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

August 30, 2017
Date of Report (Date of earliest event reported)

PHARMACYTE BIOTECH, INC.

(Exact Name of Registrant as Specified in its Charter)

Nevada	**333-68008**	**62-1772151**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

23046 Avenida de la Carlota, Suite 600 **Laguna Hills, CA**	**92653**
(Address of Principal Executive Offices)	(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. [_]

Item. 1.01 Entry into a Material Definitive Agreement.

On August 30, 2017, PharmaCyte Biotech, Inc. ("Company") entered into a binding term sheet ("Term Sheet") with SG Austria Pte. Ltd. ("SG Austria") and Austrianova Singapore Pte. Ltd. ("Austrianova Singapore" and together with SG Austria, "Austrianova"), to memorialize their agreement to amend certain written agreements between them.

The Term Sheet provides that the Company's obligation to make milestone payments to Austrianova will be eliminated in their entirety under (i) the License Agreement between the Company and Austrianova Singapore dated as of December 1, 2014, as amended ("Cannabis License Agreement"), (ii) the License Agreement between the Company and Austrianova Singapore dated as of June 25, 2013, as amended ("Diabetes License Agreement") and (iii) the Asset Purchase Agreement between the Company and SG Austria dated as of May 26, 2011, as amended and clarified ("Asset Purchase Agreement"). The Term Sheet also provides that the scope of the Diabetes License Agreement will be expanded to include all cell types and cell lines of any kind or description now or later identified, including, but not limited to, primary cells, mortal cells, immortal cells and stem cells at all stages of differentiation and from any source specifically designed to produce insulin for the treatment of diabetes.

In addition, the Term Sheet provides that the Company will have a 5-year right of first refusal in the event that Austrianova chooses to sell, transfer or assign at any time during such period the Cell-in-a-Box® tradename and its associated technology, intellectual property, trade secrets and know-how, which includes the right to purchase any manufacturing facility used for the Cell-in-a-Box® encapsulation process and a non-exclusive license to use the special cellulose sulphate utilized with the Cell-in-a-Box® encapsulation process (collectively, "Associated Technologies"); *provided, however*, that the Associated Technologies subject to the right of first refusal do not include Bac-in-a-Box®. Additionally, for a period of one year following the date of the Term Sheet, the Term sheet provides that Austrianova will not solicit, negotiate or entertain any inquiry regarding the potential acquisition of the Cell-in-a-Box® and its Associated Technologies.

The Term Sheet further provides that (i) the royalty payments on gross sales as specified in the Cannabis License Agreement, the Diabetes License Agreement and the Asset Purchase Agreement will be changed to 4% and (ii) the royalty payments on amounts received by the Company from sublicensees on sublicensees' gross sales under the same agreements will be changed to 20% of the amount received by the Company from its sublicensees, *provided, however,* that in the event the amounts received by the Company from sublicensees is 4% or less of sublicensees' gross sales, Austrianova will receive 50% of what the Company receives (up to 2%) and then additionally 20% of any amount the Company receives over 4%.

The Term Sheet provides that Austrianova will receive 50% of any other financial and non-financial consideration received from the Company's sublicensees of the Cell-in-a-Box® technology. The Term Sheet also provides that the Company will pay Austrianova Singapore $150,000 per month for a period of six months.

Finally, the Term Sheet provides that Prof. Walter H. Günzburg, who currently serves as the Chief Scientific Officer of the Company, will not receive any cash compensation from the Company for services rendered as the Company's Chief Scientific Officer, for a period of six months beginning September 1, 2017.

The foregoing summary of the Term Sheet is subject to, and qualified in its entirety by, the Term Sheet which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

Attached hereto as Exhibit 99.1 is a copy of the Company's press release dated September 6, 2017, regarding the Term Sheet. 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 of Exhibits.

