
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

Form 8-K/A
(Amendment No. 1)

Current Report

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

Date of Report (Date of earliest event reported): **March 29, 2013**

Dynavax Technologies Corporation

(Exact name of registrant as specified in its charter)

Commission File Number: 001-34207

Delaware
(State or other jurisdiction
of incorporation)

33-0728374
(IRS Employer
Identification No.)

2929 Seventh Street, Suite 100
Berkeley, CA 94710-2753
(Address of principal executive offices, including zip code)

(510) 848-5100
(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:

- 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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This Form 8-K/A is an amendment to the Current Report on Form 8-K filed by Dynavax Technologies Corporation (the "Company") on March 21, 2013, regarding the departure of Stephen Tuck, Vice President, Global Technical Operations effective on March 29, 2013.

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

(d) Compensatory Arrangements of Certain Officers

Effective as of March 29, 2013, the Company and Stephen Tuck, Ph.D., entered into agreements resulting from his previously reported departure as Vice President, Global Technical Operations, including (i) a consulting agreement with the Company and Solutio Partners pursuant to which Dr. Tuck will provide advice and perform activities relating to his former areas of responsibility for a period of six months in return for a fee of \$350,000, payable upon satisfactory completion of the services, (ii) execution and delivery of a general release by Dr. Tuck in favor of the Company and related parties, (iii) payment by the Company of COBRA continuation costs for an additional six months, (iv) extension of the exercise period for stock awards from 90 days to 12 months from the end of continuous service with the Company and (v) payment by the Company of three months of executive outplacement service with a firm selected by the Company. These benefits are in addition to benefits to which Dr. Tuck is entitled pursuant to his Management Continuity and Severance Agreement with the Company.

The agreements contain other customary terms and conditions. The foregoing description does not purport to be complete and is qualified in its entirety by reference to the actual agreements attached as Exhibits 10.76 and 10.77 to the Current Report on Form 8-K/A, and incorporated herein by reference.

Item 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.76	Consulting Agreement dated as of March 29, 2013, by and between Solutio Partners and Dynavax Technologies Corporation.
10.77	Termination letter dated as of March 29, 2013, by and between Stephen Tuck and Dynavax Technologies Corporation.

Signature(s)

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.

DYNAVAX TECHNOLOGIES CORPORATION

Date April 4, 2013

By: /s/ Michael S. Ostrach
Michael S. Ostrach
Vice President

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is entered into as of March 29, 2013, by and between Solutio Partners ("Consultant") and Dynavax Technologies Corporation ("Dynavax").

Dynavax desires that Consultant provide Dynavax with consulting services relating to areas formerly under his supervision in his position as Vice President Global Technical Operations, and Consultant desires to provide such consulting services.

Now, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. ENGAGEMENT OF SERVICES. Effective as of the date hereof, Consultant will be retained by Dynavax to provide the services described on Exhibit A ("Services"). Consultant agrees to make available Stephen Tuck to provide the Services at such times and locations as reasonably required by Dynavax, for the amount of time specified in Exhibit A or otherwise as necessary to perform the Services pursuant to this Agreement Consultant agrees to exercise the highest degree of professionalism in providing the Services and to perform the Services in a timely manner consistent with industry standards.

2. FEES AND TAXES. Consultant shall be paid fees for the Services as described in Exhibit A. Consultant will be eligible for reimbursement for all reasonable travel expenses incurred when associated with the rendering of Services at locations away from his home area, subject to the prior written approval of Dynavax. Consultant shall be solely responsible for all other expenses incurred in the performance of Services under this Agreement.

Dynavax shall reimburse Consultant within thirty (30) days of receipt of an invoice listing permitted expenses actually incurred, including receipts for expenses in excess of \$25. Dynavax will not be obliged to pay any invoice that is received more than six months after the date of incurrence.

Because Consultant Is an independent contractor, Dynavax will not withhold or make payments for state or federal income tax or Social Security; make unemployment insurance or disability insurance contributions; or obtain workers' compensation insurance on Consultant's behalf (except as required by law). All payments, including reimbursements for actual expenditures, shall be included in gross income as compensation for services rendered and reported on an IRS Form 1099 Dynavax will provide to you.

Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals and other contributions based on the fees paid to Consultant, its agents, or employees under this Agreement. Consultant hereby indemnifies and defends Dynavax against any and all such taxes or contributions.

3. CONSULTANT NOT AN EMPLOYEE. It is the express intention of both Consultant and Dynavax that Consultant is an independent contractor and not an employee, agent, joint venturer, or partner of Dynavax. It is further understood that Consultant is retained and has contracted with Dynavax only for the purposes and to the extent set forth in this Agreement, and Consultant's relation to Dynavax shall, during the period of Service, be that of an independent contractor, and Contractor shall be free to dispose of such portion of his entire time, energy, and skill as is not obligated to be devoted to Dynavax

in such manner he sees fit and to such persons, firms, or corporations as he deem advisable, so long as same does not create a conflict of interest between Dynavax and such other persons, firms, or corporations.

The manner and means by which Consultant chooses to complete the Services are in Consultant's sole discretion and control and at a location, place, and time which the Consultant deems appropriate. Consultant will, at Consultant's sole expense, provide equipment, tools, and other materials required to perform the Services, unless otherwise provided by Dynavax in its discretion and Dynavax will make its facilities and equipment available to Consultant as necessary. Consultant agrees not to give any person or entity any reason to believe that Consultant is an employee, agent, joint venturer, or partner of Dynavax. Consultant agrees not to bind Dynavax, unless expressly authorized by Dynavax in writing. Consultant will not receive any employee benefits such as paid holidays, vacations, sick leave, or other such paid time off and shall not be entitled hereafter to participate in any plans, arrangements, or distributions by Dynavax relating to any pension, deferred compensation, bonus, stock option, health or other insurance, or other benefits extended to its employees.

4. PROPRIETARY INFORMATION AND INVENTIONS. Consultant agrees to execute and comply with the Consultant Proprietary Information and Inventions Agreement and/or Non-Disclosure Agreement entered into between Dynavax and Consultant in connection herewith, and that a material breach of such agreement shall constitute a material breach hereunder.

5. TERMINATION. This Agreement shall be effective as of the date hereof and shall continue until September 30, 2013 ("Term"), unless terminated earlier as set forth in this paragraph. Dynavax may terminate the Agreement immediately upon notice and payment of the portion of the Consultant's fee provided in Exhibit A equivalent to the percentage completion of the Term. Either party may terminate except for breach effective following notice and expiration of a 30 day period to remedy the asserted breach.

6. ARBITRATION. Any controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation or performance of this Agreement shall be resolved through binding and nonappealable arbitration administered by the Judicial Arbitration & Mediation Services, Inc. ("JAMS") in San Francisco County, California. Any such arbitration shall be conducted before a single arbitrator to be appointed by the parties from JAMS' roster. If the parties fail to agree to as to the identity of the single arbitrator, JAMS shall have the right to make such appointment. The conduct of the arbitration hearing and discovery prior thereto shall be in accordance with the California Code of Civil Procedure, California Rules of Court, and California Rules of Evidence. There shall be limited discovery prior to the arbitration hearing, subject to the discretion of the arbitrator, as follows: (a) exchange of witness lists and copies of documentary evidence and documents related to or arising out of the issues to be arbitrated, (b) depositions of all party witnesses, and (c) such other depositions as may be allowed by the arbitrator upon a showing of good cause. The nonprevailing party shall pay the prevailing party's costs and expenses (including attorneys' fees) of any such arbitration. Consultant and Dynavax shall bear equally the fees and expenses of the arbitrator. The arbitrator shall decide the matter to be arbitrated pursuant hereto within 60 days after the appointment of the arbitrator.

7. GENERAL. Consultant agrees not to engage in any employment or activity (whether as a consultant, advisor or otherwise) in any business directly competitive with Dynavax during the term of this Agreement, without Dynavax's express written consent.

Consultant agrees not to (i) call upon, solicit, divert or take away or attempt to solicit, divert or take away any of the customers, business or patrons of Dynavax; or (ii) employ, solicit or attempt to solicit for employment any person who is then an employee of or consultant to Dynavax or who was an employee of or consultant to Dynavax for a period of one (1) year following expiration of this Agreement.

