UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): **February 21, 2017**

EYEGATE PHARMACEUTICALS, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

001-36672	**98-0443284**
(Commission File Number)	(IRS Employer Identification No.)
271 Waverley Oaks Road **Suite 108** **Waltham, MA**	**02452**
(Address of principal executive offices)	(Zip Code)

(781) 788-9043
(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 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))

Item 1.01 Entry Into a Material Definitive Agreement.

On February 21, 2017, Eyegate Pharmaceuticals, Inc. (the "Company") and its wholly owned subsidiary EyeGate Pharma S.A.S. entered into a License Agreement (the "Agreement") with Valeant Pharmaceuticals Ireland ("Valeant"), with respect to the development and commercialization of the Company's EGP-437 combination product, which delivers the drug EGP-437, a reformulated topically active corticosteroid, dexamethasone phosphate, into the ocular tissues through the Company's proprietary iontophoresis drug delivery system, the EyeGate® II Delivery System (the "Product"). Under the Agreement, the Company granted Valeant (i) an exclusive license to manufacture, sell, distribute, commercialize and otherwise exploit the Product throughout the world (the "Territory") for use in the field of ocular iontophoretic treatment for post-operative ocular inflammation and pain in ocular surgery patients (the "Field"), (ii) an exclusive license to develop the Product in the Field outside of the United States, and (iii) a license, being exclusive except as to the Company, to develop the Product in the Field in the United States. The Company also granted Valeant a certain right of last refusal in the event the Company seeks to manufacture, commercialize or otherwise exploit the Product in the Territory outside the Field.

The Company will be responsible for conducting development work supporting regulatory approval of the Product in the United States for the Field, subject to a development plan agreed upon by a joint steering committee established by the parties to coordinate activities with respect to the rights and obligations set forth in the Agreement. In connection with such development, the Company will bear the costs of the development work in the United States and Valeant will bear the costs of any development in the Field outside of the United States. If a regulatory authority requires a post-marketing study or other post-approval development work in connection with marketing authorization in the United States, the Company and Valeant will negotiate a development plan and split the costs associated with any such work. For a certain period of time, neither party will develop, make or have made, promote, market, sell or distribute competitive products in the Territory, subject to certain exceptions.

The Company will be responsible for filing and obtaining the marketing authorization from the Food and Drug Administration (the "FDA") for the Product in the Field in the United States. Promptly following receipt of such U.S. marketing authorization, the Company shall transfer such marketing authorization to Valeant and, thereafter, Valeant shall be responsible for all communications with the FDA. Valeant will be responsible, at its own cost and in its sole discretion, for filing any regulatory applications in countries in the Territory outside of the United States and will have the exclusive right, at its own cost and in its sole discretion, to commercialize the Product in the Field throughout the Territory.

Under the Agreement, Valeant will pay the Company an upfront payment of $4.0 million. The Company is eligible to receive milestone payments totaling up to approximately $99.0 million, upon and subject to the achievement of certain specified developmental and commercial milestones. In addition, the Company is eligible to receive royalties based on a specified percent of net sales of the Product in the Territory, subject to adjustment in certain circumstances.

Either party may terminate the Agreement in its entirety if the other party materially breaches the Agreement and the breach remains uncured for a defined cure period, and either party may terminate the Agreement in its entirety upon the bankruptcy of the other party. The Company may terminate the Agreement following commercial launch of the Product if Valeant ceases selling and distributing the Product in the United States for a defined period of time, subject to certain limitations. Valeant may terminate the Agreement at any time, on a without cause basis, by providing 90 days written notice, or immediately upon the determination by a court of competent jurisdiction if Valeant's actions pursuant to the terms of the Agreement infringe upon the intellectual property rights of a third party or violate applicable law.

The press release dated February 21, 2017 announcing the entry into the Agreement is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The foregoing description of the Agreement does not purport to be a complete description of all of the terms of the Agreement, and is qualified in its entirety by reference to the full text of the Agreement, a copy of which will be filed with the Securities and Exchange Commission (the "Commission") as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ending March 31, 2017 (the "Form 10-Q"). Certain terms of the Agreement have been omitted from this Current Report on Form 8-K and will be omitted from the version of the Agreement to be filed as an exhibit to the Form 10-Q pursuant to a Confidential Treatment Request that the Company plans to submit to the Commission at the time of the filing of the Form 10-Q.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

The Company hereby files the following exhibit:

99.1 Press Release dated February 21, 2017.

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 thereunto duly authorized.

EYEGATE PHARMACEUTICALS, INC.

By: /s/ Stephen From
Stephen From
President and Chief Executive Officer

Date: February 21, 2017

Exhibit Index

99.1 Press Release dated February 21, 2017.

Exhibit 99.1

International Headquarters
2150 St. Elzéar Blvd. West
Laval, Quebec H7L 4A8
Phone: 514.744.6792
Fax: 514.744.6272

Contact Information:

Valeant
Elif McDonald
514-856-3855
877-281-6642 (toll free)
elif.mcdonald@valeant.com

EyeGate Pharmaceuticals
Lee Roth / Janhavi Mohite
646-536-7012 / 7026
lroth@theruthgroup.com / jmohite@theruthgroup.com

Media:
Renée Soto
or
Chris Kittredge/Jared Levy
Sard Verbinnen & Co.
212-687-8080

