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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): 09/30/2010**

**Dynavax Technologies Corporation**

(Exact name of registrant as specified in its charter)

**Commission File Number: 001-34207**

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

**33-0728374**  
(IRS Employer  
Identification No.)

**2929 Seventh Street, Suite 100**  
**Berkeley, CA 94710-2753**  
(Address of principal executive offices, including zip code)

**(510) 848-5100**  
(Registrant's telephone number, including area code)

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

On September 30, 2010, Dynavax Technologies Corporation (the "Company") entered into a Third Amendment to the Agreement dated September 1, 2006 by and between the Company and AstraZeneca AB ("AZ") (the "Agreement") dated September 30, 2010 (the "Amendment") to amend certain indemnification obligations.

A copy of the Amendment is attached hereto as Exhibit 10.54 to this current report on Form 8-K and is incorporated herein by reference. The foregoing description of the terms of the Amendment does not purport to be complete, and is qualified in its entirety by reference to such exhibit.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibit

Exhibit No. Description

10.54 Amendment No. 3 to the Agreement dated September 1, 2006 by and between the Company and AstraZeneca AB ("AZ") (the "Agreement") dated September 30, 2010 (the "Amendment")

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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.

Dynavax Technologies Corporation

Date: October 04, 2010

By: /s/ Michael S. Ostrach

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Michael S. Ostrach

Vice President

## EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Description</b>
EX-10.54	Amendment No. 3 to the Agreement dated September 1, 2006 by and between the Company and AstraZeneca AB ("AZ") (the "Agreement") dated September 30, 2010 (the "Amendment")

## AMENDMENT NO. 3

## RESEARCH COLLABORATION AND LICENSE AGREEMENT

This **AMENDMENT NO. 3** (the “**Amendment**”) is effective as of September 30, 2010 (the “**Amendment Effective Date**”), by and between AstraZeneca AB, a company incorporated in Sweden under no. 556011-7482 with offices at S-151 85 Södertälje, Sweden (“**AstraZeneca**”) and Dynavax Technologies Corporation, a Delaware corporation with offices at 2929 Seventh Street, Suite 100, Berkeley, California 94710-2753, USA (“**Dynavax**”). AstraZeneca and Dynavax are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

## RECITALS

**WHEREAS**, the Parties are party to the Research Collaboration and License Agreement entered into as of September 1, 2006, as amended (the “**Agreement**”), whereby the Parties entered into an agreement for the discovery and development of TLR-9 agonist-based therapies for the treatment of asthma and chronic obstructive pulmonary disease;

**WHEREAS**, the Parties now desire to amend the Agreement to amend Section 19.3.

**NOW, THEREFORE**, the Parties, intending to be legally bound, hereby agree as follows:

**1.1 Definitions.** Terms used with initial capitals herein and not defined below shall have the meanings ascribed to them in the Agreement.

**1.2 Amendments.** The following provisions of the Agreement are amended as set forth below.

**(a) Section 19.3.** Section 19.3 of the Agreement is hereby amended to read in full as follows:

“**Regents Indemnity; AstraZeneca.** In addition to any other remedy available to AstraZeneca, Dynavax shall indemnify defend and hold harmless AstraZeneca, its Affiliates, Distributors, Sublicensees and its and their respective directors, officers and employees in full and on demand, from and against any and all Losses incurred by them to the extent resulting from or arising out of or in connection with any breach by Dynavax of its obligations pursuant to the Regents Agreement referenced in Section 10.5, excluding any breach directly arising from breach of this Agreement by AstraZeneca.”

**1.3 Governing Law.** This Amendment shall be governed by and construed under the substantive laws of the State of Delaware, excluding any conflict of law rule or principle that might otherwise refer construction or interpretation of this Amendment to the substantive law of another jurisdiction.

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**1.4 Continuing Effect.** The Agreement, as hereby amended, remains in full force and effect.

**IN WITNESS WHEREOF**, each of the Parties have agreed to and accepted the foregoing Amendment and have caused this Amendment to be signed by their duly authorized representatives on the Amendment Effective Date.

**DYNAVAX TECHNOLOGIES CORPORATION**

By: /s/ Michael S. Ostrach

Name: Michael S. Ostrach

Title: Vice President

**ASTRAZENECA AB**

By: /s/ Anders Buren

Name: Anders Buren

Title: Authorized Signatory

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