

# GENOCEA BIOSCIENCES, INC.

## **FORM 8-K** (Current report filing)

Filed 06/15/17 for the Period Ending 06/13/17

Address	100 ACORN PARK DRIVE CAMBRIDGE, MA 02140
Telephone	617-876-8191
CIK	0001457612
Symbol	GNCA
SIC Code	2836 - Biological Products, Except Diagnostic Substances
Industry	Biotechnology & Medical Research
Sector	Healthcare
Fiscal Year	12/31

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K  
CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **June 13, 2017**

**GENOCEA BIOSCIENCES, INC.**

(Exact name of registrant as specified in its charter)

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

**001-36289**  
(Commission File Number)

**51-0596811**  
(IRS Employer  
Identification No.)

**Cambridge Discovery Park  
100 Acorn Park Drive, 5th Floor  
Cambridge, MA**  
(Address of principal executive offices)

**02140**  
(Zip Code)

(Registrant's telephone number, including area code): **(617) 876-8191**

**Not Applicable**  
(Former name or former address, if changed since last report)

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging Growth Company

If an emerging growth company, indicate by a check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

---

---

**Item 1.01. Entry into a Material Definitive Agreement.**

On June 13, 2017, Genocea Biosciences, Inc. (the “Company”) entered into the sixth amendment (the “Sixth Amendment”) to the Consulting Agreement by and between George Siber (the “Consultant”) and the Company, dated as of May 16, 2007 and as previously amended on June 30, 2009, December 16, 2010, June 15, 2011, June 5, 2013 and June 15, 2015 (the “Consulting Agreement”). Pursuant to the Consulting Agreement, the Consultant, a director on the Company’s Board of Directors, provides certain services to the Company as defined and described in the Consulting Agreement (the “Services”). The Sixth Amendment modifies the term of the Consulting Agreement and the compensation to be paid to the Consultant in exchange for the Services. Pursuant to the Sixth Amendment, the Consulting Agreement is extended to June 17, 2019 and the monthly fee paid by the Company to the Consultant is increased from \$5,208 to \$9,833 per month.

The Company may terminate the Consulting Agreement at any time without notice if the Consultant refuses or is unable to perform the Services or is in breach of any material provision of the Consulting Agreement. The Consulting Agreement may also be terminated by either party upon fourteen days’ prior written notice.

The foregoing descriptions of the principal terms of the Consulting Agreement and the Sixth Amendment are general descriptions only, do not purport to be complete, and are qualified in their entirety by reference to the terms of the Consulting Agreement, which is filed as an exhibit to the Company’s Registration Statement on Form S-1, filed on December 23, 2013 and of the Sixth Amendment, which is attached as Exhibit 10.1, to this Current Report on Form 8-K and incorporated herein by reference.

**Item 5.07. Submission of Matters to a Vote of Security Holders**

On June 13, 2017, the Company held its previously announced Annual Meeting of Stockholders (the “Meeting”), at which a quorum was present. At the Meeting, the stockholders of the Company voted on the two proposals as follows: (i) to elect Mr. William Clark, Mr. Ronald Cooper, and Dr. George Siber as Class III members of the board of directors to serve until the Company’s 2020 annual meeting of stockholders and until their successors are duly elected and qualified (“Proposal 1”) and (ii) to ratify the selection of Ernst & Young LLP as the Company’s independent registered public accounting firm for the fiscal year ending December 31, 2017 (“Proposal 2”).

The Company’s stockholders approved Proposal 1. The votes cast at the Meeting were as follows:

	<u>Votes For</u>	<u>Votes Withheld</u>	<u>Broker Non-Votes</u>
William Clark	18,621,362	60,580	5,736,425
Ronald Cooper	18,611,456	70,486	5,736,425
George Siber	13,046,263	5,635,679	5,736,425

The Company stockholders approved Proposal 2. The votes cast at the Meeting were as follows: 24,327,917 shares voted for, 49,828 shares voted against and 40,622 shares abstained from voting. There were no broker non-votes with respect to Proposal 2.

**Item 9.01. Financial Statements and Exhibits.**

See Exhibit Index attached hereto.

**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.

**GENOCEA BIOSCIENCES, INC.**

By: /s/ JONATHAN POOLE

Jonathan Poole  
Chief Financial Officer

Date: June 15, 2017

## EXHIBIT INDEX

Exhibit No.	Description
10.1	Sixth Amendment to Consulting Agreement between Genoccea Biosciences, Inc. and George Siber, dated May 16, 2007, as amended on June 13, 2017

## GENOCEA BIOSCIENCES, INC.

## SIXTH AMENDMENT TO CONSULTING AGREEMENT

This Sixth Amendment to Consulting Agreement (the “ *Amendment* ”) is made as of the 13<sup>th</sup> day of June, 2017 (the “ *Amendment Date* ”) by and between Genoce Biosciences, Inc., a Delaware corporation (the “ *Company* ”) and George Siber (the “ *Consultant* ”). Capitalized terms used herein but not otherwise defined shall have the meanings given to such terms in the Consulting Agreement (as defined below).

**WHEREAS** , the Company and the Consultant are parties to that certain Consulting Agreement, dated as of May 16, 2007, as amended on June 30, 2009, December 16, 2010, June 15, 2011, June 5, 2013 and June 15, 2015 (the “ *Consulting Agreement* ”);

**WHEREAS** , the term of the Consulting Agreement currently expires on June 17, 2017;

**WHEREAS** , the Consulting Agreement may be amended by written agreement signed by the Company and the Consultant;  
and

**WHEREAS** , the Company and the Consultant desire to amend the Consulting Agreement as set forth herein.

**NOW, THEREFORE** , in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned agree to amend the Consulting Agreement as follows:

1. **Term** . As of the Amendment Date, the term of the Consulting Agreement is extended until June 17, 2019.

2. **Compensation** . As of the Amendment Date, Section 2(A) of Exhibit A shall be amended and replaced in its entirety as follows:

“(A) Throughout the term of this Agreement the Company will pay Consultant a fee of \$9,833 per month in consideration for rendering the Services. All such payments will be made monthly within ten days after the close of the calendar month.”

3. **Miscellaneous.**

(a) **Continuation of Agreement** . Except as amended hereby, the Consulting Agreement shall remain in full force and effect.

(b) **Entire Agreement** . The Consulting Agreement, as amended hereby, constitutes the entire agreement between Consultant and the Company with regard to the subject matter hereof. The Consulting Agreement, as amended hereby, is the complete, final, and exclusive embodiment of their agreement with regard to the subject matter thereof and supersedes any prior oral discussions or written communications and agreements.

(c) **Severability** . Whenever possible, each provision of the Consulting Agreement, as amended hereby, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Consulting Agreement, as amended hereby, is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction,

such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but the Consulting Agreement, as amended hereby, and will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained in the Consulting Agreement or this Amendment.

(d) Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflicts of law principles thereof.

(e) Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment may also be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

**IN WITNESS WHEREOF** , the parties have executed this Sixth Amendment to Consulting Agreement as of the date first written above.

**COMPANY**

/s/ William Clark

\_\_\_\_\_  
Name: William Clark

Title: President and Chief Executive Officer

**CONSULTANT**

/s/ George Siber

\_\_\_\_\_  
Name: George Siber