

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM S-3  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

OXIS INTERNATIONAL, INC.  
(Exact name of registrant as specified in its charter)

Delaware 94-1620407  
(State or other jurisdiction (I.R.S. Employer  
of incorporation or organization) Identification Number)

6040 N. Cutter Circle, Suite 317  
Portland, Oregon 97217-3935  
(503) 283-3911  
(Address, including zip code, and telephone number, including area code, of  
Registrant's principal executive offices)

Jon S. Pitcher  
Vice President and Chief Financial Officer  
OXIS International, Inc.  
6040 N. Cutter Circle, Suite 317  
Portland, Oregon 97217-3935  
(503) 283-3911  
(Name, address, including zip code and telephone number, including area  
code of agent for service)

Copies to:  
Thomas P. Palmer  
Tonkon Torp LLP  
888 S.W. 5th Avenue, Suite 1600  
Portland, Oregon 97204  
(503) 802-2018

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC:  
From time to time after the effective date of this Registration Statement, as  
determined by the selling stockholders.

If the only securities being registered on this Form are being offered  
pursuant to dividend or interest reinvestment plans please check the following  
box:

If any of the securities being registered on this Form are to be offered on  
a delayed or continuous basis pursuant to Rule 415 under the Securities Act of  
1933, other than securities offered only in connection with dividend or interest  
reinvestment plans, please check the following box:

If this Form is filed to register additional securities for an offering  
pursuant to Rule 462(b) under the Securities Act, please check the following box  
and list the Securities Act registration statement number of the earlier  
effective registration statement for the same offering:

If this Form is a post-effective amendment filed pursuant to Rule 462(c)  
under the Securities Act, check the following box and list the Securities Act  
registration statement number of the earlier effective registration statement  
for the same offering:

If the delivery of the prospectus is expected to be made pursuant to Rule  
434, please check the following box:

CALCULATION OF REGISTRATION FEE

<TABLE>  
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Title of each class of securities to be registered	Proposed maximum Amount to be registered	Proposed maximum offering price per unit (1)	Proposed maximum aggregate offering price (1)	Amount of registration fee
--	--	--	---	----------------------------

<S>	<C>	<C>	<C>	<C>	<C>
Common Stock, \$0.001 par value		4,285,847 (2)(3)	\$1.94	8,314,543	\$2,195.04

</TABLE>

- (1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457 promulgated under the Securities Act of 1933, as amended, and based on the high and low prices as reported on the Nasdaq National Market as of June 29, 2000.
- (2) Includes 2,908,898 shares of common stock issuable upon exercise of outstanding warrants.
- (3) This Registration Statement also covers such indeterminate number of additional shares as may be issuable pursuant to Rule 416 as a result of anti-dilution adjustments.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

++++  
 +The information in this prospectus is not complete and may be changed. These +  
 +securities may not be sold until the registration statement filed with the +  
 +Securities and Exchange Commission is effective. This prospectus is not an +  
 +offer to sell these securities and it is not soliciting an offer to buy these +  
 +securities in any state where the offer or sale is not permitted. +  
 +++++

PRELIMINARY PROSPECTUS

OXIS INTERNATIONAL, INC.

4,285,847 Shares of Common Stock (\$0.001 par value)

The Offering:

Shares of common stock offered by selling stockholders..... 4,285,847

Offering Price..... The selling stockholders may offer the shares for sale on the Nasdaq Stock Market at the market price at the time of the sale. The selling stockholders may also offer the shares in privately negotiated transactions either at the market price at the time of the sale, at a price related to the market price or at a negotiated price. On June 30, 2000, the closing sale price of OXIS common stock on the Nasdaq Stock Market was \$2.06 per share.

Nasdaq National Market Symbol..... OXIS

Our common stock involves a high degree of risk. See "Risk Factors" beginning on page 4

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is \_\_\_\_\_, 2000.

This prospectus incorporates by reference important business and financial information about OXIS not included in or delivered with this prospectus. You may request a copy of all documents that are incorporated by reference in this prospectus by writing or telephoning us at the following address: OXIS International, Inc., 6040 N. Cutter Circle, Suite 317, Portland, Oregon 97217-3935, Attn: Jon S. Pitcher, Chief Financial Officer; telephone number: (503) 283-3911. We will provide copies of all documents requested (not including the exhibits to those documents, unless the exhibits are specifically incorporated by reference into those document or this prospectus) without charge.

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We have not authorized any person to give any information or to make any representations in connection with the sale of the shares by the selling stockholders other than those contained in this prospectus. You should not rely on any information or representations in connection with such sales other than the information or representations in this prospectus. The information in this prospectus is correct as of the date of this prospectus. You should not assume that there has been no change in our affairs since the date of this prospectus or that the information contained in this prospectus is correct as of any time after its date. This prospectus is not an offer to sell or a solicitation of an offer to buy shares in any circumstances in which such an offer or solicitation is unlawful.

## PROSPECTUS SUMMARY

This summary highlights selected information from this prospectus and may not contain all the information that is important to you. To understand the circumstances and terms of the offering and for complete information about OXIS, you should read this entire document and the information incorporated by reference, including the financial statements and the notes to the financial statements.

References in this prospectus to "OXIS," the "Company," "we," "us," or "our" are to OXIS International, Inc. and its subsidiaries, except where it is made clear that such term means only the parent company.

### OXIS

OXIS is a drug development and discovery company that develops novel products to combat diseases caused by oxidative stress. OXIS also sells fine chemicals, reagents and medical instruments.

OXIS recently completed a clinical trial of its lead therapeutic drug candidate, BXT-51072, in 20 patients with inflammatory bowel disease. We plan to initiate a further trial for this drug candidate. We are also moving forward with our other two therapeutic classes in the antioxidant area.

OXIS operates as a holding company with two principal subsidiaries. All of our drug development activities are carried out by our wholly-owned subsidiary, OXIS Therapeutics, Inc. All of our commercial activities are carried out by our wholly-owned subsidiary, OXIS Health Products, Inc.

As previously announced, we currently plan to sell or spin-off to our stockholders OXIS Health Products, Inc. and other assets that are not used for pharmaceutical development. After this transaction, OXIS will be refocused on ethical pharmaceutical development. We expect to then expand our pharmaceutical development business by licensing chemical compounds that are in the late preclinical and early clinical development stages and possibly acquiring other companies.

Our mailing address is: 6040 N. Cutter Circle, Suite 317, Portland, Oregon 97217-3935. Our telephone number is (503) 283-3911.

### This Offering

We are registering 4,285,847 shares of our common stock for resale by certain selling stockholders. This amount includes 1,376,949 shares sold to investors in private placements during March and April 2000 that were exempt

from the registration requirements of the Securities Act of 1933, as amended. The balance of the shares we are registering are issuable to investors that received common stock purchase warrants from us in the same private placement. These warrants give those investors the right to purchase shares of our common stock at prices ranging from \$4.92 to \$7.13 per share. These warrants expire at different times between February 23, 2001 and April 6, 2005. The warrants are collectively referred to as the "warrants," the investors are collectively referred to as the "selling stockholders" and the shares issued or issuable to them are referred to as the "selling stockholder shares." We are registering the selling stockholder shares pursuant to our agreements with the selling stockholders.

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Commencing on the effective date of this prospectus, the selling stockholders may, from time-to-time, sell, transfer or pledge their selling stockholder shares directly to purchasers, transferees or pledgees. The selling stockholders may also offer their selling stockholder shares through agents, brokers, dealers or underwriters who may receive compensation in the form of commissions or discounts. We anticipate that the selling stockholders will offer the selling stockholder shares either on the Nasdaq Stock Market, in privately negotiated transactions, or by both methods. We expect the price for the selling stockholder shares to be the market price prevailing at the time of sale, a price related to the prevailing market price or a negotiated price. Prior to selling any of their shares, the selling stockholders must satisfy the prospectus delivery and other requirements of the Securities Act.

