

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

July 7, 2017 (July 3, 2017)  
Date of Report (Date of earliest event reported)

**PHARMACYTE BIOTECH, INC.**  
(Exact Name of Registrant as Specified in its Charter)

Nevada  
(State or other jurisdiction of incorporation)

333-68008  
(Commission File Number)

62-1772151  
(I.R.S. Employer Identification No.)

**23046 Avenida de la Carlota, Suite 600**  
**Laguna Hills, CA**  
(Address of Principal Executive Offices)

**92653**  
(Zip Code)

Registrant's telephone number, including area code: **(917) 595-2850**

N/A  
(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
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).  
Emerging growth company

If an emerging growth company, indicate by 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.

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

On July 3, 2017, the Board of Directors (“Board”) of PharmaCyte Biotech, Inc., a Nevada corporation (“Company”), appointed Michael M. Abecassis, M.D. (“Dr. Abecassis”) to the Board to fill a vacancy created by the departure of certain members of the Board in October 2014.

In connection with the appointment of Dr. Abecassis to the Board, the Company entered into a letter agreement (“Director Agreement”) with Dr. Abecassis pursuant to which the Company agreed to pay Dr. Abecassis \$12,500 in cash for each calendar quarter of service on the Board and agreed to issue him annually: (i) 500,000 fully-paid, non-assessable shares of the Company’s restricted common stock (“Shares”); and (ii) a five-year option to purchase 500,000 Shares (“Option”) at an exercise price equal to the fair market value of the Company’s Shares on the date of the grant. The Shares and the Option were fully vested on the date of the grants. The Board approved the initial issuances of the Shares and the Option on July 3, 2017, and the Option has an exercise price of \$0.058 per share.

The foregoing description of the Director Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Director Agreement, a copy of which is filed as Exhibit 10.1 to this Form 8-K and is incorporated by reference herein.

**Item 7.01 Regulation FD Disclosure.**

Attached hereto as Exhibit 99.1 is a copy of the Company’s press release dated July 10, 2017, regarding the appointment of Dr. Abecassis to the Board. The information furnished in this Item 7.01, including Exhibit 99.1, shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section.

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

*(d) Exhibits*

10.1 Letter Agreement between the Company and Dr. Abecassis dated June 29, 2017.

99.1 The Company’s press release dated July 10, 2017 (furnished pursuant to Item 7.01).

**SIGNATURES**

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

Dated: July 10, 2017

**PHARMACYTE BIOTECH, INC.**

By: /s/ Kenneth L. Waggoner  
Kenneth L. Waggoner  
Chief Executive Officer  
President and General Counsel

## EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Description</b>
10.1	Letter Agreement between the Company and Dr. Abecassis dated June 29, 2017.
99.1	The Company's press release dated July 10, 2017 (furnished pursuant to Item 7.01).



**VIA EMAIL ONLY**

June 29, 2017

Michael Abecassis, M.D.  
1975 Keats Court  
Highland Park, IL 60035

**Re: Director Offer Letter**

Dear Mike:

This letter constitutes an agreement ("Agreement") between you and PharmaCyte Biotech ("Company") and contains all the terms and conditions relating to your service to the Company as a member of our Board of Directors ("Board").

1. **Term.** This Agreement will become effective July 3, 2017 ("Effective Date") and continue until your resignation or removal from the Board, or until your successor is duly elected and qualified. Your position will be subject to re-election each year at the annual shareholders' meeting and, upon re-election, the terms and provisions of this Agreement will remain in full force and effect.

2. **Services.**

2.1. **Duties.** You shall render services as a member of the Board in accordance with high professional and ethical standards and in accordance with all applicable laws, rules and regulations pertaining to your performance under this Agreement. You shall use your best efforts to attend all meetings of the Board called from time to time, either in-person or by telephone. You shall serve as member of the Audit Committee of the Board and shall use your best efforts to attend meetings of the Audit Committee as required by its members pursuant to its Charter as may be called from time to time. As an independent director, you may also be required to attend meetings with the other independent directors without the presence of the Company's officers and non-independent directors. The services described in this Section 2.1 are hereinafter referred to as your "Duties."

2.2. **Reporting.** While this Agreement is in effect, you shall immediately advise the Company if: (i) you know, have reason to know or believe that you are no longer independent; and (ii) you serve on an audit committee of any other public company.

