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): November 25, 2020

GEOVAX LABS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-39563**	**87-0455038**
(State or other jurisdiction of incorporation or organization)	**(Commission File No.)**	**(IRS Employee Identification No.)**

1900 Lake Park Drive, Suite 380
Smyrna, Georgia 30080
(Address of principal executive offices) (Zip code)

(678) 384-7220
(Registrant's telephone number, including area code)

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 CFR240.14a-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 240.13(e)-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, par value $0.001 per share	GOVX	The Nasdaq Capital Market
Warrants to Purchase Common Stock	GOVXW	The Nasdaq Capital Market

Indicate by check mark whether the Registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (Section 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (Section 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 reporting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

This Form 8-K and other reports filed by GeoVax Labs, Inc. (the "Registrant" or the "Company") from time to time with the Securities and Exchange Commission (collectively the "Filings") contain forward looking statements and information that are based upon beliefs of, and information currently available to, the Registrant's management as well as estimates and assumptions made by the Registrant's management. When used in the Filings the words "anticipate", "believe", "estimate", "expect", "future", "intend", "plan" or the negative of these terms and similar expressions as they relate to the Registrant or the Registrant's management identify forward looking statements. Such statements reflect the current view of the Registrant with respect to future events and are subject to risks, uncertainties, assumptions and other factors relating to the Registrant's industry, operations and results of operations and any businesses that may be acquired by the Registrant. Should one or more of these risks or uncertainties materialize, or should the underlying assumptions prove incorrect, actual results may differ significantly from those anticipated, believed, estimated, expected, intended or planned. Except as required by law, the Registrant does not undertake to update its forward-looking statements.

Item 1.01 Entry into a Material Definitive Agreement.

On November 25, 2020, the Company entered into a Patent and Biological Materials License Agreement for Internal Research Use (the "License Agreement") with the U.S. Department of Health and Human Services (HHS), as represented by National Institute of Allergy and Infectious Diseases (NIAID), an institute of the National Institutes of Health (NIH), in support of the Company's non-clinical development of vaccines against numerous pathogens.

The License Agreement allows GeoVax to use these materials and patent rights owned by agencies of the HHS in combination with the Company's proprietary technology for the creation of preventive and/or therapeutic Modified Vaccinia Ankara Virus-Virus Like Particle (MVA-VLP) vaccines against Ebola-Zaire virus, Ebola-Sudan virus, Lassa virus, Marburg virus, Zika virus and malaria. The agreement also extends to the Company's research and development efforts in certain oncology areas. The agreement provides GeoVax with nonexclusive rights for the nonclinical development and manufacturing of its vaccine and immunotherapy candidates using HHS patents and materials.

A copy of the License Agreement is attached hereto as Exhibit 10.1 and is incorporated herein by reference. Certain portions of the License Agreement have been omitted from the version of the License Agreement attached to this Current Report on Form 8-K.

Item 8.01 Other Events.

The Company issued a press release on November 30, 2020 announcing the signing of the License Agreement. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Patent and Biological Materials License Agreement for Internal Research Use with the National Institute of Allergy and Infectious Diseases, dated November 25, 2020 (1)
99.1	Press release dated November 30, 2020

(1) Pursuant to Item 601(b)(10) of Regulation S-K, certain confidential portions of this exhibit have been omitted as the Company has determined (i) the omitted information is not material and (ii) the omitted information would likely cause competitive harm to the Company if publicly disclosed.

SIGNATURE

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.

Date: November 30, 2020

GEOVAX LABS, INC.

By: /s/ Mark W. Reynolds
Mark W. Reynolds
Chief Financial Officer

EXHIBIT 10.1

Patent and Biological Materials License Agreement for Internal Research Use with the National Institute of Allergy and Infectious Diseases, dated November 25, 2020

Certain information as identified herein has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

PUBLIC HEALTH SERVICE

NON-EXCLUSIVE PATENT and BIOLOGICAL MATERIALS LICENSE AGREEMENT FOR INTERNAL RESEARCH USE

This **Agreement** is based on the model Non-Exclusive Patent Internal Use Agreement adopted by the U.S. Public Health Service ("**PHS**") Technology Transfer Policy Board for use by components of the National Institutes of Health ("**NIH**"), the Centers for Disease Control and Prevention ("**CDC**"), and the Food and Drug Administration ("**FDA**"), which are agencies of the **PHS** within the Department of Health and Human Services ("**HHS**").

This Cover Page identifies the Parties to this **Agreement**:

The U.S. Department of Health and Human Services, as represented by

National Institute of Allergy and Infectious Diseases,

an Institute or Center (hereinafter referred to as the "**IC**") of the

NIH

and

GeoVax Inc., hereinafter referred to as the "**Licensee**",

having offices at 1900 Lake Park Dr., Ste.380, Smyrna, Georgia 30080,

created and operating under the laws of Georgia, United States of America.