#### Where You Can Find More Information

We are subject to the reporting requirements of the Securities Exchange Act of 1934, as amended. In accordance with the Exchange Act, we file annual and quarterly reports, proxy statements and other information with the Securities and Exchange Commission. You may inspect and copy any document we file at the SEC's public reference facilities at its offices at Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549 and at the SEC's regional offices located at Seven World Trade Center, 13th Floor, New York, New York 10048 and at Northwestern Atrium Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. You may also obtain copies of such materials by mail from the Public Reference Section of the SEC at Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates. Our filings with the SEC are also available on the SEC's web site at <http://www.sec.gov>.

In addition, our common stock is quoted on the Nasdaq National Market under the symbol "OXIS" and reports, proxy statements and other information concerning us may also be inspected at the offices of the National Association of Securities Dealers, Inc., 1735 K Street, N.W., Washington, DC 20006.

We have filed with the SEC a registration statement on Form S-3 with respect to the common stock offered under this prospectus. This prospectus is part of the registration statement on Form S-3 that we have filed with the SEC. The SEC allows us to "incorporate by reference" information that we file with it. This means that we can disclose important information to you by referring you to other documents that we have filed with the SEC. The information that is incorporated by reference is considered part of this prospectus, and information that we file later will automatically update and may supersede this information. For further information about us and the common stock being offered, you should refer to the registration statement and the following documents that are incorporated by reference:

- (i) Our Annual Report on Form 10-K for the fiscal year ended December 31, 1999, filed with the SEC on March 30, 2000.
- (ii) Our Current Report on Form 8-K filed with the SEC on March 23, 2000.
- (iii) Our Current Report on Form 8-K filed with the SEC on April 12, 2000.
- (iv) Our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2000 filed with the SEC on May 12, 2000.

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All documents we file pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus and before the termination of this offering are deemed to be incorporated by reference and will be a part of this prospectus from the date they are filed. Any statement in this prospectus or in a document incorporated by reference will be modified to the extent that a statement in any subsequently-filed document which also is incorporated by reference herein modifies or supersedes such statement in this prospectus or any other earlier filed document. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

We will provide, upon written or oral request, a copy of any and all of the documents that have been incorporated by reference in this prospectus (not including exhibits to such documents unless such exhibits are specifically incorporated by reference herein or into such documents) to any person (including beneficial owners of our securities) to whom this prospectus is delivered. You may direct your requests to OXIS International, Inc., 6040 N. Cutter Circle, Suite 317, Portland, OR 97217-3935, telephone (503) 283-3911, Attn: Jon S. Pitcher, Chief Financial Officer. Our website address is

www.OXIS.com. Information contained on our website or any other website does not constitute a part of this prospectus.

#### Use of Proceeds

We will not receive any proceeds from the sale of our common stock by the selling stockholders in the offering. We will receive a maximum aggregate amount of \$18,120,908 upon issuance of common stock if all of the warrants are exercised. However, we cannot ensure that any warrants will be exercised. We intend to use any proceeds we receive from the exercise of the warrants for working capital and general corporate purposes, including licensing chemical compounds, acquisitions and other business combinations if suitable opportunities arise, or the repayment of outstanding indebtedness.

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#### RISK FACTORS

Before you invest in our common stock, you should be aware that there are various risks, including those described below, that may affect our business, financial condition and results of operations. We caution you, however, that this list of risk factors may not be exhaustive, and these risk factors may be supplemented by future filings.

##### Risk Factors Applicable Primarily to OXIS Therapeutics, Inc.

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###### We Have a History of Losses

We have incurred losses in each of the last five years and expect to incur operating losses for the foreseeable future. As of March 31, 2000, we had an accumulated deficit of \$50,718,000. We expect to continue to experience significant operating losses as we continue our research and development programs. Our ability to achieve profitability and positive cash flows from operations will depend, in part, on our successfully developing business alliances with biotechnology or pharmaceutical companies that have the resources needed to develop and market our potential pharmaceutical products. We have not yet developed business alliances with any biotechnology or pharmaceutical companies.

###### Our Future Profitability is Uncertain

We expect to incur operating losses for the foreseeable future. We expect research and development expenses to increase as we expand our preclinical and human clinical testing. Further, following the sale of OXIS Health Products, Inc., we will no longer have revenues from sales of products. Our losses are likely to increase from quarter-to-quarter as we expand our development activities. We cannot be certain that we will ever achieve profitable operations.

###### We Will Need Additional Financing

We believe that the capital we raised in the first half of 2000 will allow us to continue our planned research and development programs through early 2001. If we are unable to raise additional capital by 2001, we may have to cease or curtail our operations, which would delay or prevent the development and marketing of our potential pharmaceutical products. The report of our independent auditors on our financial statements for the period ended December 31, 1999 included an explanatory paragraph referring to our ability to continue as a going concern. We anticipate expending significant capital resources in product research and development, including human clinical trials. We may also use capital resources to acquire complementary businesses, products, or technologies.

###### Our Success Depends on Our Research and Development Stage Products

Our success as a pharmaceutical development company depends on potential products that we are researching and developing. We have not yet generated material revenues from selling or licensing these products. We have completed the preclinical work for one potential new therapeutic product and have commenced the clinical trials. We cannot be certain that our product development efforts will be successful. Successfully developing our products depends in part on regulatory approvals and on our ability to market our products once they are approved or to license the products to other companies.

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###### The Loss of a Key Executive or Our Failure to Attract Qualified People Could Adversely Affect Our Business

Our success as a pharmaceutical development company significantly depends on the continued efforts of Dr. Paul Sharpe, Chief Executive Officer, and Dr. Timothy Rodell, Chief Technology Officer. We employ Dr. Rodell on a part-time basis. We are depending on the efforts of Ray R. Rogers, (former Chairman and now employed as a special advisor) to sell OXIS Health Products, Inc. in a timely and favorable manner. We do not have long-term employment contracts with Dr. Sharpe or Dr. Rodell. Our employment contract with Mr. Rogers does not guarantee that he will continue to provide services to OXIS. The loss of services of any of these three executives could materially adversely affect us.

We plan to hire additional personnel to help develop our potential pharmaceutical products. Our success as a pharmaceutical development company depends on our ability to attract and retain qualified personnel.

#### Failure to Protect Our Technology and Potential Claims of Patent Infringement Could Adversely Affect Our Operating Results

Our success will depend largely on our proprietary products and technology. While we have attempted to protect our proprietary products and technology through patents and trade secrets, our competitors may be able to develop similar products and technology independently. We cannot be certain that we will receive patents on our pending applications or that the claims allowed on any of the patents we do have will be sufficiently broad to protect our products and technology. In addition, any patents we have may be challenged, invalidated or circumvented.

Others may allege that we have infringed on their patent rights. The costs of litigation or damages from any infringement claim might have a significant adverse effect on us. Also, we might not be able to license the patents or technology necessary to develop our business on reasonable terms.

#### Government Regulation May Limit Our Ability to Sell Our Products

As with other companies in our industry, our preclinical development, clinical trials, product manufacturing and marketing are subject to federal and state regulation in the United States and other countries. Clinical trials and product marketing and manufacturing are subject to the rigorous review and approval processes of the United States Food and Drug Administration and foreign regulatory authorities. Obtaining FDA and other required regulatory approvals is lengthy and expensive. Typically, obtaining regulatory approval for therapeutic products requires the expenditure of substantial resources and takes several years. The length of this process depends on the type, complexity and novelty of the product and the nature of the disease or other indication to be treated. Preclinical studies must be conducted in conformance with FDA regulations. Clinical trials must also be performed in compliance with FDA regulations and may require large numbers of test subjects, complex protocols and possibly lengthy follow-up periods. As a result, our products may never receive approval for commercial sale.

#### Our Products Expose Us to Potential Liability

The testing, marketing and sale of human therapeutic products entails significant risks. Using therapeutic products in human trials and selling these products following regulatory approval may expose us to liability claims. These claims might be made directly by consumers or others. We have only limited insurance for our clinical trials. We may not be able to maintain adequate insurance to protect us against liabilities that may be incurred as a result of clinical trials or use of our products.

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#### Our Use of Hazardous Materials Exposes us to Potential Liability

We use hazardous materials, radioactive compounds and other controlled substances in our research and development activities. Although we believe that our safety procedures for handling and disposing of hazardous materials comply with the standards prescribed by state and federal regulations, we cannot completely eliminate the risk of accidental contamination or injury from these materials. In the event of an accident involving hazardous materials, we could be held liable for any damages that result. This liability could exceed our resources.

