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**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): September 20, 2016

**CORBUS PHARMACEUTICALS HOLDINGS, INC.**

*(Exact name of registrant as specified in its charter)*

**Delaware**  
*(State or other jurisdiction  
of incorporation)*

**001-37348**  
*(Commission  
File Number)*

**46-4348039**  
*(IRS Employer  
Identification No.)*

**100 River Ridge Drive, Norwood, MA**  
*(Address of principal executive offices)*

**02062**  
*(Zip Code)*

Registrant's telephone number, including area code: **(617) 963-0100**

**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))
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**Item 1.01. Entry into a Material Definitive Agreement.**

On September 20, 2016, Corbus Pharmaceuticals Holdings, Inc. (the “Company”) entered into a consulting agreement (the “Consulting Agreement”) with Orchestra Medical Ventures, LLC, a Delaware limited liability company (“Orchestra”), a healthcare investment management firm, pursuant to which Orchestra will provide consulting and advisory services related to identifying and evaluating strategic relationships, licensing opportunities and business strategies for the Company. David Hochman, a member of the Company’s Board of Directors, is the Managing Partner of Orchestra.

The term of the Consulting Agreement will commence on September 20, 2016 and expire on March 20, 2017, subject to renewal upon mutual agreement of the parties. Pursuant to the terms of the Consulting Agreement, the Company will pay to Orchestra cash compensation in an aggregate amount of \$100,000, payable in equal monthly installments. In addition, as approved by the Company’s Compensation Committee, effective as of September 16, 2016, the Company granted an equity incentive award to Orchestra consisting of options to purchase 50,000 shares (the “Option Shares”) of the Company’s common stock, par value \$0.0001 per share, (the “Option Award”) pursuant to the Company’s 2014 Equity Compensation Plan (the “Plan”). The Option Award shall be made in accordance with the terms of the Plan and fifty percent (50%) of the Option Shares will vest on the three (3) month anniversary of the date of grant of the Option Award with the remainder of the Option Shares vesting on the six (6) month anniversary of the date of grant of the Option Award.

The foregoing summary of the Consulting Agreement does not purport to be complete and is qualified in its entirety by reference to the Consulting Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Consulting Agreement, dated September 20, 2016, by and between the Company and Orchestra

**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.

**CORBUS PHARMACEUTICALS HOLDINGS, INC.**

Dated: September 21, 2016

By: /s/ Yuval Cohen

Name: Yuval Cohen

Title: Chief Executive Officer

**Exhibit Index**

<u>Exhibit No.</u>	<u>Description</u>
10.1	Consulting Agreement, dated September 20, 2016, by and between the Company and Orchestra



**AGREEMENT BETWEEN ORCHESTRA MEDICAL VENTURES, LLC AND CORBUS  
PHARMACEUTICALS HOLDINGS, INC.**

**THIS AGREEMENT** is made as of this 20th day of September 2016, by and between Orchestra Medical Ventures, LLC, a Delaware limited liability company ("**Orchestra**") and Corbus Pharmaceuticals Holdings, Inc., a Delaware corporation ("**Corbus**").

**WHEREAS**, Orchestra is a healthcare investment management firm capable of providing consulting and advisory services to Corbus.

**NOW THEREFORE**, in consideration of the mutual covenants of the parties set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Term & Obligations** The term of this Agreement shall be for six (6) months from the date hereof. This Agreement may be extended by mutual agreement of the parties. During the term of this Agreement, Orchestra shall provide a variety of consulting and advisory services to Corbus relating principally to identifying and evaluating strategic relationships, licensing opportunities, and business strategies.