If any provision of this Agreement shall be declared Invalid, illegal or un-enforceable, such provision shall be severed and all remaining provisions shall continue in full force and effect

The term, Dynavax, as used herein, shall include any subsidiary or affiliate of Dynavax Technologies Corporation.

This Agreement shall be binding upon Consultant, his heirs, executors, assigns and administrators and shall inure to the benefit of Dynavax, its successors and assigns and shall not, and nor is it intended to be, for the benefit of any other party.

This Agreement shall replace as of the Effective Date any prior agreement between Consultant and Dynavax relative to services as a consultant, and this Agreement contains the entire understanding of the parties. Further, it shall be amended only in writing agreed to by both parties and shall not be assignable by Consultant.

This Agreement is entered into without relying upon any promise, warranty, or representation, written or oral, other than those expressly contained in this Agreement, and it supersedes any other such promises, warranties, representations, or agreements. This Agreement may not be amended or modified except by a written instrument signed by both Consultant and a duly authorized officer of Dynavax. This Agreement shall be construed and interpreted In accordance with the laws of the State of California, as such laws are applied to contracts executed and performed entirely within California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

AGREED TO:

Dynavax Technologies Corporation

By: /s/ David Novack
David Novack

Date: 02 April 2013

Dynavax Technologies
2929 Seventh Street, Suite 100
Berkeley, CA 94710
Telephone: 510-665-7202
Email: dnovack@dynavax.com

AGREED TO:

Solutio Partners

By: /s/ Stephen Tuck
Stephen Tuck

Date: 02 APRIL 2013

[Personal ADDRESS]

EXHIBIT A

SERVICES; FEE

Consultant will provide strategic advice, knowledge, skills, information and experiences in the areas formerly under his supervision as Vice President Global Technical Operations.

As an advisor, he will review, provide feedback/comments and if needed write sections for the asthma CTA, FDA CRL, and 120 day questions from EMA.

Upon satisfactory completion of the Services on September 30, 2013, subject to paragraph 5 of the Agreement, consultant will be paid a lump sum payment of \$350,000.



March 29, 2013

Stephen Tuck
[Personal ADDRESS]

Dear Stephen,

Your employment with Dynavax Technologies Corporation is terminated effective Friday, March 29, 2013, and you will receive your final pay through March 31, 2013 under our normal payroll cycle.

Pursuant to Section 2(c) of the Management Continuity and Severance Agreement between you and Dynavax you will receive:

- (1) A lump-sum cash severance payment equal to six (6) months of your current annual base salary (less appropriate withholding deductions). Your severance check is enclosed. ;
- (2) Six (6) months of COBRA Continuation paid by Dynavax, if you elect Cobra Continuation;
- (3) An additional six (6) months of vesting of your stock options to purchase Dynavax's Common Stock; and
- (4) Ninety (90) days from date of termination to exercise vested options as provided in the Dynavax Technologies 2011 Stock Incentive Plan.

Group Insurance Benefits

Your group health benefits (medical, dental, vision, and EAP) will continue through March 31, 2013. You may elect to continue your benefits as outlined under the COBRA provisions. A separate letter along with other COBRA enrollment forms will be sent to you by InfiniSource, our COBRA administrator.

If you waived benefits coverage, you will not receive a COBRA package from InfiniSource.

Your group life insurance benefits (basic life, accidental death & dismemberment, long-term care, business travel accident insurance) and short and long term disability coverage will terminate on your last day of employment, March 31, 2013. If you want to convert any of these insurance benefits, please refer to the "Benefits Information for Departing Staff in your packet.

If you and Dynavax engage in a consulting agreement, you will receive the following additional benefits upon signing a General Release:

- An additional 6 months of COBRA Continuation paid by Dynavax;
- Continued vesting of your options, which will convert from ISO to Nonqualified status upon your transition to a consultant, and you will receive the six months additional vesting as reflected above in #3 on September 30, 2013;
- Your exercise period will be extended from 90-days to 12 months from the end of your consulting agreement with the Company; and
- 3-months executive outplacement service with a firm selected by Dynavax.

Stephen, if you have any questions regarding your separation benefits, please call me at 510-665-4604.

Sincerely,

/s/ Cecilia Vitug
Cecilia Vitug
Vice President, Human Resources