

**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): February 19, 2015

GENMARK DIAGNOSTICS, INC.

(Exact name of registrant as specified in its charter)

Commission File Number: 001-34753

Delaware
(State or other jurisdiction
of incorporation)

27-2053069
(I.R.S. Employer
Identification No.)

**5964 La Place Court
Carlsbad, California**

(Address of principal executive offices, including zip code)

760-448-4300

(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))
-

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

Approval of 2015 Bonus Plan

On February 19, 2015, the Compensation Committee of the Board of Directors (the “Compensation Committee”) of GenMark Diagnostics, Inc. (the “Company”) adopted the GenMark Diagnostics, Inc. 2015 Bonus Plan (the “2015 Plan”), which provides for the payment to eligible employees, including the Company’s named executive officers (“NEOs”), of cash incentive compensation for the 2015 calendar year performance period. Consistent with past practice, the Compensation Committee established a target bonus for Hany Massarany, the Company’s President and Chief Executive Officer, under the 2015 Plan equal to 100% of his annual base salary, and established a target bonus for each of the Company’s other NEOs equal to 50% of their respective 2015 base salaries. Bonuses payable under the 2015 Plan are based on certain financial, commercial, and product development goals as approved by the Compensation Committee. Based on actual performance, a participant in the 2015 Plan may receive between 0% and 150% of his or her target bonus amount under the 2015 Plan. The foregoing description of the 2015 Plan is only a summary, does not purport to be complete, and is qualified in its entirety by reference to the full text of the 2015 Plan, a copy of which is filed hereto as Exhibit 99.1.

Grant of Market Stock Units

On February 19, 2015, the Compensation Committee approved the following grants of market stock units (“MSUs”) under the Company’s 2010 Equity Incentive Plan, as amended, to the Company’s President and Chief Executive Officer, Chief Financial Officer, and each of the Company’s other NEOs:

Individual	MSUs (#)
Hany Massarany	48,050
Scott Mendel	9,785
Ingo Chakravarty	16,680
Jennifer Williams	13,900
Michael Gleeson	16,680

The foregoing MSUs vest in three equal installments, on each of December 31, 2015, December 31, 2016, and December 31, 2017. Each MSU represents the contingent right to receive, following vesting, between 0% and 200% of one share of the Company’s common stock, subject to the level of achievement of the associated performance goals. The resulting number of shares acquired upon vesting of the MSUs, if any, is based on the Company’s total shareholder return (“Total Shareholder Return”) for each performance period as compared to the Nasdaq Composite Index (the “Index”). One hundred percent of the applicable portion of the target award for each performance period will be earned if Total Shareholder Return equals the Index over the same period. The applicable portion of the target award will be reduced by two percentage points for each percent by which the Index exceeds Total Shareholder Return but with the applicable portion of the target reduced to 0% if the Index exceeds Total Shareholder Return by 50% or more. The applicable portion of the target award will be increased by two percentage points for each percent by which Total Shareholder Return exceeds the Index, up to maximum of 200% of the target if Total Shareholder Return exceeds the Index by 50% or more. At the end of the second and third annual performance periods, each recipient is eligible to receive any shares that were not earned in the first and second annual performance periods to the extent that the Company’s two-year or three-year Total Shareholder Return, as applicable, exceeds the prior performance results as compared to the Index. Any portion of the MSUs that do not vest due to performance below the minimum required level for vesting will be forfeited.

Item 9.01. Financial Statements and Exhibits.

(i) The following exhibit is filed with this Current Report:

Exhibit Number	Description
99.1	The GenMark Diagnostics, Inc. 2015 Bonus Plan

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.

GENMARK DIAGNOSTICS, INC.

Date: February 25, 2015

/s/ Eric Stier

Eric Stier

Senior Vice President, General Counsel and Secretary

EXHIBITS

Exhibit Number	Description
99.1	The GenMark Diagnostics, Inc. 2015 Bonus Plan

2015 BONUS PLAN

INTRODUCTION

The 2015 Bonus Plan (this “Bonus Plan” or “Plan”) is intended to retain Plan Participants and motivate them in their respective positions to achieve priority objectives at GenMark. The Bonus Plan is an annual plan with a single payout calculated according to company performance levels achieved and individual performance.

