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): May 20, 2011

CytoDyn Inc.

(Exact Name of Registrant as Specified in its Charter)

Colorado	**000-49908**	**75-3056237**
(State or Incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification Number)**

1511 Third Street, Santa Fe, New Mexico 87505
(Address of principal executive offices) (Zip code)

Registrant's telephone number, including area code: (505) 988-5520

N/A
(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))

Item 1.01 Entry into a Material Definitive Agreement

On May 24, 2011, CytoDyn Inc. (the "Company") issued a press release announcing that the Company and The General Hospital Corporation, d/b/a Massachusetts General Hospital ("MGH") entered into an amendment (the "Amendment") to their September 28, 2009 Clinical Trial Agreement to extend the original study entitled, "An observational study to determine the in-vitro immunologic and virology activity of Cytolin." The Amendment will enable MGH Principal Investigator Eric Rosenberg, M.D. to further explore his initial findings regarding the potential mechanism of action of Cytolin to treat HIV-positive adults. The Company has agreed to pay MGH the remaining unpaid balance of $291,590.00 of the total research grant of $865,375.00 over the next six months, at which point the Company currently anticipates the extended study will be complete, although there is not a contractual obligation to do so in that timeframe.

The foregoing summary of the Amendment is not complete and is qualified in its entirety by reference to the full text of the Amendment, which has been attached to this Report as Exhibit 10.1 and is incorporated herein by reference.

Forward Looking Statements

The statements in this Form 8-K constitute forward-looking statements and constitute forward-looking information within the meaning of United States securities laws. These statements and this information represent the Company's intentions, plans, expectations and beliefs, and are subject to risks, uncertainties and other factors, of which many are beyond the Company's control. These factors could cause actual results to differ materially from such forward-looking statements or forward-looking information. The words "believe," "estimate," "expect," "intend," "anticipate," "foresee," "plan," and similar expressions and variations thereof, identify certain of such forward-looking statements or forward-looking information, which speak only as of the date on which they are made. In particular, statements relating to the completion of the extended study are forward-looking statements and forward-looking information. The Company disclaims any intention or obligation to publicly update or revise any forward-looking statements or forward-looking information, whether as a result of new information, future events or otherwise, except as required by applicable law. Readers are cautioned not to place undue reliance on these forward-looking statements or on this forward-looking information.

Item 7.01. Regulation FD Disclosure

On May 24, 2011, the Company issued a press release announcing that it has entered into the Amendment. The press release is furnished as Exhibit 99.1 to this Current Report. Exhibit 99.1 shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and will not be incorporated by reference into any registration statement filed under the Securities Act of 1933, as amended, unless specifically identified therein as being incorporated therein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

The following exhibit is filed herewith:

Exhibit No.	Description
10.1	Amendment Number 5 to Clinical Trial Agreement, dated May 20, 2011, between CytoDyn Inc. and The General Hospital Corporation, d/b/a Massachusetts General Hospital
99.1	Press Release dated May 24, 2011

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CytoDyn Inc.

May 24, 2011

By: /s/ Kenneth J. Van Ness
Kenneth J. Van Ness
President and CEO

EXHIBIT INDEX

Exhibit No.	Description
10.1	Amendment Number 5 to Clinical Trial Agreement, dated May 20, 2011, between CytoDyn Inc. and The General Hospital Corporation, d/b/a Massachusetts General Hospital
99.1	Press Release dated May 24, 2011

Exhibit 10.1

AMENDMENT NUMBER FIVE TO CLINICAL TRIAL AGREEMENT

THIS AMENDMENT NUMBER FIVE TO THE CLINICAL TRIAL AGREEMENT (the "Amendment #5") is entered into on May 20, 2011 ("Amendment Effective Date") between **The General Hospital Corporation, d/b/a Massachusetts General Hospital**, a not-for-profit corporation organized under the laws of Massachusetts with its principal place of business at 55 Fruit Street, Boston, MA 02114 ("Institution"), and **CytoDyn, Inc.,** a publicly traded corporation organized under the laws of Colorado with its principal place of business at 1511 Third Street, Santa Fe, New Mexico 87505 ("Company").

RECITALS

A. WHEREAS, Institution has previously entered into a Clinical Trial Agreement to perform the Study entitled **"An observational study to determine the in-vitro immunologic and virology activity of Cytolin,"** with Company on September 28, 2009, as amended on October 14, 2009; December 1, 2009; March 1, 2010; and December 7, 2010 (the "Agreement"); and

B. WHEREAS, Principal Investigator has received approval from the IRB to extend the Study, which in turn has led to increased budget costs in order for Institution to complete the Study; and

C. WHEREAS, the Parties now desire to further amend the Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, Institution and Company agree as follows:

1. Except as expressly modified by this Amendment #5, all of the terms and conditions of the Agreement shall remain in full force and effect. All terms used herein shall have the same meaning as ascribed to them in the Agreement.