#### We Are In a Highly Competitive Business

The pharmaceutical industry is highly competitive. Competition in our current and potential product areas from large pharmaceutical companies, and other companies, universities and research institutions, is intense and expected to increase. Many of these entities have substantially greater capital resources, research and development staffs, facilities and experience than we do. These and other entities may have or may develop new technologies that may be the basis for products that compete with ours.

Any potential products that we successfully develop will have to compete for market acceptance and market share. We expect the relative speed with which we can develop products, complete the clinical testing and regulatory approval processes and supply commercial quantities of product to the market to be important competitive factors. Our competitors may develop technologies and products that are more effective than those we are developing. In addition, our competitors may achieve product commercialization or patent protection before we do.

#### Our Stock Price May Fluctuate Significantly

The market price for our common stock is volatile. The market price of our common stock may significantly fluctuate because of any of the following events:

- . announcements of technical innovations or new products by us or our competitors;
- . a change in the status of one or more of our licensing agreements;

- . developments concerning our patent rights or those of our competitors;
- . litigation;
- . publicity regarding medical results with our products being developed;
- . regulatory developments;
- . public concern about the safety of biotechnology or pharmaceutical products; or
- . announcement of our financial results.

Furthermore, due to one or more of the foregoing or other factors, our results of operation in any future quarter may not meet the expectations of securities analysts or investors. In such event, the market price of our common stock could be materially and adversely affected. In addition, the stock markets have recently experienced significant price and volume fluctuations seemingly unrelated to the performance of individual companies.

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#### Our Stock is Traded on a New International Stock Exchange

Our shares of common stock are traded on the Nasdaq National Market and on Le Nouveau Marche in France. Le Nouveau Marche began operation in February 1996 and, accordingly, has a limited operating history. Le Nouveau Marche may not be a stable or liquid market for shares of our common stock. Further, fluctuation of our share price on Le Nouveau Marche may affect the price of our shares traded on Nasdaq.

#### We Have a Significant Number of Options and Warrants Outstanding Which May Depress Our Stock Price.

As of April 30, 2000, we had 9,348,878 shares of common stock outstanding. Approximately 1,314,000 shares of common stock are reserved for issuance under our 1994 Stock Incentive Plan. We have options and warrants outstanding to purchase a total of 7,340,514 shares of common stock, of which, options to purchase 1,294,002 shares have been granted pursuant to the 1994 Stock Incentive Plan. Outstanding options include options to purchase 400,000 shares of common stock that are subject to stockholder approval of an amendment to the 1994 Stock Incentive Plan. Pursuant to a registration statement on Form S-8 filed with the SEC, we have registered for resale all of the shares of common stock under the 1994 Stock Incentive Plan and 7,000 additional shares subject to other options. These shares may now be sold into the public securities markets upon issuance under the 1994 Stock Incentive Plan or exercise of the options outside of the 1994 Stock Incentive Plan. Future sales of common stock in the public securities markets, including sales pursuant to this prospectus, may cause substantial fluctuations, including substantial price reductions, in the price of our common stock over short time periods.

#### Conversion of our Outstanding Preferred Stock Will Dilute Our Outstanding Common Stock

We have outstanding shares of Series B and C preferred stock. The Series B preferred stock is convertible into common stock at a rate of one share of common stock for each five shares of Series B preferred stock. The Series C preferred stock is convertible into common stock based on a percentage of the prevailing trading price of our common stock at the time of conversion. We must issue up to a maximum 261,476 shares of common stock on conversion of our preferred stock. The conversion of the outstanding shares of our preferred stock will dilute our issued and outstanding common stock.

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#### Certain Entities Own a Significant Percentage of our Voting Securities

The following table shows the percentage ownership of our voting securities held by our four largest stockholders, and our former Chairman, Mr. Rogers, as of April 30, 2000. The percentage of voting securities held is calculated as if any convertible preferred stock held by the stockholders shown below had been converted into common stock and any options or warrants held by them had been exercised.

Stockholders	Percent of voting securities held
-----	-----
Pictet & Cie	25.2%
Teachers Pension Fund of Berne	14.8%
Credit Suisse Asset Management Funds	9.2%
S.R. One, Limited	5.9%
Ray R. Rogers	2.5%

Dr. Brenda D. Gavin, one of our directors, is President of S.R. One, Limited.

Our largest stockholders can significantly influence the outcome of matters submitted to our stockholders for approval. As a result, certain transactions, including the election of directors, and any merger, consolidation or sale of all or substantially all of our assets, may not be possible without the approval of these stockholders.

#### The Anticipated Sale of OXIS Health Products, Inc. May Not Succeed

We plan to sell or spin off our assets that are not used for pharmaceutical development. This transaction will focus OXIS solely on developing pharmaceuticals. Most of the assets we plan to sell are held by our subsidiary, OXIS Health Products, Inc. We may not succeed in selling OXIS Health Products, Inc. in a timely fashion or in a manner favorable to us. In addition, we may not be successful in our effort to become a pure pharmaceutical development company.

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#### Risk Factors Applicable Primarily to OXIS Health Products, Inc.

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##### We Currently Depend on Others to Manufacture Components of Our Products

Our subsidiary, OXIS Health Products, Inc., depends on outside suppliers to manufacture components of our products. Independent third parties also produce some of our products, and raw materials used in our products. We depend on these third parties to produce products, supply quality materials and to deliver them in a timely manner. We depend on these manufacturers to achieve acceptable manufacturing yields and to allocate to us a sufficient portion of their capacity to meet our needs. We believe that our current third-party suppliers will meet our needs for the foreseeable future. Constraints or delays in the supply of products or raw materials could cause us to lose customers, delay development projects and could have other adverse effects on our business. Our reliance on third party manufacturers and suppliers involves several other risks, including reduced control over delivery schedules, quality assurance and costs. Our foreign manufacturers and suppliers subject us to additional risks such as changes in governmental policies, imposition of tariffs and import restrictions and other factors beyond our control.

Following the sale or spin-off of OXIS Health Products, Inc., we may still depend on others for manufacture of drug supply and other services.

##### We are Currently Exposed to Foreign Currency Fluctuation and Foreign Tax Laws

Our French subsidiary (now mostly inactive) has conducted virtually all of its non-U.S. business in currencies other than the U.S. dollar. Until we sell OXIS Health Products, Inc., foreign currency fluctuations may affect that part of the business. Until the sale of OXIS Health Products, Inc., we expect to continue to buy and sell the majority of our superoxide dismutase in a foreign currency. Other than buying and selling bulk superoxide dismutase in a single currency, we do not limit our foreign exchange risk. Accordingly, foreign currency fluctuations may affect our earnings and asset valuations. We may be affected by laws regarding our ability to repatriate foreign profits, if any, and by foreign tax laws, as well as by fluctuating tax rates and changes in international tax treaties. Foreign tax laws and changes in those laws may have a material adverse impact on our operations.

##### We Currently Depend on International Sales

Until we sell OXIS Health Products, Inc., we expect that international sales will continue to account for a substantial portion of our revenues. Our business in foreign markets is subject to fluctuations in foreign currency exchange rates and controls and other regulatory policies of foreign governments. Our business could also be affected by changes in U.S. or foreign laws and policies concerning foreign trade and investment.

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#### Forward Looking Statements

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##### You Should Not Rely on Our Forward-Looking Statements

This prospectus contains forward-looking statements within the meaning of Section 27A of the Securities Act. In particular, statements in this prospectus about the following involve risks and uncertainties:

- . our future operating results and business plans;
- . our successful development of therapeutic products;
- . entering into strategic partnerships; and
- . raising capital.

Our actual results could differ materially from those we discuss in this prospectus. Factors that could cause or contribute to such differences include the risks discussed in this Risks Factors section, as well as those discussed



elsewhere in this prospectus. When used in this prospectus, the words "believes," "plans," "expects," "anticipates," "estimates" and similar expressions, identify forward-looking statements. We do not intend to update any forward-looking statements.

