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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

**PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (date of earliest event reported): July 20, 2011**

**Commission file number 1-10948**

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**OFFICE DEPOT, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**59-2663954**  
(I.R.S. Employer  
Identification No.)

**6600 North Military Trail, Boca Raton, Florida 33496**  
(Address of principal executive offices) (Zip Code)

**(561) 438-4800**  
(Registrant's telephone number, including area code)

**Former name or former address, if changed since last report: N/A**

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

- (b) On July 20, 2011, David I. Fuente notified our Board of Directors of his decision to resign as a director in order to pursue other professional interests. Mr. Fuente's resignation was effective July 20, 2011. His decision is not due to any disagreement with Office Depot, Inc. (the "Company"). Mr. Fuente has been a valuable member of our Board of Directors since he joined the Company in 1987. Until his resignation, he also served on the Board's Finance Committee since 2004. The Board of Directors is commencing a search with the help of a search firm.
- (e) On July 25, 2011, the Company and Neil R. Austrian entered into an Amendment to the Letter Agreement dated May 23, 2011 between the parties setting forth Mr. Austrian's compensatory arrangements for serving as the Company's Chairman and Chief Executive Officer from May 23, 2011 until his termination of employment with the Company (the "Engagement"). Pursuant to the amendment, Mr. Austrian's annual incentive compensation will be based on annual performance targets and paid annually, to the extent earned, instead of on a quarterly basis, as described below. No changes were made to Mr. Austrian's annual target bonus which remains at 140% of base salary.

For calendar year 2012 and each subsequent calendar year during the Engagement, Mr. Austrian shall participate in the Company's 2008 Bonus Plan for Executive Management Employees ("Executive Bonus Plan") pursuant to such plan's terms and in accordance with performance targets established by the Board of Directors or its Compensation Committee. From May 23, 2011 through December 31, 2011, Mr. Austrian shall participate in the 2011 Bonus Program under the Executive Bonus Plan pursuant to the same performance targets and payment terms approved by the Compensation Committee on February 16, 2011 for all other participants.

The foregoing description of the terms of the amendment is qualified in its entirety by reference to Exhibit 10.1 which is incorporated herein by reference.

**ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS**

Exhibit No.	Description
10.1	Amendment to Letter Agreement between Office Depot, Inc. and Neil R. Austrian dated July 25, 2011.

**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 hereto duly authorized

Date: July 25, 2011

**OFFICE DEPOT, INC.**

By: /s/ Elisa D. Garcia C.

Elisa D. Garcia C.

Executive Vice President and General Counsel

July 25, 2011

Mr. Neil R. Austrian  
Office Depot, Inc.  
6600 Military Trail  
Mail Code: C532  
Boca Raton FL 33496

Dear Neil:

This letter, when signed by each of us shall constitute an "Amendment" to the agreement between Office Depot, Inc. (the "Company") and yourself ("Executive") dated as of May 23, 2011 ("Agreement") with regard to your serving as the Chairman and Chief Executive Officer of the Company during the Engagement. Capitalized terms used herein without definition shall have the meanings specified in the Agreement.

Pursuant to subsection (g) of the "Miscellaneous Provisions" section of the Agreement, the provisions of the Agreement may be amended or waived only with the prior written consent of the Company and Executive. Subject to your written consent which will be demonstrated by your executing this Amendment, the Agreement shall be amended effective as of May 23, 2011 as follows:

The "Annual Incentive Compensation" section of the Agreement shall be deleted in its entirety and replaced with the following new section:

**"Annual Incentive Compensation":** Commencing with calendar year 2012 and with respect to each calendar year which occurs during the Engagement, Executive shall be eligible to earn an annual target bonus (the "Target Bonus") pursuant to the Company's 2008 Bonus Plan for Executive Management Employees (or any successor plan thereto) (the "Executive Bonus Plan") equal to 140% of Executive's base salary rate, subject to achievement of performance targets set by the Board of Directors of the Company (the "Board") or the Compensation Committee of the Board ("Compensation Committee"), subject to the terms of the Executive Bonus Plan. With respect to the period from the Commencement Date through December 31, 2011, Executive shall be eligible to earn a pro-rata portion of the Target Bonus (based upon the portion of 2011 during which Executive served under the Engagement) pursuant to the 2011 Bonus Program under the Executive Bonus Plan ("2011 Bonus Program"), which was approved by the Compensation Committee on February 16, 2011, subject to achievement of the same performance targets, and subject to the same payment terms, as set forth in the 2011 Bonus Program for all plan participants."

Subsection (b) of the "Miscellaneous Provisions" section of the Agreement shall be deleted in its entirety and replaced with the following new section:

"b) Complete Agreement. This Agreement (and the agreements attached as Exhibits thereto), the Amendment to the Agreement dated July 25, 2011, and the Executive's November 2, 2010 stock option award agreement with the Company constitute the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way."

Except as expressly modified hereby, the Agreement shall remain in full force and effect.

Neil, if you agree, please countersign a copy of this Amendment and return it to me at your earliest convenience.

Sincerely,

/s/ W. Scott Hedrick

W. Scott Hedrick

Lead Director

This Agreement is agreed to:

/s/ Neil R. Austrian

**Neil R. Austrian**

Date: July 25, 2011