DEFINITIONS

“**Eligible Earnings**” means (i) for employees in an exempt position, their annualized base salary at the end of the Performance Period while a Plan Participant; and (ii) for employees in non-exempt positions, their base hourly or salary wages annualized at the rate at the end of the Performance Period while a Plan Participant. Other payments and forms of compensation such as overtime are excluded from Eligible Earnings. Prorated consideration will be given for partial year employment situations and leaves of absence.

“**Performance Period**” means, as applicable, GenMark’s fiscal year from January 1, 2015 to December 31, 2015.

“**Plan Participant**” means an individual eligible to participate in this Plan (and, thus, to potentially receive bonus(es) under this Plan) if s/he satisfies each of the following conditions:

- Is a regular employee of the Company (temporary and contract personnel are not eligible) and begins employment with the Company prior to October 1, 2015;
- Is not a participant in any other GenMark bonus, incentive, variable or sales compensation plan;
- Is provided with notice of eligibility to participate in this Plan, including his/her target bonus percentage opportunity under this Plan which is based on his/her position at GenMark; and
- Remains employed by GenMark in a position eligible to participate in this Plan through both the Performance Period *and* through the date bonuses are paid to Participants under this Plan.

Once an individual ceases to meet any of the above conditions, the employee ceases to be a Plan Participant and is not eligible to receive or keep any bonus under this Plan.

HOW THIS PLAN WORKS

This Plan is administered by the Compensation Committee of GenMark’s Board of Directors (the “Compensation Committee”), in its sole business judgment and discretion. The Compensation Committee intends to administer this Plan in accordance with the Performance Goals (as defined below), although it retains the legal right to full and absolute discretion and authority to administer the Plan differently, taking into account any other facts, factors and circumstances that may be relevant at the time bonus pool funding and bonus award determinations are made. Such other facts, factors and circumstances may prompt the Compensation Committee to administer this Plan differently than the Performance Goals may direct, although all of the factors covered by the Performance Goals below will be considered by the Compensation Committee in making bonus pool funding and bonus award determinations.

At the conclusion of the Performance Period, once the Company’s financials have been calculated and results are determined, a bonus pool may be released based on identified criteria. A bonus payout may be calculated based on GenMark’s performance as measured against Financial Goals, Product Development Goals, Organization Goals, Individual Goals, and/or such other goals as determined by the Compensation Committee, in each case as approved by the Compensation Committee during the first quarter of 2015 (collectively, the “Performance Goals”). Based on performance thresholds, payouts may occur between 0 and 150% of target. During the Performance Period, participants’ job performance may be assessed by their respective supervisors. Payout calculations are reviewed and approved by the CEO and/or Board of Directors.

BONUS PAYMENTS

A Participant's actual bonus payout for the Performance Period will be determined based on his/her target bonus percentage, his/her Eligible Earnings for the Performance Period, and prorated as applicable for any partial year employment. The Compensation Committee will approve the bonus payouts based on Company results achieved, and has the sole business judgment and discretion to make any adjustments to the bonus payout amounts and form of payment.

MISCELLANEOUS

1. Bonus Payments. All bonus payments will be subject to tax and other legally required withholdings and deductions, as well as those authorized by the Participant under established Company plans. Bonus payments will be made in the Participant's local currency and as soon as administratively practicable following conclusion of the Performance Period, after GenMark's financials are completed (and, as necessary, audited), but in no event later than 75 days following the end of the Performance Period.

Absent any errors or mistakes by GenMark with respect to data, calculations and eligibility determinations resulting in a bonus payment under this Plan, bonuses paid under this Plan are earned when received by the Participant. In the event of any such errors or mistakes by GenMark, a Participant or former Participant will not have earned the bonus and must repay any bonus amount received due to such error or mistake.

2. Plan Administration. This Plan is discretionary. No employee or Participant is entitled to receive any bonus under this Plan regardless of GenMark's financial performance, bonus funding, Participant performance or bonus recommendation under the Performance Goals set forth herein or otherwise. This Plan is administered by the Compensation Committee, which, along with the Board of Directors, has the sole authority and discretion to interpret, make exceptions to, make determinations under, change and terminate this Plan at any time in its sole business judgment and discretion. Moreover, nothing about this Plan is intended to be, nor shall be construed as, an employment contract between GenMark and any employee or Participant for employment or continued employment for any period, or in any GenMark position.

3. Governing Law.

The Plan shall be construed and interpreted in accordance with the laws of the state of California (but not its conflict of laws provisions) and, to the extent required by local law, the laws of the jurisdiction in which the Participant is or was employed by the Company during the period of eligibility to participate in the Plan.