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#### RECENT DEVELOPMENTS

As previously announced, our Board of Directors has determined that it is in the best interest of the Company and its stockholders to narrow our business focus to pharmaceutical development. Consequently, we plan to sell or spin-off to our stockholders OXIS Health Products, Inc. and other assets that are not used for pharmaceutical development. After this transaction, we expect to expand our pharmaceutical development business by licensing other chemical compounds that are in the late preclinical and early clinical development stages and possibly by acquiring other companies.

Dr. Paul Sharpe became our Chief Executive Officer in February of 2000. Dr. Sharpe resides in the United Kingdom. Consequently, our Board of Directors has authorized our management to explore the possibility of relocating our corporate headquarters in addition to part of our research and development operations to the United Kingdom.

We entered into an Executive Separation and Employment Agreement with Ray R. Rogers, dated as of April 3, 2000, wherein the parties agreed that Mr. Rogers would resign as the Chairman of our Board of Directors. Under this agreement, Mr. Rogers continues to serve as a member of our Board of Directors and we employ him as a salaried special advisor. Mr. Rogers' duties as a special advisor include directing the sale or spin-off of OXIS Health Products, Inc. Mr. Rogers' employment under this agreement is for one year and may be extended for an additional one-year period by agreement of both parties. As contemplated in the Executive Separation and Employment Agreement, Mr. Rogers resigned as the Chairman of our Board of Directors, effective June 30, 2000.

#### DIVIDEND POLICY

We have never paid or declared cash dividends on our common stock. We currently intend to retain any earnings for use in the operation and growth of our business and do not anticipate paying cash dividends on our common stock in the foreseeable future.

#### DESCRIPTION OF OUR COMMON STOCK

On July 14, 1998, we amended our Certificate of Incorporation to provide that the par value of each share of our common stock is one-tenth of one cent (\$0.001). In addition, on the same date, the authorized number of shares of our common stock was increased to 95,000,000 shares.

The holders of our common stock are entitled to one vote per share on all matters on which stockholders are entitled to vote. Holders of our common stock are entitled to receive dividends when and as declared by our Board of Directors out of any funds lawfully available therefore and, in the event of liquidation or distribution of assets, are entitled to participate ratably in the distribution of such assets remaining after payment of liabilities, in each case subject to any preferential rights granted to any series of our preferred stock that may then be outstanding. Holders of our common stock do not have cumulative voting rights with respect to any matter.

The transfer agent and registrar for our common stock is Boston EquiServe, L.P., Boston, Massachusetts.

#### DESCRIPTION OF WARRANTS GRANTED IN 2000

##### General

The following description of the warrants we issued in 2000 is only a summary of the detailed provisions of the warrant agreements entered into between us and each of the selling stockholders. Each warrant agreement was entered into in connection with our private placement that took place during March and April of 2000. In the private placement, some of the selling stockholders purchased units consisting of one share of common stock and warrants to purchase two shares of common stock. The shares of common stock purchased in the private placement were priced at the closing price of our common stock as quoted on the Nasdaq National Market on the trading day prior to the signing of each subscription agreement. The warrants were issued pursuant to the terms of the warrant agreement, and have an exercise price equal to either 125% or 150% of the per share price of the common stock sold. In addition to the common stock underlying the warrants issued to investors in the private placement, this prospectus includes common stock underlying warrants issued to our placement agents in connection with the private placement.

##### Number of Shares of Common Stock Issuable Upon Exercise of Warrants

In the aggregate, 1,376,949 shares of common stock were placed with the selling stockholders in the private placement at prices ranging from \$3.9375 to \$4.75 per share. Warrants to purchase 2,753,898 shares of common stock were issued to investors at exercise prices ranging from \$4.92 to \$7.13 per share. In

addition, warrants to purchase 155,000 shares of common stock were issued to our placement agents as part of their compensation. The exercise price of the warrants issued to the placement agents is \$5.94 per share. As of the date of this prospectus, none of the warrants have been exercised.

#### Time Period During Which Warrants May Be Exercised

The warrants became exercisable immediately upon issuance. The warrants may be exercised pursuant to the terms of exercise provided in the warrant agreements until the expiration date set forth in each warrant agreement. In each warrant agreement, the expiration date is either the first, second or fifth anniversary of the issue date of the warrants issued thereunder, which dates range from February 23, 2001 to April 6, 2005.

#### Procedure for Exercise of Warrants

The warrant agreements provide that the warrants may be exercised, in whole or in part, at any time during normal business hours on or after their date of issuance and prior to the close of business on the applicable expiration date. The warrant agreements also provide that the warrants may be exercised

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by the holder thereof then registered on our books, in whole or from time to time in part by (i) delivery of a written notice to us, (ii) payment to us of an amount equal to the exercise price multiplied by the number of shares being purchased under the warrant and (iii) the surrender of the warrant. No warrants may be exercised for fractional shares.

#### Adjustments to the Exercise Price

The warrant agreements provide that if we subdivide our outstanding shares of common stock into a greater number of shares, declare a stock dividend or make a common stock distribution payable in common stock, the exercise price will be proportionately reduced. Conversely, if we combine our outstanding shares of common stock into a smaller number of shares, the exercise price will be proportionately increased.

Upon each adjustment of the exercise price, the registered holder of the warrant will be entitled to purchase, at the adjusted exercise price, a proportionately increased or decreased number of shares of common stock.

After any adjustment of the exercise price, we must give notice of the adjustment to each registered holder of a warrant. We must also give notice of certain corporate transactions to each registered holder of a warrant at least 10 business days prior to the consummation of certain transactions.

#### SELLING STOCKHOLDERS

The following table sets forth the names of the selling stockholders and the number of shares of common stock and common stock underlying warrants held by the selling stockholders as of April 30, 2000, all of which may be offered for resale pursuant to this prospectus. This table is based upon information contained on our stock and warrant transfer records and information provided by the selling stockholders. Because the selling stockholders may offer to sell all, some or none of their selling stockholder shares, we cannot provide the number shares of common stock or common stock underlying the warrants that will be held by the selling stockholders after such offering. We have, therefore, prepared the following table using the assumption that all of the selling stockholder shares will be sold. The number of selling stockholder shares that each selling stockholder may sell under this prospectus was determined pursuant to the registration rights agreements entered into between us and each respective selling stockholders, other than Bradford-Wright LLC and Credit Lyonnais.

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<TABLE>  
<CAPTION>

Selling stockholder (1)	Shares held before the offering		Shares offered for resale		Shares held after the offering		% of outstanding after offering	Common Stock (3)	
	Common Shares	Shares subject to warrants	2000 Common Total	Warrant shares (2)	Total owned	Common			
Teachers Pension Fund of Berne	558,442	1,001,884	1,560,326	443,442	886,884	1,330,326	230,000	2.43%	
Bradford-Wright LLC	--	5,000	5,000	--	5,000	5,000	--	*	
Centro Internationale Handelsbank AG	33,380	55,332	88,712	10,526	21,052	31,578	57,134	*	

Credit Lyonnais	--	150,000	150,000	--	150,000	150,000	--	*
Forsikrings-Aktieselskab								
Alka Liv	219,563	324,826	544,389	105,263	210,526	315,789	228,600	2.42%
Pictet & Cie	970,308	1,918,332	2,888,640	733,166	1,466,332	2,199,498	689,142	7.03%
William G. Seims	10,526	21,052	31,578	10,526	21,052	31,578	--	*
Sofinnova Capital								
FCPR	25,468	50,936	76,404	25,468	50,936	76,404	--	*
Sofinnova SA	16,979	33,958	50,937	16,979	33,958	50,937	--	*
Daniel P. Wagener and								
Wanda F. Wagener								
JTROS	10,526	21,052	31,578	10,526	21,052	31,578	--	*
Daniel P. Wagener								
TTEE								
The Wagener Trust U/A								
10/6/78	21,053	42,106	63,159	21,053	42,106	63,159	--	*
-----								
=====								
Total	1,866,245	3,624,478	5,490,723	1,376,949	2,908,898	4,285,847	1,204,876	
=====								

</TABLE>

\* less than 1% of our issued and outstanding common stock.