(d) Exhibits

10.1 Binding Term Sheet between the Company, S.G. Austria Pte. Ltd. and Austrianova Singapore Pte. Ltd. dated August 30, 2017.

99.1 The Company's press release dated September 6, 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: September 6, 2017

PHARMACYTE BIOTECH, INC.

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

EXHIBIT INDEX

Exhibit No.	Description
10.1	Binding Term Sheet between the Company, Austrianova Singapore Pte. Ltd. and SG Austria Pte. Ltd. dated August 30, 2017.
99.1	The Company's press release dated September 6, 2017 (furnished pursuant to Item 7.01).

Exhibit 10.1

Binding Term Sheet

between

Austrianova Singapore Pte. Ltd. and SG Austria Pte. Ltd.

and

PharmaCyte Biotech, Inc.

This Binding Term Sheet ("Term Sheet") summarizes the principal terms of a transaction between Austrianova Singapore Pte. Ltd., a Singapore corporation, with a principal place of business at 3 Biopolis Drive, #05-19 Synapse, Singapore 138623 ("Austrianova Singapore"), SG Austria Pte. Ltd., a Singapore corporation, with a principal place of business at 3 Biopolis Drive, #05-19 Synapse, Singapore 138623 ("SG Austria" and together with Austrianova Singapore, "Austrianova") and PharmaCyte Biotech, Inc., a Nevada corporation with a principal place of business at 22046 Avenida de la Carlota, Suite 600, Laguna Hills, California 92653 , ("PharmaCyte"). The Term Sheet is intended to provide both: (a) guidance in the preparation of more complete written amendments to (i) that certain License Agreement, as amended, dated as of December 1, 2014, by and between PharmaCyte and Austrianova Singapore ("Cannabis License Agreement"), (b) that certain License Agreement, as amended, dated as of June 25, 2013, by and between PharmaCyte and Austrianova Singapore ("Diabetes License Agreement") and (c) that certain Asset Purchase Agreement, as amended, dated as of May 26, 2011, by and between PharmaCyte and SG Austria ("Asset Purchase Agreement," as amended and clarified and together with the Cannabis License Agreement and the Diabetes License Agreement, the "Agreements"); and (ii) evidence of legally binding agreement between the parties to this Term Sheet. The parties shall, in good faith, using reasonable commercial efforts, negotiate the terms and conditions of amendments to the Agreements as outlined below, which upon execution will supersede this Term Sheet based on the following guiding principles and summary of agreed upon terms and conditions.

1	**Parties**	Austrianova Singapore, SG Austria and PharmaCyte
2	**Milestone Payments**	All milestone payments outlined in Section 3.2 of the Cannabis License Agreement, Section 3.2 of the Diabetes License Agreement and Section 6 of the Third Addendum dated as of June 25, 2013, to the Asset Purchase Agreement ("Third Addendum"), as modified by the Clarification Agreement to the Third Addendum dated as of June 25, 2013, ("Clarification Agreement") shall be deleted in their entirety and PharmaCyte shall no longer be obligated to pay any milestone payments to Austrianova.
3	**Royalty Payments and Additional Consideration**	• The royalty payments on gross sales (as specified in Section 3.1.1 of each of the Diabetes License Agreement and the Cannabis License Agreement and Section 6.a of the Third Addendum shall be changed to 4%. • The royalty payments on amounts received by PharmaCyte from sublicensees on sublicensees' gross sales (as specified in Section 3.1.2 of each of the Diabetes License Agreement and the Cannabis License Agreement and Section 6.b of the Third Addendum) shall be changed to 20% of the amount received by PharmaCyte from its sublicensees, *provided, however,* that in the event the amounts received from PharmaCyte's from sublicensees is 4% or less, Austrianova will receive 50% of what PharmaCyte receives (up to 2%) and then additionally 20% of any amount PharmaCyte receives over 4%. • Austrianova will receive 50% of any other financial and non-financial consideration PharmaCyte receives from its sublicensees.
4	**Right of First Refusal**	PharmaCyte shall have right of first refusal for a five (5) year period in the event Austrianova sells, assigns or transfers at any time during such five (5) year period the Cell-in-a-Box® and its Associated Technology (as defined in the Agreements), which right of first refusal shall include the right to purchase all associated intellectual property, technology and/or trade secrets, including, but not limited to a non-exclusive license of the cellulose sulfate Austrianova utilizes with the Cell-in-a-Box® technology, and/or any manufacturing facility involving Cell-in-a-Box® cell encapsulation (collectively, "Technologies"); *provided, however*, Technologies does not include Bac-in-a-Box®.
5	**Non-Solicit**	Austrianova shall not solicit, negotiate, or entertain any inquiry regarding the potential acquisition of the Technologies for a period of one (1) year following the execution of this Term Sheet.

