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): **December 4, 2019**

TREVENA, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

001-36193	**26-1469215**
(Commission File No.)	(IRS Employer Identification No.)

955 Chesterbrook Boulevard, Suite 110
Chesterbrook, PA 19087
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: **(610) 354-8840**

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:

☐ 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, $0.001 par value	TRVN	The Nasdaq Stock Market LLC

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 1.01 Entry into a Material Definitive Agreement.

On December 4, 2019, Trevena, Inc. (the "***Company***") and Pfizer CenterOne Group of Pfizer Inc. ("***Pfizer***") entered into an amendment (dated December 2, 2019) (the "***Amendment***") to the Development and Supply Agreement, dated as of December 15, 2016 (the "***Agreement***"). Pursuant to the Amendment, the Company and Pfizer agreed to, among other things, (i) clarify that the first "commercial year" shall commence after the month in which the Company makes its first *bona fide* commercial sale of a product manufactured by Pfizer in accordance with the Agreement, and (ii) modify the termination rights, such that either party may terminate the Agreement if the U.S. Food and Drug Administration or other regulatory authority does not grant regulatory approval for a product covered by the Agreement by December 31, 2021.

Except as modified by the Amendment, all terms and conditions of the Agreement remain in full force and effect.

The foregoing summary of the Amendment is not complete and is qualified in its entirety by reference to the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1^	Amendment No. 2 to Development and Supply Agreement, by and between the Company and Pfizer CenterOne Group of Pfizer Inc, dated as of December 2, 2019.

^ Pursuant to Item 601(b)(10)(iv) of Regulation S-K promulgated by the Securities and Exchange Commission (the "***SEC***"), certain portions of this exhibit have been redacted. The Company hereby agrees to furnish supplementally to the SEC, upon its request, an unredacted copy of this exhibit.

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.

TREVENA, INC.

Date: December 9, 2019

By: /s/ Barry Shin
Barry Shin
Chief Financial Officer

Exhibit 10.1

AMENDMENT NO. 2

TO

DEVELOPMENT AND SUPPLY AGREEMENT

This Second Amendment ("2nd ***Amendment***") is made as of this 2nd day of December 2019 (the "***Amendment Effective Date***") is between **Trevena, Inc.** (***"Trevena"***) and the **Pfizer Centreone Group of Pfizer Inc.** (***"Pfizer"***).

Whereas, Pfizer and Trevena are parties to that certain Development and Supply Agreement (the ***"Agreement"***) dated as of December 15, 2016 relating to the development, manufacture and supply by Pfizer for Trevena of Trevena's proprietary pharmaceutical compound, Oliceridine ("***Product***");

Whereas, in order to mitigate supply risks for the Product in accordance with Trevena's business plan, the parties have determined that it is in their mutual interests to proceed with a formal technical transfer plan fully to qualify the Pfizer Rocky Mount facility as the site for the manufacture of the Product;

Whereas, Pfizer is in agreement fully to support the technical transfer plan and to implement the plan as soon as possible;

Whereas, in order to undertake and complete the mitigation plan, that Parties have agreed to modify the Agreement to regarding mutual rights of termination as provided herein; and

Whereas, Pfizer and Trevena wish to amend the Agreement to reflect their mutual agreement, as provided in this 2nd Amendment.

Now, Therefore, in consideration of the mutual covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pfizer and Trevena agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

2. Definitions.

   a. Section 1.10 is hereby amended by replacing the existing definition in its entirety with the following new definition:

   "Commercial Year" means each period of twelve (12) consecutive calendar months during this Agreement beginning on January 1st and ending December 31st, except for the first Commercial Year, which shall commence on the first day of the month after the month in which Trevena makes its first *bona fide* commercial sale of a Product manufactured by Pfizer in accordance with this Agreement to a non- Affiliate customer and ends on December 31st of the following year.

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED. OMISSIONS ARE DESIGNATED [***]

b. Section 1.21 is hereby amended by replacing the existing definition in its entirety with the following new definition:

"***Facility***" means Pfizer's pharmaceutical manufacturing plant at Rocky Mount, North Carolina or such other manufacturing facility agreed by the parties in writing."

3. Section 10.3 (General Termination Rights). The Parties hereby agree to delete Section 10.3(a) of the Agreement in its entirety and to replace it with the following amended provisions:

Either Party may terminate this Agreement:

"(a) ***Failure to Obtain Regulatory Approval.*** Upon [***] days written notice if the FDA or other relevant Regulatory Authority does not grant Regulatory Approval for the Product by December 31, 2021; or"

4. Supplemental Statement of Work. A new Statement of Work, No. [***] is hereby added to this Agreement in the form as attached hereto as Annex A, attached hereto. The goal of the project is to wind-down, cease and transfer all development and manufacturing work on the Trevena Products from the McPherson Facility to the Rocky Mount Facility. Pfizer will ensure that technical transfer work to be carried out under Statement of Work No. [***] shall be done in a professional and business-like manner, including the manufacturing of stability, validation and registration batches of Products thereunder and that such manufacturing will be in accordance with the Manufacturing Process and the Specifications as transferred from Trevena to Pfizer under the Agreement.

5. All other terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified and confirmed.

6. In the event that there are any conflicts between the terms of this 2nd Amendment and the terms of the Agreement, the terms of this 2nd Amendment shall control. The terms of this 2nd Amendment shall be controlling over any terms of any purchase order, sales acknowledgement, invoice or other such documents issued by either party.

7. This 2nd Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one and the same agreement.

8. Delivery of a signed 2nd Amendment by reliable electronic means, including facsimile or email, shall be an effective method of delivering the executed 2nd Amendment. This 2nd Amendment may be stored by electronic means and either an original or an electronically stored copy of this 2nd Amendment can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the parties to this 2nd Amendment.

SIGNATURE PAGE FOLLOWS

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In Witness Whereof, the parties hereto have caused their authorized representatives to execute this 2nd Amendment as of the Amendment Effective Date.

PFIZER CENTREONE PFIZER, INC.		**TREVENA, INC.**	
By:	/s/ Thomas P Wilson (Signature)	By:	/s/ Mark A Demitrack MD (Signature)
Name:	Thomas P Wilson	Name:	Mark A Demitrack MD
Title:	Pfizer CenterOne Contract Manufacturing Business Leader	Title:	Chief Medical Officer

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Statement of Work NO. [***]

[***] (7 pages omitted)

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