2. Section 9.1 of the Agreement shall be replaced in its entirety as follows:

> General. Company agrees to support the Study with a total research grant of Eight Hundred, Sixty-Five Thousand, Three Hundred and Seventy-Five Dollars ($865,375.00), inclusive of indirect costs. Five Hundred Seventy Three Thousand Seven Hundred Eighty Five Dollars ($573,785.00) has already been paid to Institution, and the remaining $291,590.00 ("Remaining Payment") shall be paid as follows: 50% of Remaining Payment shall be paid 30 days after execution of this Amendment #5; another 25% shall be due at month four following execution of this Amendment #5; and the remaining 25% shall be due at month six following execution of this Amendment #5.

3. Upon request by Principal Investigator, Company will use its best efforts to deliver sufficient new murine product, at no cost to Institution, as may be needed for the Study Protocol. It is estimated that Institution will need 25 ml (1mg/1ml) of the murine product after the Amendment #5 is executed, but Company will provide additional amounts if needed. Principal Investigator shall also have access to the humanized version of the antibody if needed to complete the Study.

4. Section 6.1 of the Agreement ("Use of Name") shall be replaced in its entirety as follows: "Except for disclosure by Institution of Company's support for the Study in publications, for purposes of recruitment/consent of Study subjects, and by either Party for purposes of meeting any applicable requirements for the registration of the Study or of Study results with a publicly accessible or other clinical trial registry; and for satisfying the Company's obligation to report its financial commitments to Institution, in cash or in kind, and related material events as it believes in good faith are required by applicable law, including, without limitation, any law, rule or regulation promulgated by the Securities and Exchange Commission or any listing or trading agreement concerning its publicly traded securities; neither Party to this Agreement shall use the name of the other Party or of any staff member, employee, student, or agent of the other Party, or any adaptation, acronym or name by which the other Party is commonly known, in any advertising, promotional or sales literature, or in any publicity without the prior written approval of the Party or individual whose name is to be used, which approval shall not be unreasonably withheld.

5. This Amendment #5 shall be made part of the Agreement and attached thereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment #5 to be executed as of the last date written below.

ACCEPTED and AGREED:

The General Hospital Corporation

/s/ Marjorie Campbell
Marjorie Campbell, R.N., J.D.
Agreement Associate

CytoDyn, Inc.

/s/ Kenneth J. Van Ness
Kenneth J. Van Ness
Chief Executive Officer

READ and ACKNOWLEDGED:

/s/ Eric Rosenberg
Eric Rosenberg, M.D.
Principal Investigator

Exhibit 99.1

PRESS RELEASE

CYTODYN EXTENDS DURATION OF STUDY

Santa Fe, New Mexico, May 24, 2011 – CytoDyn Inc. (the "Company") (OTC:CYDY.PK) announced that it is providing additional funding to extend the current study being conducted by Dr. Eric S. Rosenberg at Massachusetts General Hospital. Details can be found at www.clinicaltrials.gov by entering "Cytolin." The Company's decision to extend the study was based on discussions with Dr. Rosenberg and a review of the existing data. "We are pleased that Dr. Rosenberg has completed his initial analysis regarding the potential mechanisms of action of Cytolin, and given the data set to date, a decision was made by the Company and Dr. Rosenberg to extend the study," said Kenneth J. Van Ness, President and CEO of the Company. The extension will allow Dr. Rosenberg to further explore the initial findings regarding the potential mechanism of action. "We look forward to continuing our studies with the Company assessing the mechanism of action of Cytolin," said Dr. Rosenberg.

The Company had previously disclosed that the study would be completed in January 2011, with the results to be reported at the discretion of Dr. Rosenberg. The Company's agreement and this extension will allow Dr. Rosenberg to report initial results and any subsequent supporting data at his discretion and timeline. The Company anticipates the extended study to be completed in the 4th quarter 2011 although there is not a contractual obligation to do so in that timeframe.

Forward Looking Statements

The Press Release includes forward-looking statements and includes forward-looking information within the meaning of United States securities laws. These statements and this information represent the Company's intentions, plans, expectations and beliefs, and are subject to risks, uncertainties and other factors, of which many are beyond the Company's control. These factors could cause actual results to differ materially from such forward-looking statements or forward-looking information. The words "believe," "estimate," "expect," "intend," "anticipate," "foresee," "plan," and similar expressions and variations thereof, identify certain of such forward-looking statements or forward-looking information, which speak only as of the date on which they are made. In particular, statements relating to the completion of the extended study are forward-looking statements and forward-looking information. The Company disclaims any intention or obligation to publicly update or revise any forward-looking statements or forward-looking information, whether as a result of new information, future events or otherwise, except as required by applicable law. Readers are cautioned not to place undue reliance on these forward-looking statements or on this forward-looking information.

For more information please contact:

Douglas E. Jacobson
Controller
(505) 988-5520