Tax ID No. : 58-2646816

For **IC's** internal use only:

License Number: L-243-2020-0

License Application Number: A-411-2020

Serial Number(s) of Licensed Patent(s) or Patent Application(s): Appendix A

Cooperative Research and Development Agreement (CRADA) Number (if a subject invention): N/A

Additional Remarks: N/A

Public Benefit(s): Novel therapeutics may be developed using a recombinant MVA platform.

This Patent License Agreement, hereinafter referred to as the "**Agreement**", consists of this Cover Page, an attached **Agreement**, a Signature Page, Appendix A (List of Patent(s) or Patent Application(s)), Appendix B (Licensed Products, Processes, Territory, Field of Use and Termination), Appendix C (Royalties), and Appendix D (Royalty Payment Options).

The **IC** and the **Licensee** agree as follows:

1. BACKGROUND

1.1 In the course of conducting biomedical and behavioral research, the **IC** investigators made inventions that may have commercial applicability.

1.2 By assignment of rights from the **IC** employees and other inventors, **HHS**, on behalf of the **Government**, owns intellectual property rights claimed in any United States or foreign patent applications or patents corresponding to the assigned inventions. **HHS** also owns any tangible embodiments of these inventions actually reduced to practice by the **IC**.

1.3 The Secretary of **HHS** has delegated to the **IC** the authority to enter into this **Agreement** for the licensing of rights to these inventions under 35 U.S.C. §§200-212, the Federal Technology Transfer Act of 1986, 15 U.S.C. §3710a, and the regulations governing the licensing of Government-owned inventions, 37 C.F.R. Part 404.

1.4 The **IC** desires to transfer these inventions to the private sector through commercial research licenses to facilitate the commercial development of products and processes for public use and benefit.

1.5 The **Licensee** desires to acquire the rights to use certain of these inventions in order to develop processes, methods, or marketable products for public use and benefit.

2. DEFINITIONS

2.1 "**Affiliate(s)**" means a corporation or other business entity, which directly or indirectly is controlled by or controls, or is under common control with the **Licensee**. For this purpose, the term "control" shall mean ownership of more than fifty percent (50%) of the voting stock or other ownership interest of the corporation or other business entity, or the power to elect or appoint more than fifty percent (50%) of the members of the governing body of the corporation or other business entity.

2.2 "**Government**" means the government of the United States of America.

2.3 "**Licensed Patent Rights**" shall mean:

(a) U.S. patent applications and patents listed in Appendix A, all divisions and continuations of these applications, all patents issuing from such applications, divisions, and continuations, and any reissues, reexaminations, and extensions of all such patents;

(b) to the extent that the following contain one or more claims directed to the invention or inventions claimed in 2.3(a):

(i) continuations-in-part of 2.3(a);

(ii) all divisions and continuations of these continuations-in-part;

(iii) all patents issuing from these continuations-in-part, divisions, and continuations; and

(iv) any reissues, reexaminations, and extensions of these patents;

(c) to the extent that the following contain one or more claims directed to the invention or inventions claimed in 2.3(a): all counterpart foreign applications and patents to 2.3(a) and 2.3(b), including those listed in Appendix A; and

(d) **Licensed Patent Rights** shall *not* include 2.3(b) or 2.3(c) to the extent that they contain one or more claims directed to new matter which is not the subject matter of a claim in 2.3(a).

2.4 "**Licensed Products**" means tangible materials, which, in the course of manufacture, use, sale, or importation would be within the scope of one or more claims of the **Licensed Patent Rights** that have not been held unpatentable, invalid or unenforceable by an unappealed or unappealable judgment of a court of competent jurisdiction.

2.5 "**Licensed Processes**" means processes, which, in the course of being practiced, would be within the scope of one or more claims of the **Licensed Patent Rights** that have not been held unpatentable, invalid or unenforceable by an unappealed or unappealable judgment of a court of competent jurisdiction.

2.6 "**Licensed Territory**" means the geographical area identified in Appendix B.

2.7 "**Licensed Fields of Use**" means the field of use identified in Appendix B.

2.8 "**Materials**" means the following tangible materials and all progeny, subclones and/or unmodified derivatives thereof:

(a) plasmid shuttle vector pLW-76 (as described in **HHS** reference number E-018-2010/0), and

(b) plasmid shuttle vector pLW-73 (as described in **HHS** reference number E-248-2006/0) and referenced in the publication Wyatt, L., *et al*, *Elucidating and minimizing the loss by recombinant vaccinia virus of human immunodeficiency virus gene expression resulting from spontaneous mutations and positive selections*. Journal of Virology 83: 7176-7184. (PMID: 19420086).

3. GRANT OF RIGHTS

3.1 The **IC** hereby grants and the **Licensee** accepts, subject to the terms and conditions of this **Agreement**, a nonexclusive license under the **Licensed Patent Rights** in the **Licensed Territory** to make and to use, *but not to sell* **Materials**, **Licensed Products** and **Licensed Processes** in the **Licensed Fields of Use.**

3.2 The **Licensee** has no right to sublicense.

3.3 This **Agreement** confers no license or rights by implication, estoppel, or otherwise under any patent applications or patents of the **IC** other than the **Licensed Patent Rights** regardless of whether such patents are dominant or subordinate to the **Licensed Patent Rights**.

