
**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): March 26, 2009

ONCOGENEX PHARMACEUTICALS, INC.

(Exact name of registrant as specified in its charter)

Delaware (State or other Jurisdiction of Incorporation)	033-80623 (Commission File Number)	95-4343413 (IRS Employer Identification No.)
1522 217th Place S.E. Bothell, Washington (Address of Principal Executive Offices)		98021 (Zip Code)

Registrant's telephone number, including area code: **(425) 487-9500**

N/A
(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 1.01 Entry into a Material Definitive Agreement.

On March 27, 2009, the Board of Directors (the "Board") of OncoGenex Pharmaceuticals, Inc. (the "Company") approved a new director compensation policy ("Director Program"), which is intended to supersede in their entirety the prior practices of the Company with respect to director compensation. The material terms of the Director Program are as set forth below.

Cash Compensation

The annual cash compensation for directors shall be \$65,000 per year for the chair or lead director, if any, and \$44,000 per year for all other non-employee directors, in each case paid in arrears in four quarterly installments.

Equity Compensation

New directors shall receive a one-time initial stock option grant ("Initial Grant") and, following each annual meeting of stockholders, each director elected at such meeting shall receive an annual stock option grant ("Annual Grant"). The number of shares of common stock ("Shares") subject to the Initial Grant shall be the number that results in the award having a Value (defined below) of \$55,000, subject to a maximum of 20,000 Shares. The number of Shares subject to the Annual Grant shall be that number that results in the award having a Value (defined below) of \$34,000, subject to a maximum of 17,000 Shares. Each Initial Grant will vest quarterly over three years, and each Annual Grant will vest quarterly over one year. Initial Grants and Annual Grants will each have a term of seven years. Conditions on vesting and additional terms will be as set forth in the applicable stock incentive plan to which the grants are subject.

In the case of a director that was appointed or elected to the Board for the first time as of a date subsequent to December 31, 2008, and who has received an Initial Grant, such director's first Annual Grant will be reduced by multiplying the number of Shares that would otherwise be subject to such Annual Grant by the fraction of a year during which the director served on the Board immediately preceding the date of the annual meeting of stockholders.

"Value", as used above, is defined as the value derived from the Black Scholes formula, using the following additional inputs: (i) expected life of four years; (ii) annualized volatility as at the date of grant, as determined by the Board; (iii) a dividend yield of 0%; and (iv) a risk free interest rate of the midpoint between the three and five year T-bill rates in effect at the date of grant, regardless of the expense recognized by the Company for financial statement purposes.

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

On March 26, 2009, the Board adopted a Short Term Incentive Awards Program ("STIP"), an Agreement and Consent Form related thereto ("Consent") and the 2009 Corporate Objectives related thereto. The STIP, which will be administered by the Compensation Committee, applies to eligible employees, including the Company's executive officers, and is intended to supersede in their entirety the prior practices of the Company with respect to short-term incentive awards. The Consent provides that the respective employee agrees to amend and modify his or her employment insofar as it relates to bonus compensation and associated corporate objectives. As a result of the adoption of the STIP and the execution of the related Consent, all bonuses paid to employees, including executive officers, will hereinafter be discretionary.

The STIP provides eligible employees with an annual opportunity to receive a discretionary cash bonus based on performance related to corporate, team or individual goals and objectives. With respect to executive officers, award determinations under the STIP are based exclusively upon the attainment of certain corporate objectives. The STIP provides that the corporate objectives will be recommended annually by the Compensation Committee for adoption by the Board. The actual incentive amounts paid to executive officers under the STIP for the each fiscal year will be based on the Company's actual results during such year in relation to the established corporate objectives, and payments may be less than the established target amounts. The Company believes that Instruction 4 to Item 402(b) of Regulation S-K under the Securities Exchange Act of 1934, as amended, is applicable to the specific corporate objectives, which involve confidential information, because the disclosure of such information would cause competitive harm to the Company.

Copies of the STIP and Consent are filed as Exhibit 10.1 and Exhibit 10.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Short Term Incentive Awards Program
10.2	Agreement and Consent Form (related to the Short Term Incentive Awards Program)

SIGNATURES

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

ONCOGENEX PHARMACEUTICALS, INC.