- (1) The persons and entities named in the table have sole voting and sole investment power with respect to all securities beneficially owned.
- (2) We have reserved 2,908,898 shares of our common stock for issuance to the holders of the warrants upon exercise of the warrants.
- (3) The percentages in this column are based on 9,348,878 shares of our common stock issued and outstanding on April 30, 2000. The percentages in this column assume full of exercise of the warrants held by each respective stockholder.

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#### PLAN OF DISTRIBUTION

We are registering the common stock offered by the selling stockholders pursuant to the terms of registration rights agreements entered into between February 21, 2000 and March 31, 2000 in connection with the Company's private placement of common stock and warrants completed during the first half of 2000. We are also registering common stock that will be issued to our placement agents upon exercise of their warrants.

The registration rights agreements require us to use commercially reasonable efforts to file a registration statement under the Securities Act covering the resale of the common stock within 90 days after we close the last sale of stock under the private placement. We have also agreed to: (i) use commercially reasonable best efforts to cause such registration statement to become effective, and to keep such registration statement effective for up to 180 days; (ii) prepare and file any amendments and supplements to such registration statement that may be necessary to comply with the Securities Act regarding the disposition of all securities covered by such registration statement; (iii) furnish to each holder of the registrable securities copies of a prospectus, including a preliminary prospectus, in conformity with the Securities Act, and such other documents as they may reasonably request to facilitate the disposition of securities they own; and (iv) use commercially reasonable best efforts to register and qualify the securities covered by such registration statement under such other securities or blue sky laws of such jurisdictions as shall be reasonably requested by a majority of the holders of registrable securities.

The selling stockholder shares offered under this prospectus may be sold from time-to-time by the selling stockholders, or by their pledgees, donees, transferees or other successors in interest. These sales may be made on the Nasdaq National Market or in the over-the-counter market, or otherwise, at prices and on terms then prevailing or related to the then current market price, or in negotiated transactions. The selling stockholder shares may be sold to or through one or more broker-dealers, acting as agent or principal in underwritten offerings, block trades, agency placements, short sales, exchange distributions, brokerage transactions or otherwise, or in any combination of the foregoing. We will issue common stock to the warrant holders upon exercise of their warrants, and such common stock will be registered under the Securities Act upon issuance pursuant to the terms of this prospectus.

We are bearing the costs relating to the registration of the selling stockholder shares offered under this prospectus. We estimate the expenses of this registration will be approximately \$22,000. Each of the selling stockholders will pay the cost of all brokerage commissions and discounts, and all expenses incurred by them in connection with sales of their selling stockholder shares. In connection with any transaction involving selling stockholder shares, broker-dealers or others may receive from the selling

stockholders, and may in turn pay to other broker-dealers or others, compensation in the form of commissions, discounts or concessions in amounts to be negotiated at the time. Such compensation shall be paid by the selling stockholders. Broker-dealers and any other persons participating in a distribution of the common stock may be deemed to be "underwriters" within the meaning of the Securities Act in connection with such distribution, and any such commissions, discounts or concessions may be deemed to be underwriting discounts or commissions under the Securities Act.

Any or all of the sales or other transactions involving the selling stockholder shares, whether effected by the selling stockholders, any broker-dealer or others, may be made pursuant to this prospectus. In addition, any selling stockholder shares that qualify for sale by a selling stockholder pursuant to Rule 144 under the Securities Act may be sold under Rule 144 rather than pursuant to this prospectus.

In order to comply with the securities laws of certain states, if applicable, the selling stockholder shares may be sold by selling stockholders in such jurisdictions only through registered or licensed brokers or dealers. In addition, the selling stockholder shares may not be sold unless they have been registered or qualified for sale or an exemption from registration or qualification requirements is available and is complied with under applicable state securities laws.

We and the selling stockholders have agreed, and hereafter may further agree, to materially indemnify certain persons, including, respectively, the selling stockholders and us and our officers and directors, and legal counsel as well as, respectively, persons controlling the selling stockholders and us, and the underwriters for such selling stockholders, broker-dealers or others, against certain liabilities in

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connection with any offering of the selling stockholder shares, including liabilities arising under the Securities Act.

#### LEGAL MATTERS

Tonkon Torp LLP, Portland, Oregon, will pass upon the validity of the common stock offered under this prospectus.

#### EXPERTS

The consolidated financial statements incorporated in this prospectus by reference from our Annual Report on Form 10-K for the year ended December 31, 1999, have been audited by Deloitte & Touche LLP, independent auditors, as stated in their report which is incorporated herein by reference (which report expresses an unqualified opinion and includes an explanatory paragraph relating to our ability to continue as a going concern), and have been so incorporated in reliance upon the report of such firm given upon its authority as experts in accounting and auditing.

#### INDEMNIFICATION

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons, we have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by us of expenses incurred or paid by one of our directors, officers or controlling persons in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by us is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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#### PART II

##### INFORMATION NOT REQUIRED IN PROSPECTUS

###### Item 14. Other Expenses of Issuance and Distribution

The following table sets forth all expenses, other than the underwriting discounts and commissions, payable by the Registrant in connection with the sale of the securities being registered. All the amounts shown are estimates except for the registration fee.

Registration fee	\$ 2,195
Blue sky qualification fees and expenses	1,000
Legal fees and expenses	10,000
Accounting fees and expenses	3,000
Miscellaneous	5,000
	-----
	\$21,195

###### Item 15. Indemnification of Officers and Directors.

The Company has the power, pursuant to Section 102(b)(7) of the Delaware General Corporation Law, to limit the liability of directors of the Company for certain breaches of fiduciary duty and, pursuant to Section 145 of the Delaware General Corporation Law, to indemnify its officers and directors and other persons for certain acts.

The Company's Restated Certificate of Incorporation includes the following provisions:

"A director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Company or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Company shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended. Any repeal or modification of this Article by the stockholders of the Company shall not adversely affect any right or protection of a director of the Company existing at the time of such repeal or modification."

"The Company shall indemnify any and all persons whom it has the power to indemnify pursuant to the General Corporation Law of Delaware against any and all expenses, judgments, fines, amounts paid in settlement, and any other liabilities to the fullest extent permitted by such law and may at the discretion of the Board of Directors, purchase and maintain insurance, at its expense, to protect itself and such persons against any expense, judgment, fine, amount paid in settlement or other liability, whether or not the Company would have the power to so indemnify such person under the General Corporation Law of Delaware."

The Company believes that these provisions are necessary to attract and retain qualified persons as directors and officers. These provisions do not eliminate liability for breach of the director's duty of loyalty to the Company or its stockholders, for acts or omissions not in good faith or involving intentional misconduct or knowing violations of law, for any transaction from which the director derived

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an improper personal benefit or for any willful or negligent payment of any unlawful dividend or any unlawful stock purchase agreement or redemption.

Pursuant to Section 145 of the Delaware General Corporation Law, a corporation generally has the power to indemnify its present and former directors, officers, employees and agents against expenses incurred by them in connection with any suit to which they are, or are threatened to be made, a party by reason of their serving in such positions so long as they acted in good faith and in a manner they reasonably believed to be in, or not opposed to, the best interests of a corporation, and with respect to any criminal action, they had no reasonable cause to believe their conduct was unlawful.

Section 145 of the Delaware General Corporation Law authorizes a court to award, or a corporation's board of directors to grant, indemnification to directors and officers in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities (including reimbursement for expenses incurred) arising under the Securities Act.

Article III of the Company's Bylaws provides that the Company, by action of the Board of Directors, may, to the fullest extent permitted by the General Corporation Law of Delaware, indemnify any and all persons who it shall have power to indemnify against any and all of the expenses, liabilities or other matters.

The Company has purchased and maintains an insurance policy covering the officers and directors of the Company with respect to certain liabilities arising under the Securities Act or otherwise.