**2. Consideration to Consultant** During the term of this Agreement, Corbus shall provide cash compensation to Orchestra in an aggregate amount of \$100,000, payable in equal installments, monthly in advance, with the first payment to be made on October 1, 2016. In addition, as previously approved by Corbus' Compensation Committee, effective as of September 16, 2016, Corbus shall provide an equity incentive award to Orchestra consisting of options to purchase 50,000 shares (the "**Option Shares**") of the Company's common stock, par value \$0.0001 per share (the "**Option Award**") pursuant to the Company's 2014 Equity Compensation Plan (the "**Plan**"). The Option Award shall be made in accordance with the terms of the Plan and fifty percent (50%) of the Option Shares will vest on the three (3) month anniversary of the date of grant of the Option Award with the remainder of the Option Shares vesting on the six (6) month anniversary of the date of grant of the Option Award.

**3. Independent Contractor Status** The parties intend for the relationship between Corbus and Orchestra to be that of an independent contractor. Orchestra shall be responsible for all income and other taxes imposed on Orchestra under applicable law by reason of any of the payments made by Corbus and its affiliates pursuant to this Agreement.

**4. Confidential Information**

- i) **Corbus Information**. At all times during the term of this Agreement and thereafter, Orchestra and its officers, directors and affiliates shall hold in strictest confidence, and not use, except for the benefit of Corbus and its affiliates, or disclose to any person, firm or corporation without written authorization of the Board of Directors of Corbus, any Confidential Information of Corbus or its affiliates. "**Confidential Information**" means any proprietary information, technical data, trade secrets or know-how of Corbus and its affiliates, including, but not limited to, research, product plans, products, services, customer lists and customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to Orchestra by Corbus or its affiliates either directly or indirectly, in writing, orally, by drawings, or by observation of parts or equipment. Confidential Information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of Orchestra or of others who were under confidentiality obligations as to the item or items involved.
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ii) **Consultant's Information.** At all times during the term of this Agreement and thereafter, Corbus and its other consultants, directors, investors and affiliates, shall hold in strictest confidence, and not use, or disclose to any person, firm or corporation without written authorization of Orchestra any Confidential Information of Orchestra. Thus, "**Confidential Information**" also means any proprietary information, technical data, trade secrets or know-how of Orchestra, including, but not limited to, research, product plans, products, services, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, or other business information disclosed to Corbus and its other consultants, directors, investors and affiliates, by Orchestra either directly or indirectly, in writing, orally, by drawings, or by observation of parts or equipment. Confidential Information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of Corbus or of others who were under confidentiality obligations as to the item or items involved.

**5. Separability of Terms** Each obligation and consideration in this Agreement is separately enforceable and the parties' requirements to perform these obligations are separate and independent. In the event any provision, paragraph or clause either lapses in its terms or becomes unenforceable for any reason all remaining provisions, paragraphs or clauses shall remain in full force and effect.

**6. Notices** All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, by recognized overnight courier marked for overnight delivery, or by registered or certified mail, postage prepaid, address as follows:

If to Orchestra, to:

David Hochman  
Managing Partner  
Orchestra Medical Ventures, LLC  
150 Union Square Drive  
New Hope, PA 18938  
E-mail: dhochman@orchestramv.com

or at such other address at which Orchestra may from time to time maintain its principal executive offices.

If to Corbus, at:

Yuval Cohen, PhD  
Corbus Pharmaceuticals Holdings, Inc.  
100 River Ridge Drive, Suite 103  
Norwood, MA 02062  
E-mail: [ycohen@corbuspharma.com](mailto:ycohen@corbuspharma.com)  
Telephone: (617) 963-0102

or at such other address at which Corbus may from time to time maintain its principal executive offices.

All such notices and communications shall be effective, or if sent by nationally recognized overnight courier service, one business day after delivery to such courier service marked for overnight delivery, or, if mailed, when received, or if e-mailed upon confirmation of receipt.

**7. Applicable Law** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without reference to or application of any conflicts of laws principles.

**8. Counterparts** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**So Accepted and Agreed:**

ORCHESTRA MEDICAL VENTURES, LLC

By: /s/ David Hochman  
David Hochman, Managing Partner

CORBUS PHARMACEUTICALS HOLDINGS, INC

By: /s/ Sean Moran  
Sean Moran, Chief Financial Officer