3. **Services for Others.** You are free to represent or perform services for other persons during the term of this Agreement. You represent, however, that you do not presently perform and do not intend to perform, during the term of this Agreement, similar duties or other services for companies whose businesses are or would be in any way competitive with the Company (except for companies previously disclosed by you to the Company in writing). Should you propose to perform similar duties or other services for any such company, you agree to notify the Company in writing in advance (specifying the name of the organization for whom you propose to perform such services) and to provide information to the Company sufficient to allow it to determine if performing such similar duties or other services would conflict with your Duties.

4. **Compensation.**

4.1. **Cash.** The Company will pay you cash compensation of \$12,500 per quarter, payable in advance and pro-rated for periods of less than a quarter. You will be reimbursed for reasonable expenses documented and incurred by you in performing your Duties, including travel expenses for meetings you attend in-person.

**4.2. Equity Grants.** Commencing on the Effective Date and on each anniversary date of the Effective Date, you will be issued annually: (i) 500,000 fully-paid, non-assessable shares of the Company's restricted common stock ("Shares"); and (ii) a five-year option to purchase 500,000 Shares at an exercise price equal to the fair market value of the Company's common stock on the date of the grant ("Option"). The Shares and the Option will be fully vested as of the date of the grant. The Company will issue you a Stock Option Agreement to evidence the Option in the form typically used by the Company.

**4.3. Service on Additional Board Committee.** Should you be named to any additional committee of the Board, the Compensation Committee of the Board will determine any additional compensation, if any, that you will receive for serving on such committee.

**4.4. Taxes.** You are solely responsible for taxes arising out of any compensation paid by the Company to you under this Agreement, and you understand that you will be issued a U.S. Treasury Form 1099 for any compensation paid to you by the Company. The Company will comply with any tax or withholding obligations as required by applicable law related to this Agreement.

**5. D&O Insurance Policy.** During the term of this Agreement, the Company will include you as an insured under its existing director's and officer's insurance policy, with coverage determined annually by the Company and the Board.

**6. No Assignment.** Because of the personal nature of the services to be rendered by you, this Agreement may not be assigned by you.

**7. Confidential Information; Non-Disclosure.** In consideration of your access to the premises of the Company and/or you access to certain confidential information of the Company, you hereby represent and agree as follows:

**7.1. Definition.** For purposes of this Agreement, the term "Confidential Information" means:

**a.** Any information the Company possesses that has been created, discovered, or developed by or for the Company and that has or could have commercial value or utility in the business in which the Company is engaged;

**b.** Any information provided to the Board at or for meetings of the Board and any information relating to proceedings of the Board; or

**c.** Any information that is related to the business of the Company and is generally not known by non-Company personnel.

**7.2. Exclusions.** Notwithstanding the foregoing, the term Confidential Information does not include:

**a.** Any information that becomes generally available to the public other than because of a breach of this Agreement, or any other agreement requiring confidentiality between the Company and you;

**b.** Information received from a third party in rightful possession of such information who is not restricted from disclosing such information; and

**c.** Information known by you prior to receipt of such information from the Company, which prior knowledge can be documented.

**7.3 Documents.** You agree that, without the prior written consent of the Company, you will not remove from the Company's premises any notes, formulas, programs, data, records, machines, or any other documents or items that in any manner contain or constitute Confidential Information, nor will you make reproductions or copies of the same. If you receive any such documents or items by personal delivery from any authorized personnel of the Company, you will be deemed to have received the express written consent of the Company. If you receive any such documents or items, other than through personal delivery as described in the preceding sentence, you agree to inform the Company promptly of your possession of such documents or items. You shall promptly return such documents or items, along with any reproductions or copies, to the Company upon the Company's demand, upon termination of this Agreement or upon your termination or Resignation (as defined in Section 8 below).

**7.4. No Disclosure.** You agree that you will hold in trust and confidence all Confidential Information and will not disclose to others, directly or indirectly, any Confidential Information or anything relating to such information without the prior written consent of the Company, except as maybe necessary in the course of your relationship with the Company. You further agree that you will not use any Confidential Information other than in connection with your service as a member of the Board without the prior written consent of the Company. The provisions of this Section 7.4 shall survive termination of this Agreement.

