

**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): March 31, 2020

ZOMEDICA PHARMACEUTICALS CORP.

(Exact name of registrant as specified in its charter)

Alberta, Canada
(State or other jurisdiction
of incorporation)

001-38298
(Commission
File Number)

N/A
(IRS Employer
Identification No.)

100 Phoenix Drive, Suite 180, Ann Arbor, Michigan
(Address of principal executive offices)

48108
(Zip Code)

Registrant's telephone number, including area code: **(734) 369-2555**

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 (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))

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.

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 Shares, without par value	ZOM	NYSE American

Item 8.01 Other Events.

On March 31, 2020, Zomedica Pharmaceuticals Corp. (the “Company”) and Celsee, Inc. (“Celsee”) entered into a Letter Agreement (the “Letter Agreement”), which effected certain immaterial amendments to the Amended and Restated Exclusive License and Supply Agreement (the “License and Supply Agreement”), dated as of January 17, 2020, by and between the Company and Celsee.

The Letter Agreement clarifies certain exclusivity provisions of the License and Supply Agreement relating to veterinary products. All material terms of the License and Supply Agreement remain the same as previously disclosed.

The Letter Amendment is filed herewith as Exhibit 99.1, and is incorporated herein by reference.

Item 9.01 Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
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<u>99.1</u>	<u>Letter Agreement, dated March 31, 2020, by and between Zomedica Pharmaceuticals Corp. and Celsee, Inc.</u>
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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.

ZOMEDICA PHARMACEUTICALS CORP.

Date: March 31, 2020

By: /s/ Shameze Rampertab

Name: Shameze Rampertab
Title: Chief Financial Officer



CONFIDENTIAL

March 31, 2020

Stephanie Morley
Zomedica Pharmaceuticals Corp.
100 Phoenix Drive, Suite 180
Ann Arbor, MI 48108

Re: Letter Agreement

Dear Stephanie:

This Letter Agreement confirms Celsee’s and Zomedica’s understanding of terms contained in that certain Amended and Restated Exclusive License and Supply Agreement by and between Celsee, Inc. (“Celsee”) and Zomedica Pharmaceuticals Corp. (“Zomedica”), each a “Party” and collectively, “the Parties”, effective January 1, 2020 (the “Zomedica Agreement”).

With respect to Section 2.1 of the Zomedica Agreement (Exclusivity), the Parties agree to amend and restate the following sections as follows:

“(b), Develop or commercialize any Collaboration Product in the Zomedica Field, alone or in collaboration with or for the benefit of any Third Party (including any governmental agency);

(c) collaborate with, license, enable or otherwise authorize or grant rights to any Third Party under the Celsee Owned Intellectual Property or any other Celsee Core Technology or Celsee Controlled Technology or Celsee’s CTC Platform Technology or Joint Intellectual Property to use, develop, commercialize or manufacture products in the Zomedica Field, other than Third Party subcontractors to the extent permitted under Section 2.2, or enter into any agreement, amendment to an existing agreement or option to do any of the same; or

(d) grant any right to any Third Party under Celsee Owned Intellectual Property or any other Celsee Core Technology or Celsee Controlled Technology or Celsee’s CTC Platform Technology or Joint Intellectual Property in the Zomedica Field that would impair or conflict in any way with any of the rights granted to Zomedica under this Agreement; and”

All defined terms used in this Letter Agreement, unless otherwise defined herein, shall have the meaning defined in the Zomedica Agreement.

IN WITNESS WHEREOF, the Parties have executed this Letter Agreement, effective of the date first written above.

CELSEE, INC.

ZOMEDICA PHARMACEUTICALS CORP.

By: /s/ John Stark

By: /s/ Shameze Rampertab

Title: CEO

Title: Interim CEO

Date: 3/31/2020

Date: March 31, 2020