3.4 The **IC** acknowledges that information relating to the **Licensed Patent Rights** may be of assistance to the **Licensee** in its research efforts. Accordingly, the **IC** shall consider reasonable requests by the **Licensee** for access to the inventors of the **Licensed Patent Rights**.

4. ROYALTIES

4.1 The **Licensee** agrees to pay the **IC** a non-creditable, nonrefundable license issue royalty as set forth in Appendix C.

4.2 The **Licensee** agrees to pay the **IC** a nonrefundable annual royalty as set forth in Appendix C.

4.3 All royalties due under this **Agreement** shall be paid in U.S. dollars, net of all non-U.S. taxes, and payment options are listed in Appendix D. For conversion of foreign currency to U.S. dollars, the conversion rate shall be the New York foreign exchange rate quoted in *The Wall Street Journal* on the day that the payment is due.

4.4 Additional royalties may be assessed by the **IC** on any payment that is more than ninety (90) days overdue at the rate of one percent (1%) per month. This one percent (1%) per month rate may be applied retroactively from the original due date until the date of receipt by the **IC** of the overdue payment and additional royalties. The payment of any additional royalties shall not prevent the **IC** from exercising any other rights it may have as a consequence of the lateness of any payment.

4.5 **No royalties due under this Agreement shall be paid with funds stemming from any federal contract, grant, or cooperative agreement.**

5. PERFORMANCE

5.1 The **IC** has previously provided **Materials** to the **Licensee**, and this **Agreement** aims to document that transfer and appropriately link **Materials** to the provisions of this **Agreement**. The **IC** agrees to replace the **Materials**, as available, at reasonable cost, in the event of their unintentional destruction. The **Licensee** agrees to retain control over the **Licensed Products** and shall not distribute or release them to others without the prior written consent of the **IC**.

5.2 The **Licensee** shall expend reasonable efforts and resources to carry out the research development plan submitted with the **Licensee's** application for a license and shall begin research within six (6) months of the effective date of this **Agreement**.

5.3 The **Licensee** agrees in its use of any **Materials** and **Licensed Products** provided by the **IC** to comply with all applicable statutes, regulations, and guidelines, including **NIH** and **HHS** regulations and guidelines. The **Licensee** agrees not to use the **Materials** and the **Licensed Products** for research involving human subjects or clinical trials in the United States without complying with 21 C.F.R. Part 50 and 45 C.F.R. Part 46. The **Licensee** agrees not to use the **Materials** and the **Licensed Products** for research involving human subjects or clinical trials outside of the United States without notifying the **IC**, in writing, of this research or trials and complying with the applicable regulations of the appropriate national control authorities. Written notification to the **IC** of research involving human subjects or clinical trials outside of the United States shall be given no later than sixty (60) days prior to commencement of this research or trials.

5.4 All plans and reports required by this **Agreement** shall be treated by the **IC** as commercial and financial information obtained from a person and as privileged and confidential and, to the extent permitted by law, not subject to disclosure under the Freedom of Information Act, 5 U.S.C. §552.

6. NEGATION OF WARRANTIES AND INDEMNIFICATION

6.1 The **IC** offers no warranties other than those expressly specified in Article 1.

6.2 The **IC** does not warrant the validity of the **Licensed Patent Rights** and makes no representations whatsoever with regard to the scope of the **Licensed Patent Rights**, or that the **Licensed Patent Rights** may be exploited without infringing other patents or other intellectual property rights of third parties.

6.3 THE **IC** MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SUBJECT MATTER DEFINED BY THE CLAIMS OF THE **LICENSED PATENT RIGHTS** OR OF ANY **MATERIALS** OR **LICENSED PRODUCTS** PROVIDED TO THE **LICENSEE** UNDER PARAGRAPH 5.1.

6.4 The **IC** does not represent that it shall commence legal actions against third parties infringing the **Licensed Patent Rights**.

6.5 The **Licensee** shall indemnify and hold the **IC**, its employees, students, fellows, agents, and consultants harmless from and against all liability, demands, damages, expenses, and losses, including but not limited to death, personal injury, illness, or property damage in connection with or arising out of:

(a) the use by the **Licensee**, its directors, employees, or third parties of any **Licensed Patent Rights**, or

(b) the design, manufacture, distribution, or use of any **Materials** and **Licensed Products** provided under Paragraph 5.1, or other products or processes developed in connection with or arising out of the **Licensed Patent Rights**.

6.6 The **Licensee** agrees to maintain a liability insurance program consistent with sound business practice.

7. TERM, TERMINATION AND MODIFICATION OF RIGHTS

7.1 This **Agreement** is effective when signed by all parties, unless the provisions of Paragraph 8.8 are not fulfilled, and shall expire at the time specified in Appendix B, unless previously terminated under the terms of this Article 7.