#### Item 16. Exhibits

##### (a) Exhibits.

Exhibit Number	Description of Document
-------------------	-------------------------

- |     |   |
|-----|---|
| 4.1 | Form of Common Stock and Warrant Purchase Agreement (1) |
| 4.2 | Form of Warrant to Purchase Common Stock (1)            |
| 4.3 | Form of Registration Rights Agreement (1)               |
| 5.1 | Opinion of Tonkon Torp LLP (2)                          |

- 10.1 Executive Separation and Employment Agreement
- 23.1 Consent of Deloitte & Touche LLP
- 23.3 Consent of Tonkon Torp LLP. See Exhibit 5.1. (2)
- 24.1 Power of Attorney (included on signature page)

(1) Incorporated herein by reference to the Company's Current Report on Form 8-K filed March 23, 2000

(2) To be filed by amendment

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Item 17. Undertakings

The undersigned Company hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.
- (2) That, for the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) That, for purposes of determining any liability under the Securities Act, each filing of the Company's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of London, England, on July 5, 2000

OXIS INTERNATIONAL, INC.

By: /s/ Paul C. Sharpe  
 -----  
 Paul C. Sharpe  
 Chief Executive Officer  
 (Principal Executive Officer)

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Ray R. Rogers and Jon S. Pitcher, or either of them, as his true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for him and in his name, place, and stead, in any and full capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

<TABLE>  
 <CAPTION>

Signature	Title	Date
-----	-----	----

<S> <C> <C>  
/s/ Ray R. Rogers Director July 5, 2000

-----  
Ray R. Rogers

/s/ Paul C. Sharpe Director, Chief Executive Officer July 5, 2000  
-----  
(Principal Executive Officer)

Paul C. Sharpe

/s/ Jon S. Pitcher Chief Financial Officer July 5, 2000  
-----  
and Secretary  
Jon S. Pitcher (Principal Financial and Accounting  
Officer)

/s/ Timothy G. Biro Director July 5, 2000  
-----

Timothy G. Biro

/s/ Richard A. Davis Director July 5, 2000  
-----

Richard A. Davis

</TABLE>

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Director July 5, 2000  
-----

Brenda D. Gavin

Director July 5, 2000  
-----

Stuart Lang

/s/ Timothy C. Rodell Director July 5, 2000  
-----

Timothy C. Rodell

Director July 5, 2000  
-----

A.R. Sitaraman

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#### INDEX TO EXHIBITS

Exhibit Number	Description	Sequential Page No.
4.1	Form of Common Stock and Warrant Purchase Agreement	(1)
4.2	Form of Warrant to Purchase Common Stock	(1)
4.3	Form of Registration Rights Agreement	(1)
5.1	Opinion of Tonkon Torp LLP	(2)
10.1	Executive Separation and Employment Agreement	
23.1	Consent of Deloitte & Touche LLP	
23.3	Consent of Tonkon Torp LLP. See Exhibit 5.1	(2)
24.1	Power of Attorney (included on signature page)	

---

(1) Incorporated herein by reference to the Company's Current Report on Form 8-K filed March 23, 2000

(2) To be filed by amendment

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Exhibit 10.1

Executive Separation and Employment Agreement

This Executive Separation and Employment Agreement ("Agreement"), is entered into as of April 3, 2000, by and between OXIS International, Inc., its affiliated, related, parent or subsidiary corporations (the "Company") located at 6040 N. Cutter Circle, Suite 317, Portland, OR 97217-3935, and Ray R. Rogers ("Executive") residing in Portland, OR (collectively, the "parties").

RECITALS

A. Executive is no longer serving as the Company's Chief Executive Officer, and Executive desires to resign and the Company desires Executive to resign as the Chairman of its Board of Directors.

B. Following his resignation, Executive desires to and the Company desires that Executive remain a Member of its Board of Directors and be employed as its Special Advisor for the Period of Employment (as defined below), upon the following terms and conditions.

AGREEMENT

ACCORDINGLY, the parties hereto agree as follows:

1. Resignation of Employment. Executive acknowledges that he is no longer serving as Company's Chief Executive Officer, and that he will submit and the Company will accept his resignation as Chairman of the Board of Directors no later than June 30, 2000 ("Termination Date"). Executive, however, remains a member of the Company's Board of Directors. In exchange for the consideration in this Agreement, Executive and Company agree to execute a release agreement with terms modeled on the General Release of Claims I, attached hereto as Exhibit A and agreed to by the parties ("Release I"), on or about the Termination Date.
2. Employment as Special Advisor
  - (a) Initial Term. Effective upon the Termination Date, the Company shall hire Executive to render services to the Company in the position and with the duties and responsibilities described in Section 3 for twelve (12) months (the "Period of Employment"), unless the Period of Employment is terminated sooner in accordance with Section 8 below.
  - (b) Renewal. This Agreement will be automatically renewed once for an additional one (1) year period (without any action taken by either party), unless either party gives the other written notice of termination at least sixty (60) days before the last day of the Period of Employment.
  - (c) Non-Renewal. If either party gives notice of termination in accordance with Section 2.b, and Executive signs a release agreement with terms modeled on the General Release of Claims II, attached hereto as Exhibit B, Executive shall receive a continuation of his then-current salary for six (6) months after the Period of Employment; in accordance with and subject to Executive's applicable Stock Option Agreements with the Company, Executive's unvested Options (as defined in Section 4 below) shall immediately vest eighteen (18) months after the effective date of this Agreement and Executive shall be able to exercise his vested Options at anytime subsequent to the period of employment until a date one year after the eighteen (18) month anniversary of the effective date of this Agreement otherwise in accordance with and subject to Executive's applicable stock option grants; and, to the extent practicable and legally permissible, the Company will immediately transfer to Executive his disability and life insurance policies (collectively, "Non-Renewal Benefits").
3. Position, Duties, Responsibilities
  - (a) Position. During the Period of Employment, Executive will remain a Member of the Company's Board of Directors (subject to his willingness to serve in that capacity, and subject to his being re-elected at the



Company's annual meeting of stockholders) and the Company will employ Executive in the position of Special Advisor. Executive shall perform all duties appropriate to those positions, as well as such other responsibilities as may reasonably be assigned by the Company including, but not limited to leading the divestiture of OXIS Health Products and other non-related technology ("Divestiture") (collectively, "Services"). Executive shall report to the Board of Directors of the Company.

(b) Other Activities. During the Period of Employment, Executive will not, except upon the prior written consent of the Company's Board of Directors, which consent shall not be unreasonably withheld: (i) accept any other full-time employment, or (ii) directly engage in any other business activity (whether or not pursued for pecuniary advantage) in the field of ethical pharmaceuticals that is or may be in direct competition with the business of the Company.

4. Compensation. In exchange for Services and the other consideration he provides under this Agreement, Executive shall be entitled to an annual base salary of two hundred and forty thousand dollars (\$240,000.00) payable in accordance with the Company's regular payroll practices. In addition, the Board of Directors has awarded Executive options to purchase shares of the Company's Common Stock under, in accordance with, and subject to Executive's applicable Stock Option Agreements (certain of the options under the 2000 Stock Option Agreement are subject to shareholder approval) with the Company (collectively, "Options"). Executive will not be entitled to any cash or other bonus for 1999. In addition, Executive's entitlement to shares under the 2000 Stock Option Agreement may be accelerated in accordance with the terms thereof, as set forth in the Board of Directors consent document dated January 31, 2000. Executive also will be eligible to participate in the Company's benefit plans for health insurance, personal life insurance, personal disability insurance as stated in the Company's employment policies (and as may be amended from time to time in the Company's sole discretion), provided that Executive shall receive such benefits at the same level provided from time to time to other senior Executives of Company.

#### 5. Proprietary Information

(a) Company Information. Executive agrees during his employment with the Company and for a period of three years thereafter, to hold in strictest confidence, and not to use or disclose to any person, firm or corporation any Proprietary Information of the Company. "Proprietary Information" means any Company proprietary or confidential information, technical data, trade secrets or know-how. This includes, but is not limited to, research, product plans, products, services, customer lists, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other Company business information. This information shall remain confidential whether it was disclosed to Executive either directly or indirectly in writing, orally or by drawings or observation. Proprietary Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of Executive or others who were under confidentiality obligations as to the items involved.

(b) Former Employer Information. Executive agrees that he will not, during his employment with the Company, improperly use or improperly disclose any proprietary information or trade secrets, or bring onto the premises of the Company any proprietary information belonging to any former or concurrent employer or other person or entity.

