
**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): August 4, 2020

Vir Biotechnology, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39083
(Commission
File Number)

81-2730369
(IRS Employer
Identification No.)

499 Illinois Street, Suite 500
San Francisco, California 94158
(Address of principal executive offices, including zip code)

(415) 906-4324
(Registrant's telephone number, including area code)

(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 (see General Instruction A.2. below):

- 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value	VIR	Nasdaq Global Select Market

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 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 8.01 Other Events.

WuXi and Samsung Letter Agreement Assignments and Master Services Agreements

On August 4, 2020, Vir Biotechnology, Inc. (the “Company”), GlaxoSmithKline Trading Services Limited (“GSKTSL”), and WuXi Biologics (Hong Kong) Limited (“WuXi”) entered into an Assignment and Novation Agreement effective as of July 29, 2020 (“WuXi Assignment Agreement”) pursuant to which the Company assigned and transferred to GSKTSL all of the Company’s right, title, and interest in, to and under the binding letter of intent between the Company and WuXi dated June 15, 2020 (the “WuXi Letter Agreement”), and GSKTSL became the Company’s successor in interest in and to all of the Company’s rights, duties, and obligations in, to and under the WuXi Letter Agreement. On August 4, 2020, GSKTSL entered into a non-exclusive Master Services Agreement for Commercial Manufacture of Drug Substance with WuXi effective as of July 29, 2020 (the “WuXi MSA”), thereby superseding the WuXi Letter Agreement, and pursuant to which, among other things, WuXi will perform development and manufacturing services for clinical and commercial supply of antibody products under the Company’s SARS-CoV-2 antibody program.

On August 4, 2020, the Company, GSKTSL and Samsung Biologics Co., Ltd. (“Samsung”) entered into an Assignment and Novation Agreement effective as of July 31, 2020 (“Samsung Assignment Agreement”) pursuant to which the Company assigned and transferred to GSKTSL all of the Company’s right, title, and interest in, to and under the binding letter agreement between the Company and Samsung dated April 9, 2020 (“Samsung Letter Agreement”), and GSKTSL became the Company’s successor in interest in and to all of the Company’s rights, duties, and obligations in, to and under the Samsung Letter Agreement. On August 4, 2020, GSKTSL entered into a Master Services Agreement with Samsung effective as of July 31, 2020 (the “Samsung MSA”), thereby superseding the Samsung Letter Agreement, and pursuant to which, among other things, Samsung will perform development and manufacturing services for clinical and commercial supply of antibody products under the Company’s SARS-CoV-2 antibody program.

GSKTSL entered into the WuXi MSA and Samsung MSA in connection with the performance of the obligations of the Company and Glaxo Wellcome UK Limited and Beecham S.A., pursuant to the definitive collaboration agreement dated June 9, 2020 (the “GSK Agreement”). In accordance with the terms of the GSK Agreement, the Company will continue to be responsible for 72.5% of the costs under each of the WuXi MSA and Samsung MSA, and GSK will bear 27.5% of such costs under each of the Samsung MSA and the WuXi MSA, subject to certain conditions and exceptions.

The foregoing descriptions of the material terms of the WuXi Assignment Agreement and Samsung Assignment Agreement are qualified in their entirety by reference to the full text of such agreements, copies of which are filed as Exhibits 99.1 and 99.2, respectively, to this filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
99.1	<u>Assignment and Novation Agreement among the Company, GlaxoSmithKline Trading Services Limited and WuXi Biologics (Hong Kong) Limited, dated July 29, 2020.</u>
99.2	<u>Assignment and Novation Agreement among the Company, GlaxoSmithKline Trading Services Limited and Samsung Biologics Co., Ltd., dated July 31, 2020.</u>

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.

VIR BIOTECHNOLOGY, INC.