7.2 In the event that the **Licensee** is in default in the performance of any material obligations under this **Agreement**, including but not limited to the obligations listed in Paragraph 7.3 and if the default has not been remedied within ninety (90) days after the date of notice in writing of the default, the **IC** may terminate this **Agreement** by written notice and pursue outstanding royalties owed through procedures provided by the Federal Debt Collection Act.

7.3 The **IC** shall specifically have the right to terminate this **Agreement** by written notice if the **Licensee**:

(a) has not demonstrated that it is executing the research plan submitted with its application for a license or that it has not taken or cannot be expected to take, within a reasonable time, effective steps to achieve the practical application of the **Licensed Patent Rights** as contemplated by this **Agreement**; or

(b) has willfully made a false statement of or willfully omitted a material fact in its application for a license or in any report required by this **Agreement**.

7.4 The **IC** reserves the right according to 35 U.S.C. §209(d)(3) to terminate this **Agreement** if it is determined that this action is necessary to meet the requirements for public use specified by Federal regulations issued after the date of the license and these requirements are not reasonably satisfied by the **Licensee**.

7.5 The **Licensee** shall have a unilateral right to terminate this **Agreement** by giving the **IC** sixty (60) days written notice to that effect.

7.6 Within thirty (30) days of receipt of written notice of the **IC's** unilateral decision to modify or terminate this **Agreement**, the **Licensee** may, consistent with the provisions of 37 C.F.R. §404.11, appeal the decision by written submission to the designated **IC** official. The decision of the designated **IC** official shall be the final agency decision. The **Licensee** may thereafter exercise any and all administrative or judicial remedies that may be accessible.

7.7 If either party desires a modification to this **Agreement**, the parties shall, upon reasonable notice of the proposed modification by the party desiring the change, confer in good faith to determine the desirability of the modification. No modification shall be effective until a written amendment is signed by the signatories to this **Agreement** or their designees.

7.8 Within ninety (90) days of expiration, termination or term extension of this **Agreement** under this Article 7, a final report shall be submitted by the **Licensee**. The **Licensee** shall send the report to the **IC** at the Mailing Address for **Agreement** notices indicated on the Signature Page.

(a) The report shall include, but not be limited to, progress on the research and development involving the **Licensed Patent Rights**, the **Materials,** the **Licensed Products** or the **Licensed Processes**.

(b) Any royalty payments, including those incurred but not yet paid (such as the full minimum annual royalty) due to the **IC** shall become immediately due and payable upon termination or expiration. Unless otherwise specifically provided for under this **Agreement**, upon termination or expiration of this **Agreement**, the **Licensee** shall return all **Materials** and **Licensed Products** to the **IC** or provide the **IC** with written certification of their destruction, unless the **Licensee** has executed a commercialization license for the **Licensed Patent Rights** or **Licensed Products**..

(c) If the term of the **Agreement** is extended at the **Licensee's** request, then the **IC** and the **Licensee** will negotiate in good faith regarding the schedule for reports regarding the information required in 7.8(a);

(d) If the term of this **Agreement** is longer than ten (10) years, then the **IC** may request a status update report after the fifth (5^{th}) year of the **Agreement**; and

(e) The **Licensee** may not be granted additional **IC** licenses if this reporting requirement is not fulfilled.

7.9 Paragraphs 4.3, 4.4, 4.5, 5.4, 6.1-6.5, 7.6, 7.8 and 7.9 of this **Agreement** shall survive termination of this **Agreement**.

8. GENERAL PROVISIONS

8.1 This **Agreement** constitutes the entire agreement between the parties relating to the subject matter of the **Licensed Patent Rights**, and all prior negotiations, representations, agreements, and understandings are merged into, extinguished by, and completely expressed by this **Agreement**.

8.2 The provisions of this **Agreement** are severable, and in the event that any provision of this **Agreement** shall be determined to be invalid or unenforceable under any controlling body of law, such determination shall not in any way affect the validity or enforceability of the remaining provisions of this **Agreement**.

8.3 The construction, validity, performance, and effect of this **Agreement** shall be governed by Federal law as applied by the Federal courts in the District of Columbia.

8.4 All **Agreement** notices required or permitted by this **Agreement** shall be given by prepaid, first class, registered or certified mail properly addressed to the other party at the address designated on the following Signature Page, or to another address as may be designated in writing by such other party, and shall be effective as of the date of the postmark of such notice.

8.5 This **Agreement** shall not be assigned or otherwise transferred (including any transfer by legal process or by operation of law, and any transfer in bankruptcy or insolvency, or in any other compulsory procedure or order of court) except to the **Licensee's Affiliate(s)** without the prior written consent of the **IC**. The parties agree that the identity of the parties is material to the formation of this **Agreement** and that the obligations under this **Agreement** are nondelegable.

