By: /s/ Nadav Kidron

Nadav Kidron

President, CEO and Director

# **Exhibit Index**

Description
Press Release dated September 3, 2009.
Amendment to Employment Agreement by and between Oramed Ltd. and Yifat Zommer entered into as of August 31, 2009.



# Oramed Pharmaceuticals to Present at Rodman & Renshaw 11<sup>th</sup> Annual Healthcare Conference

JERUSALEM, Israel – September 3, 2009 – Oramed Pharmaceuticals Inc. (OTC BB: ORMP.OB) (http://www.oramed.com), a developer of alternative drug delivery systems, announced today that Nadav Kidron, its Chief Executive Officer, is scheduled to present at the Rodman & Renshaw's 11<sup>th</sup> Annual Healthcare Conference on Friday September 11, 2009 at 10:00 a.m. EDT. The conference will be held at the New York Palace Hotel in New York City.

Nadav Kidron is scheduled to speak in the Fahnestock Salon on the fifth floor of the hotel. He will discuss Oramed's strategic initiatives, updates and product pipeline.

### **About Oramed Pharmaceuticals**

Oramed Pharmaceuticals is a technology pioneer in the field of oral delivery solutions for drugs and vaccines presently delivered via injection. Oramed is seeking to revolutionize the treatment of diabetes through its patented flagship product, an orally ingestible insulin capsule currently in phase 2 clinical trials. Established in 2006, Oramed's technology is based on over 25 years of research by top research scientists at Jerusalem's Hadassah Medical Center. The Company's corporate and R&D headquarters are based in Jerusalem.

For more information, please visit http://www.oramed.com.

#### Forward-looking statements

Some of the statements contained in this press release are forward-looking statements which involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the company, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward looking statements, including the risks and uncertainties related to the progress, timing, cost, and results of clinical trials and product development programs; difficulties or delays in obtaining regulatory approval for our product candidates; competition from other pharmaceutical or biotechnology companies; and the company's ability to obtain additional funding required to conduct its research, development and commercialization activities. Please refer to the company's filings with the Securities and Exchange Commission for a comprehensive list of risk factors that could cause actual results, performance or achievements of the company to differ materially from those expressed or implied in such forward looking statements. The company undertakes no obligation to update or revise any forward-looking statements.

### **Company and Investor Relations Contacts:**

Oramed Pharmaceuticals

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#### **Amendment to Employment Agreement**

This Amendment to the Employment Agreement (this "Amendment") is entered into as of this 31<sup>st</sup> day of August 2009, by and between **Yifat Zommer**, an individual residing at Ramat Gan, Israel (the "**Executive**"), and **ORAMED Ltd.**, a company incorporated under the laws of the State of Israel, with an address at Hi-Tech Park 2/5 Givat Ram, Jerusalem, Israel 91390 (the "**Company**").

WHEREAS, the Company and the Executive entered into an Employment Agreement, dated as of April 19, 2009 (the "Employment Agreement"); and

WHEREAS, Company and the Executive desire to amend some of terms and conditions of the Original Agreement.

**NOW, THEREFORE,** the Company and the Executive agree as follows:

1. In Section 1.3 - <u>Scope of service</u> of the Original Agreement the following paragraph is hereby added:

As of August 16, 2009, the Executive shall perform her work on the basis of a 100% position, which will comprise five full working days (i.e. at least forty-five (45) hours a week) until the termination of the Executive's employment by the Company (or sooner, if so requested by the Company), for any reason whatsoever.

2. In Section 2.1(a) - <u>Salary</u> of the Original Agreement the following paragraph is hereby added:

As of August 16, 2009, the Executive shall be entitled to a gross monthly salary of NIS 22,000. Beginning on October 19, 2009, the gross monthly salary will be increased to NIS 24,200 (the "Salary").

3. Except for the changes and/or additions stated herein, all the other terms of the Employment Agreement shall remain valid and bind the parties without any change. In the case of a contradiction between the provisions of this Amendment and the provisions of the Employment Agreement, the provisions of this Amendment shall prevail. Without limiting the generality of the foregoing, the term "Agreement" as used in the Employment Agreement shall be deemed to be the Employment Agreement as amended by this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment to Employment Agreement as of the date first written above.

	Oramed Pharmaceuticals Inc.
	Nadav Kidron, CEO
	Yifat Zommer
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