By: /s/ Howard Horn

Howard Horn
Chief Financial Officer

Dated: August 7, 2020

Confidential

Execution Copy

29 July 2020

ASSIGNMENT AND NOVATION AGREEMENT

THIS ASSIGNMENT AND NOVATION AGREEMENT (this "Agreement") is made as of July 29, 2020 ("Assignment Date"), by and among **Vir Biotechnology, Inc.**, a Delaware corporation having a principal place of business at 499 Illinois Street, Suite 500, San Francisco, CA 94158 U.S.A ("Assignor"), **GlaxoSmithKline Trading Services Limited**, a company registered in Ireland under company number 406466 having a principal place of business at 980 Great West Road, Brentford, Middlesex, TW8 9GS, England, ("Assignee"), and **WuXi Biologics (Hong Kong) Limited** with offices located at Flat/RM826, 8/F Ocean Centre Harbour City, 5 Canton Road TST, Hong Kong ("Provider"). Assignor, Assignee and Provider are hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, the Assignor and Provider entered into a binding letter of intent dated June 15, 2020 (the "Letter Agreement") as further set out in Appendix A, with respect to, *inter alia*, capacity reservation, development, commercial manufacturing and supply of drug substance by Provider, and minimum take or pay obligations by Assignor, for Assignor's SARS-Cov-2 monoclonal antibody (the "Product") and Assignor and Provider agreed the terms of the Letter Agreement shall be incorporated into a definitive master services agreement for commercial manufacturing of drug substance;

WHEREAS, Assignor and Assignee entered into a definitive collaboration agreement dated June 9, 2020 (the "Collaboration Agreement"), concerning, *inter alia*, the discovery, development and commercialization preventatives and treatment products for diseases caused by SARS-COV-2 and other coronaviruses including the Product;

WHEREAS, Assignee and Provider have entered into a certain definitive master services agreement for commercial manufacturing of drug substance (the "MSA") with an effective date of July 29, 2020;

WHEREAS, Assignor and Assignee agree that, in connection with the Collaboration Agreement and the MSA, it is necessary for Assignor to transfer and assign to Assignee all of Assignor's rights, duties, and obligations under the Letter Agreement;

WHEREAS, Assignor desires to be released and discharged from all liabilities and obligations under the Letter Agreement; and

WHEREAS, Provider is willing to release and discharge Assignor from all liabilities and obligations under the Letter Agreement and to consent to Assignee assuming such liabilities and obligations.

NOW THEREFORE, in consideration of the mutual covenants contained herein and in furtherance of the terms and conditions under the MSA, the Parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee, as of the Assignment Date, all of Assignor's right, title, and interest in, to and under the Letter Agreement.

2. Assumption. Assignee hereby accepts such assignment and agrees to assume, from and after the Assignment Date, all of Assignor's rights, duties, and obligations in, to and under the Letter Agreement.
3. Novation. Assignor, Assignee and Provider hereby agree that this Assignment Agreement shall constitute a novation of the duties and obligations of Assignor under the Letter Agreement. Accordingly, all of the rights, duties and obligations of Assignor under the Letter Agreement are hereby discharged. Provider hereby acknowledges and accepts Assignee as Assignor's successor in interest in and to all of Assignor's rights, duties, and obligations in, to and under the Letter Agreement.
4. Release. Assignor and Provider hereby mutually release each other, as of the Assignment Date, from all of their respective rights, duties, and obligations under the Letter Agreement.
5. Pre-Existing Claims. Nothing in this Agreement is intended, nor may be construed, to affect or prejudice any claim, liability, obligation, or demand whatsoever as between Assignor and Provider arising under the Letter Agreement prior to the Assignment Date.
6. Further Assurances. The Parties agree to that they will take those actions consistent with the terms and conditions with this Agreement that may reasonably be requested by another Party and necessary or desirable to carry out the purposes of this Agreement.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to principles of conflicts of law.
8. Successors and Assigns. This Agreement shall be binding upon and insure solely to the benefits of each Party hereto and their respective successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Agreement.
9. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

[Signature Page to Assignment and Novation Agreement]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment Agreement as of the Assignment Date.

GLAXOSMITHKLINE TRADING

By: /s/ Jonathan Box
Name: Jonathan Box
Title: SVP Pharma Finance

VIR BIOTECHNOLOGY, INC. SERVICES LIMITED

By: /s/ George Scangos
Name: George Scangos
Title: President & Chief Executive Officer

WUXI BIOLOGICS (HONG KONG) LIMITED

By: /s/ Zhisheng Chen
Name: Zhisheng Chen
Title: CEO

APPENDIX A

Letter of intent dated June 15, 2020 between Vir Biotechnology, Inc. and WuXi Biologics (Hong Kong) Ltd.