8.6 The **Licensee** acknowledges that it is subject to and agrees to abide by the United States laws and regulations (including the Export Administration Act of 1979 and Arms Export Control Act) controlling the export of technical data, computer software, laboratory prototypes, biological materials and other commodities. The transfer of these items may require a license from the appropriate agency of the **Government** or written assurances by the **Licensee** that it shall not export these items to certain foreign countries without prior approval of the agency. The **IC** neither represents that a license is or is not required or that, if required, it shall be issued.

8.7 The parties agree to attempt to settle amicably any controversy or claim arising under this **Agreement** or a breach of this **Agreement**, except for appeals of modification or termination decisions provided for in Article 7. The **Licensee** agrees first to appeal any such unsettled claims or controversies to the designated **IC** official, or designee, whose decision shall be considered the final agency decision. Thereafter, the **Licensee** may exercise any administrative or judicial remedies that may be available.

8.8 The terms and conditions of this **Agreement** shall, at the **IC's** sole option, be considered by the **IC** to be withdrawn from the **Licensee's** consideration and the terms and conditions of this **Agreement**, and the **Agreement** itself to be null and void, unless this **Agreement** is executed by the **Licensee** and a fully executed original is received by the **IC** within sixty (60) days from the date of the **IC** signature found at the Signature Page.

SIGNATURES BEGIN ON NEXT PAGE

NIH NON-EXCLUSIVE PATENT LICENSE AGREEMENT
FOR INTERNAL RESEARCH USE

FOR **IC**:

by: _____ _____
Michael Mowatt, Ph.D. Date
Director, Technology Transfer and Intellectual Property Office
National Institute of Allergy and Infectious Diseases; National Institutes of Health

Mailing Address or E-mail Address for **Agreement** notices and reports:

License Compliance and Administration
Monitoring & Enforcement
Office of Technology Transfer
National Institutes of Health
6011 Executive Boulevard, Suite 325
Rockville, Maryland 20852-3804 U.S.A.

E-mail: LicenseNotices_Reports@mail.nih.gov

For the **Licensee** (Upon information and belief, the undersigned expressly certifies or affirms that the contents of any statements of the **Licensee** made or referred to in this document are truthful and accurate.):

Licensee

by: _____ _____
Signature of Authorized Official Date

David A. Dodd
Printed Name

Chairmand and CEO
Title

I. Official and Mailing Address for **Agreement** notices:

Mr. David A. Dodd
Chairman and CEO
GeoVax, Inc.
1900 Lake Park Drive
Suite 380
Smyrna, GA 30080

678-384-7222
ddodd@geovax.com

E-mail address: ddodd@geovax.com

II. Official and Mailing Address for Financial notices (**Licensee's** contact person for royalty payments)

Mr. Mark W. Reynolds
Chief Financial Officer
GeoVax, Inc.
1900 Lake Park Drive
Suite 380
Smyrna, GA 30080
678-384-7224
mreynolds@geovax.com

E-mail address: mreynolds@geovax.com

Any false or misleading statements made, presented, or submitted to the **Government**, including any relevant omissions, under this **Agreement** and during the course of negotiation of this **Agreement** are subject to all applicable civil and criminal statutes including Federal statutes 31 U.S.C. §§3801-3812 (civil liability) and 18 U.S.C. §1001 (criminal liability including fine(s) or imprisonment).

APPENDIX A – PATENT(S) OR PATENT APPLICATION(S)

Patent(s) or Patent Application(s):

E-552-1982 technology:

HHS Ref. No.	Territory	Application No.	Patent No.
E-552-1982-2-US-03	United States	07/987,546	7045313
E-552-1982-2-US-04	United States	08/470,357	7015024
E-552-1982-2-US-06	United States	08/470,360	6998252
E-552-1982-2-US-05	United States	08/470,359	7045136

E-018-2010 technology:

HHS Ref. No.	Territory	Application No.	Patent No.
E-018-2010-0-US-08	United States	13/502,205	9,133,480
E-018-2010-0-US-10	United States	14/837,382	9,879,231

E-248-2006 technology:

HHS Ref. No.	Territory	Application No.	Patent No.
E-248-2006-0-US-05	United States	12/377,847	9,133,478
E-248-2006-0-US-19	United States	14/833,913	10,421,978
E-248-2006-0-US-26	United States	16/579,276	**presently pending*

APPENDIX B – LICENSED PRODUCTS, PROCESSES, TERRITORY, FIELD OF USE AND TERMINATION

I. **Licensed Territory**:

Facilities of **Licensee** and **Licensee's** contractors within the United States.