**8. Termination and Resignation.** Your membership on the Board may be terminated for any or no reason, except as provided in the Company's organizational documents or pursuant to applicable law. You may also terminate your membership on the Board for any or no reason by delivering written notice of your resignation to the Company ("**Resignation**"). Such Resignation shall be effective on the later of the date of its delivery or the date specified in the Resignation. Upon the effective date of the termination or Resignation, your right to compensation under this Agreement will terminate, subject to the Company's obligations to pay you any compensation that you have already earned and to reimburse you for approved expenses already incurred in connection with you performing your Duties as of the effective date of such termination or Resignation.

**9. Not an Employee.** Nothing in this Agreement shall be construed as a contract of employment between you and the Company or as a commitment on the part of the Company to retain you in any capacity, for any period of time or under any specific terms or conditions, or to continue your service to the Company beyond any period.

**10. Governing Law; Consent to Jurisdiction.** All questions with respect to the construction and/or enforcement of this Agreement, and the rights and obligations of the parties hereunder, shall be determined in accordance with the laws of the State of California applicable to agreements made and to be performed entirely in the State of California. The parties to this Agreement hereby consent to the jurisdiction of the courts having jurisdiction over matters arising in California for any proceeding arising out of or relating to this Agreement.

**11. Entire Agreement; Amendment; Waiver; Counterparts.** This Agreement expresses the entire understanding with respect to the subject matter hereof and supersedes and terminates any prior oral or written agreements with respect to the subject matter hereof. Any term of this Agreement may be amended and observance of any term of this Agreement may be waived only with the written consent of the parties hereto. Waiver of any term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or waiver of any other term or condition of this Agreement. The failure of any party at any time to require performance by any other party of any provision of this Agreement shall not affect the right of any such party to require future performance of such provision or any other provision of this Agreement. This Agreement may be executed in separate counterparts each of which will be an original and all of which taken together will constitute one and the same agreement, and may be executed using facsimiles of signatures, and a facsimile of a signature shall be deemed to be the same, and equally enforceable, as an original of such signature.

*[Signature page follows]*

This Agreement has been executed and delivered by the undersigned and is made effective as of the Effective Date.

Sincerely,

**PharmaCyte Biotech, Inc.**

By: /s/ Kenneth L. Waggoner

Name: Kenneth L. Waggoner

Title: Chief Executive Officer

President and General Counsel

**Agreed and Accepted:**

/s/ Michael Abecassis

Name: Michael Abecassis, M.D.



**PharmaCyte Biotech Appoints Dr. Michael M. Abecassis to Board of Directors**

LAGUNA HILLS, CA, July 10, 2017 (GLOBE NEWSWIRE) -- PharmaCyte Biotech, Inc. (OTCQB: PMCB), a clinical stage biotechnology company focused on developing targeted therapies for cancer and diabetes using its signature live-cell encapsulation technology, Cell-in-a-Box<sup>®</sup>, today announced the appointment of Dr. Michael M. Abecassis to its Board of Directors.

Dr. Abecassis is a renowned transplantation surgeon at the Northwestern University Feinberg School of Medicine who has demonstrated outstanding leadership qualities in academia, in the clinic and throughout his career in medicine – a career that spans over 30 years. Dr. Abecassis is the Director of the Comprehensive Transplant Center of the Feinberg School of Medicine. He is also the Chief of Transplant Surgery in the Department of Surgery at Feinberg and a *James Roscoe Miller Distinguished Professor of Medicine* at Feinberg.

PharmaCyte's Chief Executive Officer, Kenneth L. Waggoner, stated, "We are excited about and honored to have Dr. Abecassis join our Board of Directors. He is a world-renowned physician who has demonstrated skills in the medical profession at the highest levels. His stellar career in research and his outstanding work in the clinic, together with his business experience and acumen, bode well for PharmaCyte. Dr. Abecassis is expected to contribute considerably to our success as a biotech company."

Commenting on his appointment, Dr. Abecassis said, "I too am excited to join PharmaCyte's Board. This is a company built upon a cellular platform technology that is transformational in nature. The opportunities for growth in cellular therapies to treat diseases are limitless. The Cell-in-a-Box<sup>®</sup> technology appears to be an ideal vehicle to capitalize on these opportunities."

Dr. Abecassis received his MD degree from the University of Toronto in 1983 and was awarded an MBA degree from the Kellogg School of Management at Northwestern University in 2000. After his postgraduate tenure in Toronto, Dr. Abecassis began his clinical career as Assistant Professor of Surgery and Director of Liver Transplantation and Hepatobiliary Surgery at the University of Iowa. Dr. Abecassis was recruited by Northwestern University in 1993 to become its Director of Liver Transplantation. There he initiated Northwestern's liver transplant program. In 2004, Dr. Abecassis was named Chief of the Division of Transplantation at the Feinberg School of Medicine. He became Founding Director of the Comprehensive Transplant Center at Northwestern in 2009 and was appointed Dean for Clinical Affairs at the Feinberg School of Medicine in 2008, serving until 2011.