ASSIGNMENT AND NOVATION AGREEMENT

THIS ASSIGNMENT AND NOVATION AGREEMENT (this "Assignment Agreement") is made as of July 31, 2020 ("Assignment Date"), by and among **Vir Biotechnology, Inc.**, a Delaware corporation having a principal place of business at 499 Illinois Street, Suite 500, San Francisco, CA 94158 U.S.A ("Assignor"), **GlaxoSmithKline Trading Services Limited**, a company registered in Ireland under company number 406466 having a principal place of business at 980 Great West Road, Brentford, Middlesex, TW8 9GS, England, ("Assignee"), and **Samsung BioLogics Co., Ltd.**, a Republic of Korean company having a principal place of business at 300, Songdo bio-daero, Yeonsu-gu, Incheon 21987 Republic of Korea ("Supplier"). Assignor, Assignee and Supplier are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, effective April 8, 2020, Assignor and Supplier entered into that certain Binding Letter Agreement (the "Letter Agreement") with respect to, *inter alia*, capacity reservation, development, manufacturing and supply by Supplier, and minimum take or pay obligations by Assignor, for Assignor's SARS-Cov-2 monoclonal antibody (the "Product") and Assignor and Supplier agreed the terms of the Letter Agreement shall be incorporated into a definitive agreement;

WHEREAS, Assignor and Assignee entered into that certain Definitive Collaboration Agreement dated June 9, 2020 (the "Collaboration Agreement"), concerning, *inter alia*, the discovery, development and commercialization preventatives and treatment products for diseases caused by SARS-COV-2 and other coronaviruses including the Product ;

WHEREAS, Assignor and Assignee agree that, in connection with the Collaboration Agreement, it is necessary for Assignor to transfer and assign to Assignee all of Assignor's rights, duties, and obligations under the Letter Agreement;

WHEREAS, Assignor desires to be released and discharged from all liabilities and obligations under the Letter Agreement; and

WHEREAS, Supplier is willing to release and discharge Assignor from all liabilities and obligations under the Letter Agreement and to consent to Assignee assuming such liabilities and obligations.

NOW THEREFORE, in consideration of the mutual covenants contained herein and in furtherance of the terms and conditions under the Collaboration Agreement, the Parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee, as of the Assignment Date, all of Assignor's right, title, and interest in, to and under the Letter Agreement.
2. Assumption. Assignee hereby accepts such assignment and agrees to assume, from and after the Assignment Date, all of Assignor's rights, duties, and obligations in, to and under the Letter Agreement.

3. Novation. Assignor, Assignee and Supplier hereby agree that this Assignment Agreement shall constitute a novation of the duties and obligations of Assignor under the Letter Agreement. Accordingly, all of the rights, duties and obligations of Assignor under the Letter Agreement are hereby discharged. Supplier hereby acknowledges and accepts Assignee as Assignor's successor in interest in and to all of Assignor's rights, duties, and obligations in, to and under the Letter Agreement.
4. Release. Assignor and Supplier hereby mutually release each other, as of the Assignment Date, from all of their respective rights, duties, and obligations under the Letter Agreement, notwithstanding the conditions of assignment set forth in Section 7 (Assignment) of the Letter Agreement. Supplier does hereby release and discharge Assignor from all rights, duties and obligations, except the obligations regarding confidentiality and non-use of the disclosing party's Confidential Information as defined in, and subject to, the terms of the Mutual Confidentiality Agreement by and between Supplier and Assignor dated February 18, 2019 (the "CDA").
5. Pre-Existing Claims. Nothing in this Assignment Agreement is intended, nor may be construed, to affect or prejudice any claim, liability, obligation, or demand whatsoever as between Assignor and Supplier arising under the Letter Agreement prior to the Assignment Date.
6. Further Assurances. The Parties agree to that they will take those actions consistent with the terms and conditions with this Assignment Agreement that may reasonably be requested by another Party and necessary or desirable to carry out the purposes of this Assignment Agreement.
7. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to principles of conflicts of law.
8. Successors and Assigns. This Assignment Agreement shall be binding upon and insure solely to the benefits of each Party hereto and their respective successors and assigns, and nothing in this Assignment Agreement, express or implied, is intended to or shall confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Assignment Agreement.
9. Counterparts. This Assignment Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

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GLAXOSMITHKLINE TRADING SERVICES LIMITED

By: /s/ Jonathan Box
Name: Jonathan Box
Title: SVP Pharma Finance

VIR BIOTECHNOLOGY, INC.

By: /s/ George Scangos
Name: George Scangos
Title: President & Chief Executive Officer

SAMSUNG BIOLOGICS CO., LTD.

By: /s/ Tae Han Kim
Name: Tae Han Kim
Title: Chief Executive Officer