II. **Licensed Fields of Use**:

(a) Non-clinical development and non-clinical use of **Licensed Patent Rights** in combination with **Licensee's** proprietary technology for the creation of a therapeutic Ebola-Zaire vaccine or booster that expresses Ebola-Zaire surface glycoprotein (GP) antigen cloned into a first insertion site and Ebola-Zaire VP40 matrix protein antigen cloned into a second insertion site;

(b) Non-clinical development and non-clinical use of **Licensed Patent Rights** in combination with **Licensee's** proprietary technology for the creation of a therapeutic Ebola-Sudan vaccine or booster that expresses Ebola-Sudan surface glycoprotein (GP) antigen cloned into a first insertion site and Ebola-Zaire VP40 matrix protein antigen cloned into a second insertion site;

(c) Non-clinical development and non-clinical use of **Licensed Patent Rights** in combination with **Licensee's** proprietary technology for the creation of a therapeutic Lassa virus vaccine or booster that expresses Lassa surface glycoprotein (GP) antigen cloned into a first insertion site and Lassa Z matrix protein antigen cloned into a second insertion site;

(d) Non-clinical development and non-clinical use of **Licensed Patent Rights** in combination with **Licensee's** proprietary technology for the creation of a therapeutic Marburg virus vaccine or booster that expresses Marburg surface glycoprotein (GP) antigen cloned into a first insertion site and Marburg VP 40 matrix protein antigen cloned into a second insertion site of MVA;

(e) Non-clinical development and non-clinical use of **Licensed Patent Rights** in combination with **Licensee's** proprietary technology for the creation of a therapeutic oncology MVA-VLP vaccine or booster that expresses tumor associated antigen MUC1 in a highly immunogenic format and which also expresses at least one (1) viral matrix protein (Vp40 of Marburg virus);

(f) Non-clinical development and non-clinical use of **Licensed Patent Rights** in combination with **Licensee's** proprietary technology for the creation of a therapeutic oncology MVA-VLP vaccine or booster that expresses CyclinB1 and which also expresses at least one (1) viral matrix protein (Vp40 of Marburg virus);

(g) Non-clinical development and non-clinical use of **Licensed Patent Rights** in combination with **Licensee's** proprietary technology for the creation of a preventive Modified Vaccinia Ankara vaccine or booster against Zika virus that expresses NS1 antigen from Zika virus;

(h) Non-clinical development and non-clinical use of **Licensed Patent Rights** in combination with **Licensee's** proprietary technology for the creation of a preventive MVA "malaria" vaccine or booster expressing one (1) Pfs230 antigen of Plasmodium (parasite) (*falciparum*) and one (1) circumsporozoite protein (CSP) antigen of Plasmodium (parasite) (*falciparum*) and which also expresses at least one (1) viral matrix protein (Vp40 of Marburg virus);

(i) Non-clinical development and non-clinical use of **Licensed Patent Rights** in combination with **Licensee's** proprietary technology for the creation of a preventive MVA "malaria" vaccine or booster expressing one (1) circumsporozoite protein (CSP) antigen of Plasmodium (parasite) (*yoelli*) and which also expresses at least one (1) viral matrix protein (Vp40 of Marburg virus);

(j) Non-clinical development and non-clinical use of **Licensed Patent Rights** in combination with **Licensee's** proprietary technology for the creation of a preventive MVA-VLP "malaria" vaccine or booster expressing one (1) circumsporozoite protein (CSP) antigen of Plasmodium (parasite) (*falciparum*) and which also expresses at least one (1) viral matrix protein (Vp40 of Marburg virus);

(k) Non-clinical development and non-clinical use of **Licensed Patent Rights** in combination with **Licensee's** proprietary technology for the creation of a preventive MVA-VLP "malaria" vaccine or booster expressing one (1) sporozoite micronemal protein essential for cell traversal (SPECT2) antigen of Plasmodium (parasite) (*falciparum*) and which also expresses at least one (1) viral matrix protein (Vp40 of Marburg virus);

(l) Non-clinical development and non-clinical use of **Licensed Patent Rights** in combination with **Licensee's** proprietary technology for the creation of a preventive MVA-VLP "malaria" vaccine or booster expressing one (1) GTP-binding protein, putative (PF3D7_1462300) antigen of Plasmodium (parasite) (*falciparum*) and which also expresses at least one (1) viral matrix protein (Vp40 of Marburg virus);

(m) Non-clinical development and non-clinical use of **Licensed Patent Rights** in combination with **Licensee's** proprietary technology for the creation of a preventive MVA-VLP "malaria" vaccine or booster expressing one (1) antigen encoded by the PF3D7_0813400 gene of Plasmodium (parasite) (*falciparum*) and which also expresses at least one (1) viral matrix protein (Vp40 of Marburg virus); and,

(n) Non-clinical development and non-clinical use of **Licensed Patent Rights** in combination with combination with **Licensee's** proprietary technology for the creation of a MVA expressing at least one (1) "L-01 microtide" peptide capable of acting as a checkpoint inhibitor for use as an adjuvant in a vaccine strategy; and,

(o) Non-clinical development and non-clinical use of **Licensed Patent Rights** in combination with combination with **Licensee's** proprietary technology for the creation of a MVA expressing at least one (1) "L-10 microtide" peptide capable of acting as a checkpoint inhibitor for use as an adjuvant in a vaccine strategy.