Dr. Abecassis has received continuous funding from the National Institutes of Health (NIH) for the past 15 years. He is the principal investigator in research that includes both laboratory and clinical studies. He is also the principal investigator of the clinical core of the NIH Genomics of Transplantation Cooperative Research Program. Dr. Abecassis has trained numerous clinical and research fellows.

Dr. Abecassis is a member of many national and international professional societies, including the Society of University Surgeons and the American Surgical Association and was President of the American Society of Transplant Surgeons 2010-2011. He has served and continues to serve on the Editorial Boards of major scientific journals (Hepatology, Surgery, Transplantation and Liver Transplantation) and is a reviewer for all major journals related to surgery and transplantation. He has served as a member of NIH grant study sections and special emphasis panels relating to both transplantation and virology. He is a permanent member of the National Institute of Allergy and Infectious Diseases (NIAID) study section for career development and training grants.

Dr. Abecassis has been a course director for the American Society of Transplant Surgeons Leadership Development Program since 2010 and was course director for the Advanced Leader Development Program in 2013 at Northwestern's Kellogg School of Management. He was a voting member of the Medicare Coverage Advisory Committee and served on the United HealthCare Group Physician Advisory Board on Healthcare Performance and Quality. Dr. Abecassis has been a member of various local, regional and national regulatory committees and has published seminal papers on both the regulatory and financial aspects of transplantation, including the Healthcare Reform and the Affordable Care Act.

#### **About PharmaCyte Biotech**

PharmaCyte Biotech is a clinical stage biotechnology company developing cellular therapies for cancer and diabetes based upon a proprietary cellulose-based live cell encapsulation technology known as "Cell-in-a-Box<sup>®</sup>." This technology will be used as a platform upon which therapies for several types of cancer and diabetes are being developed.

PharmaCyte's therapy for cancer involves encapsulating genetically engineered human cells that convert an inactive chemotherapy drug into its active or "cancer-killing" form. For pancreatic cancer, these encapsulated cells are implanted in the blood supply to the patient's tumor as close as possible to the site of the tumor. Once implanted, a chemotherapy drug that is normally activated in the liver (ifosfamide) is given intravenously at one-third the normal dose. The ifosfamide is carried by the circulatory system to where the encapsulated cells have been implanted. When the ifosfamide flows through pores in the capsules, the live cells inside act as a "bio-artificial liver" and activate the chemotherapy drug at the site of the cancer. This "targeted chemotherapy" has proven effective and safe to use in past clinical trials and results in no treatment related side effects.

PharmaCyte's therapy for Type 1 diabetes and insulin-dependent Type 2 diabetes involves encapsulating a human cell line that has been genetically engineered to produce, store and release insulin in response to the levels of blood sugar in the human body. The encapsulation will be done using the Cell-in-a-Box<sup>®</sup> technology. Once the encapsulated cells are implanted in a diabetic patient, they will function as a "bio-artificial pancreas" for purposes of insulin production.

#### **Safe Harbor**

This press release contains forward-looking statements, which are generally statements that are not historical facts. Forward-looking statements can be identified by the words "expects," "anticipates," "believes," "intends," "estimates," "plans," "will," "outlook" and similar expressions. Forward-looking statements are based on management's current plans, estimates, assumptions and projections, and speak only as of the date they are made. We undertake no obligation to update any forward-looking statement because of new information or future events, except as otherwise required by law. Forward-looking statements involve inherent risks and uncertainties, most of which are difficult to predict and are generally beyond our control. Actual results or outcomes may differ materially from those implied by the forward-looking statements due to the impact of numerous risk factors, many of which are discussed in more detail in our Annual Report on Form 10-K and our other reports filed with the Securities and Exchange Commission.

More information about PharmaCyte Biotech can be found at [www.PharmaCyte.com](http://www.PharmaCyte.com). Information may also be obtained by contacting PharmaCyte's Investor Relations Department.

#### **Contact:**

##### **Investor Relations:**

PharmaCyte Biotech, Inc.  
Investor Relations Department  
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