VALEANT PHARMACEUTICALS AND EYEGATE ENTER INTO LICENSING AGREEMENT FOR EGP-437 COMBINATION PRODUCT IN POST-OPERATIVE PAIN AND INFLAMMATION IN OCULAR SURGERY PATIENTS

Novel Approach Offers Eye Care Practitioners
Delivery Alternative for Post-Operative Therapeutic Regimens

LAVAL, QUEBEC and WALTHAM, MA – FEBRUARY 21, 2017 -Valeant Pharmaceuticals International, Inc. (NYSE: VRX and TSX: VRX) ("Valeant") and EyeGate Pharmaceuticals, Inc. (Nasdaq: EYEG) ("EyeGate"), a specialty pharmaceutical company that focuses on developing and commercializing products for treating diseases and disorders of the eye, today announced that they have entered into an exclusive, worldwide licensing agreement through which EyeGate has granted a subsidiary of Valeant exclusive, worldwide commercial and manufacturing rights to the EyeGate® II Delivery System and EGP-437 combination product candidate for the treatment of post-operative pain and inflammation in ocular surgery patients.

This partnership follows a 2015 agreement in which Valeant secured an exclusive worldwide licensefor its subsidiary to this product for uveitis. Valeant has maintained its right of last negotiation to license the product for other indications.

"We are pleased to extend our relationship with EyeGate, and to obtain the global commercial and manufacturing rights to the EyeGate II Delivery System for the indication of post-operative inflammation and pain in ocular surgery patients. We believe that the product has significant potential in the market as part of our Bausch + Lomb business and applaud EyeGate for a remarkable job in advancing the product's development in both uveitis and cataract surgery," said Joseph C. Papa, Chairman and CEO of Valeant. "We look forward to further supporting EyeGate as they continue their progress in bringing this product to market to meet the needs of our customers and their patients."

"This second licensing agreement with Valeant provides an important validation of both the clinical and commercial potential of iontophoretic EGP-437. We believe that Bausch + Lomb's sales, marketing and commercial capabilities in ophthalmology are unrivalled, making them the optimal partner to bring this unique product to market," said Stephen From, President and Chief Executive Officer of EyeGate. "For the approximately 3 million cataract surgery patients in the U.S. each year, adherence to the post-operative therapeutic regimen is imperative. As many of these patients are older and may struggle with self-administration of corticosteroid eye drops, we believe that iontophoretic EGP-437 administered by the eye care practitioner will provide a promising new treatment in addressing the needs of this large patient population."

Under the license agreement, EyeGate received an upfront cash payment and has the potential to receive certain development-based milestone payments, as well as additional milestone payments based on the achievement of certain cumulative and annual sales milestones. Additionally, EyeGate will receive royalties on Valeant's net sales of the product.

EyeGate will be responsible for the continued development of the EyeGate II delivery system in the U.S. for the treatment of post-operative pain and inflammation in ocular surgery patients, and all associated costs. Valeant has the right to further develop the product outside of the U.S., at its cost. In December 2016, EyeGate reported positive top-line data from a Phase 1b/2a trial assessing iontophoretic EGP-437 in the treatment of ocular inflammation and pain in post-surgical cataract patients.

About Valeant

Valeant Pharmaceuticals International, Inc. (NYSE/TSX:VRX) is a multinational specialty pharmaceutical company that develops, manufactures and markets a broad range of pharmaceutical products primarily in the areas of dermatology, gastrointestinal disorders, eye health, neurology and branded generics. More information about Valeant can be found at www.valeant.com.

About EyeGate

EyeGate is a clinical-stage specialty pharmaceutical company that is focused on developing and commercializing products for treating diseases and disorders of the eye. EGP-437, EyeGate's first product in clinical trials, incorporates a reformulated topically active corticosteroid, Dexamethasone Phosphate that is delivered into the ocular tissues through EyeGate's proprietary innovative drug delivery system, the EyeGate II Delivery System. In addition, EyeGate is developing, through its wholly-owned Jade subsidiary, products using cross-linked thiolated carboxymethyl hyaluronic acid ("CMHA-S"), a modified form of the natural polymer hyaluronic acid (HA), which possesses unique physical and chemical properties such as hydration and healing properties. The ability of CMHA-S to adhere longer to the ocular surface, resist degradation and protect the ocular surface makes it well-suited for treating various ocular surface injuries. For more information, please visit www.EyeGatePharma.com.

Forward-looking Statements

This press release may contain forward-looking statements which may generally be identified by the use of the words "anticipates," "expects," "intends," "plans," "should," "could," "would," "may," "will," "believes," "estimates," "potential," "target," or "continue" and variations or similar expressions. These statements are based upon the current expectations and beliefs of management and are subject to certain risks and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. These risks and uncertainties include, but are not limited to, risks and uncertainties discussed in the most recent annual or quarterly reports of Valeant and Eyegate and detailed from time to time in Valeant's and Eyegate's other filings with the Securities and Exchange Commission and Valeant's other filings with the Canadian Securities Administrators, which factors are incorporated herein by reference. Readers are cautioned not to place undue reliance on any of these forward-looking statements. These forward-looking statements speak only as of the date hereof. Neither Valeant nor Eyegate undertakes any obligation to update any of these forward-looking statements to reflect events or circumstances after the date of this press release or to reflect actual outcomes, unless required by law.

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