III. Termination:

(a) This **Agreement** shall expire ten (10) years from the effective date as defined in Paragraph 7.1 unless previously terminated under Article 7.

APPENDIX C – ROYALTIES

[This appendix has been redacted in its entirety]

APPENDIX D – ROYALTY PAYMENT OPTIONS

New Payment Options Effective March 2018

The License Number MUST appear on payments, reports and correspondence.

Credit and Debit Card Payments: Credit and debit card payments can be submitted for amounts up to $24,999. Submit your payment through the U.S. Treasury web site located at: **https://www.pay.gov/public/form/start/28680443.**

Automated Clearing House (ACH) for payments through U.S. banks only

The **IC** encourages its licensees to submit electronic funds transfer payments through the Automated Clearing House (ACH). Submit your ACH payment through the U.S. Treasury web site located at: https://www.pay.gov/public/form/start/28680443. Please note that the IC "only" accepts ACH payments through this U.S. Treasury web site.

Electronic Funds Wire Transfers: The following account information is provided for wire payments. In order to process payment via Electronic Funds Wire Transfer sender MUST supply the following information within the transmission:

Drawn on a **U.S. bank account** via FEDWIRE:

Please provide the following instructions to your Financial Institution for the remittance of Fedwire payments to the **NIH ROYALTY FUND**.

Fedwire Field Tag	Fedwire Field Name	Required Information
{1510}	Type/Subtype	**1000**
{2000}	Amount	*(enter payment amount)*
{3400}	Receiver ABA routing number*	**021030004**
{3400}	Receiver ABA short name	**TREAS NYC**
{3600}	Business Function Code	**CTR** (*or CTP*)
{4200}	Beneficiary Identifier (account number)	*(enter 12 digit gateway account #)* **875080031006**
{4200}	Beneficiary Name	*(enter agency name associated with the Beneficiary Identifier)* **DHHS / NIH (75080031)**
{5000}	Originator	*(enter the name of the originator of the payment)* **COMPANY NAME**
{6000}	Originator to Beneficiary Information – Line 1	*(enter information to identify the purpose of the payment)* **ROYALTY**

Fedwire Field Tag	Fedwire Field Name	Required Information
{6000}	Originator to Beneficiary Information – Line 2	*(enter information to identify the purpose of the payment)* **LICENSE NUMBER**
{6000}	Originator to Beneficiary Information – Line 3	*(enter information to identify the purpose of the payment)* ***INVOICE NUMBER***
{6000}	Originator to Beneficiary Information – Line 4	*(enter information to identify the purpose of the payment)*
Notes: *The financial institution address for Treasury's routing number is 33 Liberty Street, New York, NY 10045.		

Agency Contacts: Office of Technology Transfer (OTT) (301) 496-7057 OTT-Royalties@mail.nih.gov

Drawn on a **foreign bank account** via FEDWIRE:

The following instructions pertain to the Fedwire Network. Deposits made in US Dollars (USD).

Should your remitter utilize a correspondent US domestic bank in transferring electronic funds, the following Fedwire instructions are applicable.

Fedwire Field Tag	Fedwire Field Name	Required Information
{1510}	Type/Subtype	**1000**
{2000}	Amount	*(enter payment amount)*
{3100}	Sender Bank ABA routing number	*(enter the US correspondent bank's ABA routing number)*
{3400}	Receiver ABA routing number*	**021030004**
{3400}	Receiver ABA short name	**TREAS NYC**
{3600}	Business Function Code	**CTR** (*or CTP*)
{4200}	Beneficiary Identifier (account number)**	*(enter 12 digit gateway account #)* **875080031006**
{4200}	Beneficiary Name	*(enter agency name associated with the Beneficiary Identifier)* **DHHS / NIH (75080031)**
{5000}	Originator	*(enter the name of the originator of the payment)* **COMPANY'S NAME**
{6000}	Originator to Beneficiary Information – Line 1	*(enter information to identify the purpose of the payment)*

Fedwire Field Tag	Fedwire Field Name	Required Information
		ROYALTY
{6000}	Originator to Beneficiary Information – Line 2	*(enter information to identify the purpose of the payment)* **LICENSE NUMBER**
{6000}	Originator to Beneficiary Information – Line 3	*(enter information to identify the purpose of the payment)* ***INVOICE NUMBER***
{6000}	Originator to Beneficiary Information – Line 4	*(enter information to identify the purpose of the payment)*
Notes: *The financial institution address for Treasury's routing number is 33 Liberty Street, New York, NY 10045. **Anything other than the 12 digit gateway account # will cause the Fedwire to be returned – **SWIFT CODE: FRNYUS33**		

Agency Contacts:

Office of Technology Transfer (OTT) (301) 496-7057 OTT-Royalties@mail.nih.gov

Checks

All checks should be made payable to "NIH Patent Licensing"

Checks drawn on a **U.S. bank account** and sent by US Postal Service should be sent directly to the following address:

National Institutes of Health
P.O. Box 979071
St. Louis, MO 63197-9000

Checks drawn on a U.S. bank account and sent by **overnight or courier** should be sent to the following address:

US Bank
Government Lockbox SL-MO-C2GL
1005 Convention Plaza
St. Louis, MO 63101
Phone: 314-418-4087

Checks drawn on a **foreign bank account** should be sent directly to the following address:

National Institutes of Health
Office of Technology Transfer
License Compliance and Administration
Royalty Administration

6011 Executive Boulevard
Suite 325, MSC 7660
Rockville, Maryland 20852

Exhibit 99.1

GeoVax Announces License Agreement with NIH to Support Continued Advancements in Vaccine Development

ATLANTA, GA, November 30, 2020 – GeoVax Labs, Inc. (NasdaqCM: GOVX, GOVXW) ("GeoVax" or the "Company"), a biotechnology company developing human immunotherapies and vaccines against infectious diseases and cancer, today announced the signing of a Patent and Biological Materials License Agreement (the "License Agreement") with the National Institute of Allergy and Infectious Diseases (NIAID), part of the National Institutes of Health (NIH), in support of GeoVax's non-clinical development of vaccines against numerous pathogens.

The License Agreement provides GeoVax with access to certain materials and patent rights owned by agencies of the Department of Health and Human Services (HHS) for use in combination with the Company's proprietary technology for the creation of preventive and/or therapeutic vaccines against Ebola-Zaire, Ebola-Sudan, Lassa virus, Marburg virus, Zika virus and malaria. The agreement also extends to the Company's research and development efforts in certain oncology areas. The agreement provides GeoVax with nonexclusive rights for the nonclinical development and manufacturing of its vaccine and immunotherapy candidates using HHS patents and materials. Financial terms of the License Agreement were not disclosed.

David Dodd, GeoVax President and CEO, commented, "This research license agreement is important to GeoVax's ongoing vaccine and cancer immunotherapy developments as it provides us with the rights for continued use of the HHS patents and materials in our research and development programs. If we later decide to commercialize vaccine candidates that are subject to this license, we will negotiate appropriate commercialization licenses at that time, similar to that recently completed related to our COVID-19 vaccine program."

About GeoVax

GeoVax Labs, Inc. is a clinical-stage biotechnology company developing human vaccines against infectious diseases and cancer using a novel patented Modified Vaccinia Ankara-Virus Like Particle (MVA-VLP) based vaccine platform. On this platform, MVA, a large virus capable of carrying several vaccine antigens, expresses proteins that assemble into VLP immunogens within (*in vivo*) the person receiving the vaccine. The production of VLPs in the person being vaccinated can mimic virus production in a natural infection, stimulating both the humoral and cellular arms of the immune system to recognize, prevent, and control the target infection. The MVA-VLP derived vaccines can elicit durable immune responses in the host similar to a live-attenuated virus, while providing the safety characteristics of a replication-defective vector.

GeoVax's current development programs are focused on preventive vaccines against COVID-19, HIV, Zika Virus, hemorrhagic fever viruses (Ebola, Sudan, Marburg, and Lassa), and malaria, as well as therapeutic vaccines against multiple cancers. The Company has designed a preventive HIV vaccine candidate to fight against the subtype of HIV prevalent in the commercial markets of the Americas, Western Europe, Japan, and Australia; human clinical trials for this program are managed by the HIV Vaccine Trials Network (HVTN) with the support of the National Institutes of Health (NIH). GeoVax's HIV vaccine candidate is also part of two separate collaborative efforts to apply its innovative gene therapy approach toward a functional cure for HIV.

Forward-Looking Statements

This release contains forward-looking statements regarding GeoVax's business plans and financial result. This release and the related conference call discuss forward-looking statements regarding GeoVax's ability to implement its business plan, expected revenues and future success. The words "believe," "may," "estimate," "continue," "anticipate," "intend," "should," "plan," "could," "target," "potential," "is likely," "will," "expect" and similar expressions, as they relate to us, are intended to identify forward-looking statements. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy and financial needs. Actual results may differ materially from those included in these statements due to a variety of factors, including whether: GeoVax can develop and manufacture its vaccines with the desired characteristics in a timely manner, GeoVax's vaccines will be safe for human use, GeoVax's vaccines will effectively prevent targeted infections in humans, GeoVax's vaccines will receive regulatory approvals necessary to be licensed and marketed, GeoVax raises required capital to complete vaccine development, there is development of competitive products that may be more effective or easier to use than GeoVax's products, GeoVax will be able to enter into favorable manufacturing and distribution agreements, the impact of the COVID-19 pandemic continues, and other factors, over which GeoVax has no control.

Further information on our risk factors is contained in our most recent Quarterly Report on Form 10-Q that we have filed with the SEC. Any forward-looking statement made by us herein speaks only as of the date on which it is made. Factors or events that could cause our actual results to differ may emerge from time to time, and it is not possible for us to predict all of them. We undertake no obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

Contact:
GeoVax Labs, Inc.
investor@geovax.com
678-384-7220