6	**Scope of Diabetes Licensing Agreement**	The scope of the Diabetes License Agreement shall be expanded such that the licensed rights cover all cells and cell lines of any kind or description now or hereinafter identified, including, but not limited to, primary cells, mortal cells, immortal cells and stem cells at all stages of differentiation and from any source specifically designed to produce insulin for the treatment of diabetes.
7	**Payment**	Upon execution of the amendments to the Agreements, PharmaCyte shall pay an aggregate total amount of $900,000 ratably over a six (6) month time period in equal amounts. Payments shall be made on or before the 1st of each month with a cure period of 20 calendar days.
8	**Chief Scientific Officer Consulting Fees**	Prof. Dr. Walter H. Günzburg shall continue to serve as the Chief Scientific Officer of PharmaCyte pursuant to that certain Consulting Agreement dated as of April 1, 2014, and for a period of six (6) months beginning September 1, 2017 shall not be entitled to any compensation from PharmaCyte for such services, except for the reimbursement of reasonable travel expenses.
9	**Fees and Expenses**	Austrianova and PharmaCyte each will pay their respective legal and other fees and expenses associated with all aspects of the transactions contemplated by this Term Sheet.
10	**Confidentiality**	Austrianova and PharmaCyte each agree that neither it, nor its respective subsidiaries, affiliates, employees or representatives will disclose any information of the other party that is deemed confidential, including, without limitation, the existence of this Term Sheet or the terms and conditions contained herein, except on a reasonable need to know basis. Notwithstanding the foregoing, the parties expressly acknowledge that PharmaCyte may file a copy and/or a description of, this Term Sheet with the United States Securities and Exchange Commission ("SEC") in any of its SEC reports and filings, as well as incorporate them by reference into other SEC filings to the extent required by law.
11	**Other**	All other terms and conditions, usual and customary for an agreement of this type, would be negotiated, agreed upon between the parties and set forth in the amendments to the Agreements. The amendments to the Agreements will contain the representations, warranties, covenants, conditions and other terms and provisions, including without limitation, related to termination, indemnification, insurance, that are commercially reasonable and typical for transactions of this type between similarly situated parties. The parties agree to negotiate the amendments to the Agreements in good faith. This Term Sheet will be governed by and interpreted in accordance with the laws of Singapore. Nothing in this Term Sheet shall prevent Austrianova from raising capital. All pending issues and the matters not covered above in connection therewith (including the execution and delivery of the amendments to the Agreements) will be discussed and determined by the parties in good faith.

IN WITNESS WHEREOF, the parties have executed this binding Term Sheet through their duly authorized representatives on 30 August 2017 ("Effective Date").