Date: April 1, 2009

/s/ Stephen Anderson
Stephen Anderson
Chief Financial Officer and Secretary

EXHIBIT INDEX

Exhibit Number	Description
10.1	Short Term Incentive Awards Program
10.2	Agreement and Consent Form (related to the Short Term Incentive Awards Program)

OncoGenex Pharmaceuticals, Inc.**Short Term Incentive Awards Program****I. PURPOSE**

The Short Term Incentive Awards Program provides employees of OncoGenex Pharmaceuticals, Inc. (the "Company") and its subsidiaries with the annual opportunity to receive a discretionary cash bonus based on performance related to corporate, team or individual goals and objectives. The Short Term Incentive Awards Program begins Fiscal Year 2009 and replaces and supersedes prior plans and/or practices related to bonus compensation, as previously adopted by employment agreement or otherwise.

II. ADMINISTRATION

This Program is administered by the Compensation Committee of the Board of Directors of the Company (the "Committee"), which may, to the extent permitted by applicable regulations, delegate its authority to the President & Chief Executive Officer (the "CEO"). All decisions made by the Committee or by the CEO within the scope of any delegated authority shall be final and binding on all employees. The Committee retains the right to amend, alter, or terminate this Program at any time.

III. ELIGIBILITY

An employee's bonus eligibility and the portion of such eligibility attributable to corporate, team and individual objectives shall be determined annually, with reference to the employee's pay grade. The Company maintains a schedule of the bonus eligibility of each pay grade, which the Committee may amend from time to time.

Annually, the Committee will recommend to the Board of Directors, and the Board of Directors will determine, the corporate objectives that will apply for that year and management will determine the team and individual objectives that will apply for that year.

To be eligible to participate in this Program with respect to any fiscal year, an employee must have commenced employment at least three complete calendar months prior to the end of such fiscal year. To be eligible to receive an award under the Program with respect to such fiscal year, the employee must remain continuously employed by the Company or a subsidiary of the Company.

IV. AWARDS

Annually, the Committee will determine whether the Company's corporate objectives for the completed fiscal year were achieved and management will determine for each employee having team or individual goals whether such employee's team or individual goals were achieved. If objectives were not achieved at a 100% level, the Committee or the CEO, as applicable, may determine that the objectives were not achieved for purposes of this Program or, in their sole discretion, may determine that such objectives were partially achieved.

The Committee may award bonuses to employees based on the foregoing determinations or, after considering market conditions, the financial position of the Company and other factors, the Committee may, in its sole discretion, determine not to award any bonuses or to award bonuses at less than maximum eligibility. All awards under this Program are made at the sole discretion of the Committee. Notwithstanding any other provision in this Program or in any other communication made to any employee, no employee shall be entitled to a bonus award under this Program (i) unless and until a final award has been approved by the Committee, or in the case of a non-executive employee, the Committee has approved an awards pool to be administered by the CEO and the CEO has made such final award, and (ii) unless the employee remains an employee of the Company or a subsidiary of the Company on the date that the award is to be paid. Any award to a person that commenced employment during the fiscal year will be pro rated based on the portion of the year during which such person was employed.

V. MISCELLANEOUS

- A. This Program is effective beginning with the Company's 2009 fiscal year and will continue until the Committee terminates this Program.
- B. Nothing contained in this document shall be deemed to alter the relationship between the Company or any subsidiary of the Company and an employee. Furthermore, nothing contained in this document shall be construed to constitute a contract of employment between the Company or any subsidiary of the Company and an employee. Subject to any employment agreement that may exist between them, they continue to have the right to terminate the employment or service relationship at any time for any reason, except as provided in a written contract.
- C. This Program replaces and supersedes any and all prior agreements, policies, and/or plans related to bonus compensation.

Agreement and Consent Form

By signing this document, employee agrees and consents to amend and modify his or her employment insofar as it relates to bonus compensation and associated corporate objectives. In exchange for such modification, employee may participate in the Company's Short Term Incentive Awards Program.

ONCOGENEX PHARMACEUTICALS, INC.

Name, Title

EMPLOYEE

Employee Signature

Date