

BELLICUM PHARMACEUTICALS, INC
Form 8-K
June 15, 2015

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934
June 10, 2015
Date of Report (Date of earliest event reported)

Bellicum Pharmaceuticals, Inc.
(Exact name of registrant as specified in its charter)

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| Delaware (State or other jurisdiction of incorporation) | 001-36783 (Commission File Number) | 20-1450200 (IRS Employer Identification No.) |
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2130 W. Holcombe Blvd., Ste. 800
Houston, TX
(Address of principal executive offices)

77030
(Zip Code)

Registrant's telephone number, including area code: (832) 384-1100

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions:

- .. Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - .. Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - .. Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - .. Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement

License Agreement

On June 10, 2015, Bellicum Pharmaceuticals, Inc. (the “Company”) and BioVec Pharma, Inc. (“BioVec”) entered into a license agreement (the “Agreement”) pursuant to which BioVec agreed to supply the Company with certain proprietary cell lines and granted to the Company a non-exclusive, worldwide license to certain of its patent rights and related know-how related to such proprietary cell lines.

As consideration for the products supplied and rights granted to the Company under the Agreement, the Company agreed to pay to BioVec an upfront fee of \$100,000 within ten business days of the effective date of the Agreement and a fee of \$300,000 within ten business days of its receipt of the first release of GMP lot of the products licensed under the Agreement. In addition, the Company agreed to pay to BioVec an annual fee of \$150,000, commencing 30 days following the first IND filing, or foreign equivalent, for a product covered by the license; with such annual fees being creditable against any royalties payable by the Company to BioVec under the Agreement. The Company also is required to make a \$250,000 milestone payment to BioVec for each of the first three licensed products to enter into a clinical phase trial and one-time milestone payments of \$2,000,000 upon receipt of a registration granted by the Federal Drug Administration or European Medicines Agency on each of the Company’s first three licensed products. The Agreement additionally provides that the Company will pay to BioVec a royalty in the low single digits on net sales of products covered by the Agreement. The Company may also grant sublicenses under the licensed patent rights and know-how to third parties for limited purposes related to the use, sale and other exploitation of the products licensed under the Agreement.

The Agreement will continue until terminated. The Agreement may be terminated by the Company, in its sole discretion, at any time upon 90 days written notice to BioVec. Either party may terminate the Agreement in the event of a breach by the other party of any material provision of the Agreement that remains uncured on the date that is 60 days after written notice of such failure or upon certain insolvency events that remain uncured following the date that is 30 days after the date of written notice to a party regarding such insolvency event.

SIGNATURES

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

Bellicum Pharmaceuticals, Inc.

Dated: June 15, 2015

By: /s/ Ken Moseley
Senior Vice President and General Counsel