PharmaCyte Biotech, Inc.	Austrianova Singapore Pte. Ltd.	SG Austria Pte. Ltd.
Name: Kenneth L. Waggoner	Name: Walter H. Günzburg	Name: Brian Salmons
Title: Chief Executive Officer	Title: Chairman of the Board	Title: Chief Executive Officer
Signature: /s/ Kenneth L. Waggoner	Signature: /s/ Walter H. Günzburg	Signature: /s/ Brian Salmons

Exhibit 99.1

PharmaCyte Restructures Agreements with Austrianova to Strengthen Partnership

LAGUNA HILLS, CA, September 6, 2017 (BUSINESS WIRE) -- PharmaCyte Biotech, Inc. (OTCQB: PMCB), a clinical stage biotechnology company focused on developing targeted cellular therapies for cancer and diabetes using its signature live-cell encapsulation technology, Cell-in-a-Box®, today announced that it has reached an agreement with Austrianova to restructure certain agreements between them pursuant to a Binding Term Sheet (Term Sheet).

The Term Sheet provides that PharmaCyte's obligation to make milestone payments under the Asset Purchase Agreement, the Diabetes Licensing Agreement and the Cannabis Licensing Agreement are eliminated in their entirety. Also, the royalty fees and sublicensing royalty fees are reduced in the two licensing agreements. The Term Sheet further amends the Diabetes Licensing Agreement by expanding the scope of the licensed rights to cover encapsulation of all cell types and cells lines of any kind now in existence or later identified, including stem cells at all stages of differentiation and from any source specifically designed to produce insulin for the treatment of diabetes.

The Term Sheet also provides PharmaCyte with a 5-year right of first refusal in the event Austrianova chooses to sell, assign or transfer the Cell-in-a-Box® tradename and its associated technology, intellectual property, trade secrets and "know-how" (Associated Technologies). This includes the right to purchase any manufacturing facility used with the Cell-in-a-Box® process, as well as a non-exclusive license for the special cellulose sulphate utilized in that process. Additionally, for a period of one year from the date of the Term Sheet, Austrianova has agreed not to solicit, negotiate or entertain any inquiry regarding the potential acquisition of Cell-in-a-Box® and its Associated Technologies.

PharmaCyte has agreed to share with Austrianova 50% of any financial and non-financial consideration it receives from sublicenses under the Asset Purchase Agreement, the Diabetes Licensing Agreement and the Cannabis Licensing Agreement. PharmaCyte has also agreed to pay Austrianova $150,000 per month for the next 6 months. Prof. Walter H. Günzburg, Chairman of the Board of Austrianova, who currently serves as PharmaCyte's Chief Scientific Officer, has agreed to continue his work for PharmaCyte without cash compensation for the same period.

Kenneth L. Waggoner, the Chief Executive Officer of PharmaCyte, commented on the restructuring saying, "We have worked diligently with Austrianova to find ways that better align our interests as partners to achieve PharmaCyte's goals. The provisions of the Term Sheet do just that. Not only has Austrianova made significant financial concessions, Austrianova has agreed to provide us with a vehicle by which we can acquire Cell-in-a-Box® and its Associated Technologies, including the manufacturing facility that will encapsulate the live cells required for our pancreatic cancer therapy and the other therapies we are developing that utilize the Cell-in-a-Box® technology.

"We felt that securing the right of first refusal now was imperative, as we move forward with our planned clinical trial in locally advanced pancreatic cancer. We also believe that these changes will serve to strengthen the partnership that has existed between PharmaCyte and Austrianova since we initially acquired the right to use this remarkable technology."

Prof. Gunzburg, the Chairman of Austrianova, said, "The next 6 months will be an exciting time in the further alignment of our respective companies. PharmaCyte has always been an important partner for Austrianova, and we are looking forward to intensifying our mutually beneficial relationship."

The Term Sheet memorializes the agreement between the parties to amend their principal agreements. Those amendments are in the process of being drafted and should be finalized and signed by the parties in the near term.

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®." 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 resulted 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® 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. Information may also be obtained by contacting PharmaCyte's Investor Relations Department.

Contact:

Investor Relations:
PharmaCyte Biotech, Inc.
Investor Relations Department
Telephone: 917.595.2856
Email: Info@PharmaCyte.com