(c) Third Party Information. Executive recognizes that the Company has received and in the future will receive confidential or proprietary information from third parties. Executive agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person firm or corporation or to use it except as necessary in carrying out his work for the Company consistent with the Company's agreement with such third party.

(d) No Conflict. Executive represents and warrants that Executive's execution of this Agreement, his employment with the Company, and the

performance of his proposed duties under this Agreement shall not violate any obligations he may

have to any former employer (or other person or entity), including any obligations with respect to proprietary or confidential information of any other person or entity.

## 6. Inventions

- (a) **Inventions Retained and Licensed.** Executive has attached, as Exhibit C, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by Executive prior to Executive's employment with the Company ("Prior Inventions"), which belong to Executive, and which relate to the Company's actual and/or proposed business, products or research and development. If, in the course of his employment with the Company, Executive incorporates into a Company product, process or machine a Prior Invention owned by Executive or in which Executive has an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.
- (b) **Assignment of Inventions.** Except as provided in Section 6.e below, Executive agrees that he will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all Executive's right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under copyright or similar laws, which Executive may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice ("Inventions"), while Executive is employed by the Company within the course and scope of employment. Executive further acknowledges that all original works of authorship which are made by Executive (solely or jointly with others) within the course and scope of and during his employment with the Company and which are protectible by copyright are "works made for hire", as that term is defined in the United States Copyright Act. Executive understands and agrees that the decision whether or not to commercialize or market any invention developed by Executive solely or jointly with others is within the Company's sole discretion and for the Company's sole benefit and that no royalty will be due to Executive as a result of the Company's efforts to commercialize or market any such invention.
- (c) **Maintenance of Records.** Executive agrees to keep and maintain adequate and current written records of all Inventions made by Executive (solely or jointly with others) during Executive's employment with the Company and subject to license or assignment under Section 6.a or 6.b. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.
- (d) **Patent and Copyright Registrations.** Executive agrees to assist the Company, or its designee, at the Company's expense, in every proper way, to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries.

Executive will disclose to the Company all pertinent information and data which is necessary for the execution of all applications, specifications, oaths, assignments and all other instruments necessary to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights, or other intellectual property rights relating thereto. Executive further agrees that Executive's obligation to execute or cause to be executed, when it is in Executive's power to do so, any such instrument or papers shall continue after the termination of this Agreement for a reasonable duration. If the Company is unable, because of Executive's mental or

physical incapacity or for any other reason, to secure Executive's signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the company as above, then Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Executive's agent and attorney in fact, to act for and in Executive's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letterspatent or copyright registrations thereon with the same legal force and effect as if executed by Executive.

- (e) Exception to Assignments. The provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any invention which qualifies for protection or different treatment of ownership under the provisions of any applicable state law. Executive will advise the Company promptly in writing of any inventions that Executive believes meet the criteria of any applicable state law which affects ownership of Inventions.

## 7. Post-Termination Activity

a. Executive acknowledges that the pursuit of the activities forbidden by this subsection would necessarily involve the use or disclosure of Proprietary Information in breach of this Agreement, but that proof of such a breach would be extremely difficult. To forestall this use or disclosure, Executive agrees that, during the Severance Period (if any) or for a period of one year after the Period of Employment, whichever is longer, Executive shall not, without the prior written consent of the Company (i) divert or attempt to divert from the Company any business of any kind in which the Company is then engaged; (ii) employ, solicit for employment, or recommend for employment any person employed by the Company (except where providing such job related references as are common in the industry); or (iii) except as otherwise addressed in this Agreement, accept employment with another company directly involved in developing the technology in development for the Company at the time of Executive's termination in any state in which the Company conducts its business. Notwithstanding anything herein, however, Executive may (i) alone or in conjunction with others seek to acquire ownership rights in the Company or a subsidiary and (ii) offer employment to Humberto Reyes and/or Christine Evans.

b. In addition, because Executive acknowledges the difficulty of establishing when any intellectual property, invention, or proprietary information was first conceived or developed by Executive, or whether it resulted from access to Proprietary Information or Company equipment, supplies, facilities, or data, Executive agrees that any intellectual property, invention, or proprietary information related to the development of ethical pharmaceuticals shall be rebuttably presumed to be an Invention, if reduced to practice by Executive or with the aid of

Executive within one (1) year after termination of the Period of Employment. Executive may rebut such presumption by producing evidence which establishes to a preponderance that such intellectual property, invention, or proprietary information was first conceived or developed by Executive after the termination of the Period of Employment, or did not otherwise result from access to Proprietary Information or Company equipment, supplies, facilities, or data.

## 8. Termination of Employment

- (a) Termination by Company not for Cause. At any time, the Company may terminate the Period of Employment for any reason other than for Cause (as defined below) by providing Executive fourteen (14) days' advance written notice. The Company shall pay to Executive all compensation due and owing through the last day actually worked and Executive shall be entitled to Severance in accordance with Section 9 below, subject to the conditions therein. In the event Company terminates the Period of Employment not for Cause, Executive shall be released from the obligations of Section 7.a (iii) above. In addition, the Company may decline to allow the renewal of the Agreement in accordance with Section 2.b. above, regardless of the existence of Cause, but in such case shall be obligated to provide only the benefits set forth in Section 2.c above.

- (b) Termination by Company for Cause. At any time, and without prior

notice, the Company may terminate the Period of Employment for Cause (as defined below). The Company shall pay Executive all compensation then due and owing through the last day actually worked. Executive will not be entitled to Severance. "Cause" shall mean Executive's: (i) Commission of a felony involving moral turpitude; (ii) Repeated failure to perform services in accordance with the reasonable requests of Company's Board within the course and scope of Executive's duties; (iii) Commission of a material fraud, misappropriation, embezzlement or other act of gross dishonesty which resulted in material loss, damage or injury to the Company; or (iv) Death. Notwithstanding anything herein, however, if the Period of Employment is terminated by reason of the death of Executive, all unvested Options shall immediately vest and shall be exercisable by Executive's estate or heirs for two years thereafter, otherwise in accordance with the terms of his applicable Stock Option Grants with the Company.

(c) By Executive Not for Good Reason. At any time, Executive may terminate the Period of Employment for any reason other than Good Reason (as defined below) by providing the Company fourteen (14) days' advance written notice. The Company shall have the option, in its complete discretion, to make termination of the Period of Employment effective at any time prior to the end of such notice period, provided the Company pays Executive all compensation due and owing through the last day actually worked. Thereafter, all of the Company's obligations under this Agreement shall immediately and forever cease, except for those required by law, except for those which expressly survive termination of this Agreement, and except that notwithstanding any vesting or termination provisions contained in Executive's applicable Stock Option Grants with the Company Executive's unvested Options shall immediately vest upon such termination and Executive shall be able to exercise his vested Options for one year thereafter, in accordance with the terms of his applicable Stock Option Agreements. Executive, however, will not be entitled to Severance.

(d) By Executive for Good Reason. At any time, and without prior notice, Executive may terminate the Period of Employment for Good Reason (as defined below). The Company shall pay Executive all compensation due and owing through the last day actually worked, and Executive shall be entitled to Severance in accordance with Section 9 below, subject to the conditions therein. Thereafter, all obligations of the Company and Executive under this Agreement shall terminate, except for those which expressly survive termination of this Agreement. Neither the Company's giving of notice of termination in accordance with Section 2.b nor its termination of the Period of Employment for Cause shall constitute "Good Reason" for Executive to terminate the Period of Employment. "Good Reason" only shall exist if the Company undertakes any of the following without Executive's prior consent: (i) The assignment to Executive of any duties or responsibilities which result in any material diminution or material adverse change of Executive's position, status or circumstances of employment; a change in Executive's titles or offices that results in any material diminution or material adverse change of Executive's position, status or circumstances of employment; or any removal of Executive from or any failure to re-elect Executive to any of such positions, except in connection with the termination of his employment for Cause, retirement, or any other voluntary termination of employment by Executive other than a termination of employment by Executive for Good Reason; (ii) A reduction by the Company in Executive's base salary by greater than ten (10) percent; (iii) Any failure by the Company to continue in effect any benefit plan or arrangement, including incentive plans or plans to receive securities of the Company, in which Executive is participating as of the date hereof (hereinafter referred to as "Benefit Plans"), or the taking of any action by the Company which would materially adversely affect Executive's participation in or reduce Executive's benefits under the Benefit Plans or deprive Executive of any fringe benefit enjoyed by Executive as in effect on the date hereof; provided, however, that no termination of employment by Executive for Good Reason shall be deemed to occur based upon this subsection 8.d (iii) if the Company offers a range of benefit plans and programs which, taken as a whole, are comparable to the Benefit Plans offered Executive before the action; (iv) A relocation of the Executive, or the Company's principal offices if Executive's principal office is at such offices, to a location more than fifty (50) miles from the location at which Executive was performing his duties as of the date hereof, except for required travel by Executive on the Company's business to an extent substantially consistent

with Executive's business travel obligations as of the date hereof; (v) Any material breach by the Company of any provision of this Agreement; (vi) Any failure by the Company to obtain the assumption of this Agreement by any successor or assign of the Company; (vii) Any directive to Executive to perform any act which would expose him to personal legal liability or which, viewed objectively, is likely to constitute an unethical act; or (viii) Any conduct directed to Executive by Company or any condition under which Executive works which constitutes constructive discharge under the principles of the governing law.

## 9. Severance

(a) In the event that the Period of Employment is terminated in accordance with Sections 8.a or 8.d hereof and Executive executes a waiver agreement with terms modeled on the General Waiver of Claims, attached hereto as Exhibit D (the

"Waiver"), (i) the Company shall continue Executive's then current base salary (so long as the then current base salary is no less than the compensation set out in Section 4 of this Agreement) and COBRA premiums in accordance with the Company's normal payroll procedures for a period of twelve (12) months (the "Severance Period"); (ii) to the extent practicable and legally permissible, the Company will transfer Executive's disability and life insurance policies to Executive upon termination; and (iii) notwithstanding any vesting or termination provisions contained in Executive's applicable Stock Option Grants with the Company Executive's unvested Options shall immediately vest and Executive shall have two years from the date of Executive's termination of employment to exercise his vested options in accordance with the terms of the applicable Stock Option Agreements with the Company (collectively, "Severance"). In the event the then current base salary is less than the compensation set out in Section 4 of the Agreement, Executive shall be entitled to severance calculated on the basis of the compensation set out in Section 4 of this Agreement.

(b) Notwithstanding any other provision of this Agreement, Release I or II, or the Waiver, at any time should Executive engage in or pursue any of the activities described in Section 7 (except where advance consent has been granted, or except where released from Section 7.a (iii) by virtue of a Termination by Company not for Cause or by virtue of a Termination by Executive for Good Reason) or should Executive not fulfill his obligations in Section 10 below, the Company's obligation to pay and Executive's entitlement to any Severance or Non-Renewal Benefits shall immediately and forever cease.

## 10. Termination Obligations.

Executive agrees that his obligations under Sections 5 and 6 of this Agreement survive the expiration of this Agreement.

## 11. Alternative Dispute Resolution

(a) The Company and Executive mutually agree that any controversy or claim arising out of or relating to this Agreement or the breach thereof, or any other dispute between the parties, shall be submitted to mediation before a mutually agreeable mediator, which cost is to be borne equally by the parties hereto. In the event the parties are unable to agree upon a mediator, the mediator shall be Douglass Hamilton or such person as Hamilton Mediation Inc. designates. In the event mediation is unsuccessful in resolving the claim or controversy, such claim or controversy shall be resolved by arbitration as described below. The claims covered by this Agreement ("Arbitrable Claims") include, but are not limited to, claims for wages or other compensation due; claims for breach of any contract (including this Agreement) or covenant (express or implied); tort claims; claims for discrimination (including, but not limited to, race, sex, religion, national origin, age, marital status, medical condition, or disability); claims for benefits (except where an Executive benefit or pension plan specifies that its claims procedure shall culminate in an arbitration procedure different from this one), and claims for violation of any federal, state, or other law, statute, regulation, or ordinance, except claims excluded in the following paragraph. The parties hereto hereby waive

any rights they may have to trial by jury in regard to Arbitrable Claims.

- (b) Claims Executive may have for workers' compensation or unemployment compensation benefits are not covered by this Agreement. Also not covered is either party's right to obtain provisional remedies or interim relief from a court of competent jurisdiction for any claim or controversy arising out of or related to the unauthorized use, disclosure, or misappropriation of the confidential and/or proprietary information of either party. Notwithstanding anything in this Agreement to the contrary, however, should either party initiate litigation in any court as authorized by this section, the other party may assert any claims he or it may have as counterclaims or separate claims in such court and shall not be obligated to resolve them by mediation and/or arbitration.
- (c) Except as provided in section 11.b, mediation and arbitration under this Agreement shall be the exclusive remedy for all Arbitrable Claims. The Company and Executive agree that arbitration shall be held in or near Multnomah County, Oregon or such location as the parties mutually agree upon, and shall be in accordance with the then current Employment Dispute Resolution Rules of the American Arbitration Association, before an arbitrator licensed to practice law in the State of Oregon or such other forum as the parties have agreed upon. The arbitrator shall have authority to award or grant legal, equitable, and declaratory relief. Such arbitration shall be final and binding on the parties. The Federal Arbitration Act shall govern the interpretation and enforcement of this section pertaining to Alternative Dispute Resolution. The parties shall use their best efforts to agree upon an Arbitrator. If the parties are unable to agree upon an Arbitrator within 14 days of either party requesting arbitration of a dispute, the Arbitrator shall be designated by Douglass Hamilton or Hamilton Mediation Inc.
- (d) This Agreement to mediate and arbitrate survives termination of the Period of Employment.

## 12. Miscellaneous

- (a) Legal Fees. If any action at law or in equity, or arbitration, is necessary to enforce or interpret the terms of this Agreement, to the extent permitted by law, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which the prevailing party may be entitled.
- (b) Entire Agreement. This Agreement (inclusive of exhibits and attachments and incorporated documents) represents the entire agreement and understanding between the parties regarding its subject matter, and supersedes and replaces any and all prior agreements and understandings regarding its subject matter.
- (c) Amendments, Waivers. This Agreement may only be modified by a subsequent written agreement executed by the Chief Executive Officer of the Company (after approval of the Company's Board of Directors) and Executive. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.
- (d) Assignment; Successors and Assigns. This Agreement shall not be assignable by either party without the express written consent of the other.
- (e) Notices. All notices required or given herewith shall be addresses designated above by registered mail, special delivery, or by certified courier service. Executive shall notify Company in writing of any change of address. Notice of change of address shall be effective only when done in accordance with this Section.
- (f) Severability; Governing Law. If any provision of this Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced (by blue-penciling or otherwise) to the greatest extent permitted by law, and

the remainder of this Agreement and such provision as applied to other persons, places, or circumstances shall remain in full force and effect. This Agreement will be governed by the laws of the State of Oregon.

(g) Acknowledgment. Company and Executive acknowledge that they have been afforded every opportunity to and have read this Agreement, are fully aware of its contents and legal effect, and have chosen to enter into this Agreement freely, without coercion, and based upon their own judgment.

The parties have duly executed this Agreement as of the date first written above.

EXECUTIVE

/s/ Ray R. Rogers

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Ray R. Rogers

COMPANY

OXIS International, Inc.

By: /s/ Stuart S. Lang

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Name: Stuart S. Lang

Title: Chairman, Audit & Compensation

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Committee

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EXHIBIT 23.1

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of OXIS International, Inc. and subsidiaries on Form S-3, as amended, of our report dated March 7, 2000 (which expresses an unqualified opinion and includes an explanatory paragraph relating to the Company's ability to continue as a going concern) appearing in the Annual Report on Form 10-K of OXIS International, Inc. for the year ended December 31, 1999, and to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

/s/ DELOITTE & TOUCHE LLP  
DELOITTE & TOUCHE LLP  
Portland, Oregon  
July 6, 2000