

**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 29, 2014**

ImmunoGen, Inc.

(Exact name of registrant as specified in its charter)

Massachusetts
(State or other
jurisdiction of
incorporation)

0-17999
(Commission File
Number)

04-2726691
(IRS Employer
Identification No.)

830 Winter Street, Waltham, MA 02451
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(781) 895-0600**

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))

ITEM 5.02 — DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

(a) — (d) Not applicable.

(e) On September 29, 2014, ImmunoGen, Inc. entered into a letter agreement with Dr. Charles Q. Morris, our Executive Vice President and Chief Development Officer, providing for the payment to Dr. Morris of a housing allowance in the aggregate amount of \$125,000, payable in three equal installments. The first payment is payable in connection with the execution of the letter agreement (the "Effective Date"), and the remaining two are payable six months and 12 months following the Effective Date. If, within 18 months after the Effective Date, Dr. Morris's employment with ImmunoGen is terminated by us for cause or by Dr. Morris for any reason other than death or disability, Dr. Morris will be required to reimburse us for a portion the most recently paid installment of the housing allowance, based on the number of days Dr. Morris was employed by us during the applicable installment period. Dr. Morris's primary residence is in Pennsylvania, and this housing allowance is intended to help defray the cost to Dr. Morris of his maintaining a second residence in Massachusetts in connection with his primary place of employment being at our Waltham, Massachusetts headquarters.

(f) Not applicable.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

(d): The following exhibit is being furnished herewith:

<u>Exhibit No.</u>	<u>Exhibit</u>
10.1	Letter Agreement between the Registrant and Charles Q. Morris

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.

ImmunoGen, Inc.
(Registrant)

Date: September 30, 2014

/s/ David B. Johnston

David B. Johnston
Executive Vice President and Chief Financial Officer

September 29, 2014

Dr. Charles Morris
16 William Beaser Drive
Garnet Valley, PA 19060

Dear Charlie:

In recognition of the financial hardship you are incurring in maintaining a second residence in Massachusetts as a result of having your primary place of employment at our Waltham, Massachusetts headquarters, the Compensation Committee has authorized the payment to you of a housing allowance to defray that cost for the next 18 months.

Subject to the terms and conditions of this letter, you will be entitled to receive a housing allowance in the aggregate amount of \$125,000, payable in three equal installments as follows: the first installment will be paid in conjunction with our normal payroll cycle following your countersignature of this letter (the "Effective Date"); the next two installments will be paid in conjunction with our normal payroll cycle following the 182nd day after the Effective Date (the "First Installment End Date") and the 364th day after the Effective Date (the "Second Installment End Date"). Each payment is contingent on your being actively employed by ImmunoGen on the payment date, and is subject to reimbursement as described below.

If, within 18 months of the Effective Date, you terminate your employment with the Company (other than by reason of death or disability), or your employment is terminated by the Company for Cause (as such term is defined in the your Employment Agreement, if in effect; otherwise, as defined in the Severance Pay Plan for Vice Presidents and Higher), you will promptly reimburse ImmunoGen for a portion of most recent installment received equal to the product of (a) the amount of such installment, multiplied by (b) a fraction, (i) the numerator of which is 182 minus the number of days from (A) the Effective Date to the effective date of termination of your employment, in the case of the first installment, (B) the First Installment End Date to the effective date of termination of your employment, in the case of the second installment, and (C) the Second Installment End Date to the effective date of termination of your employment, in the case of the third installment, and (ii) the denominator of which is 182.

Sincerely,

/s/ Daniel M. Junius

Daniel M. Junius

President and Chief Executive Officer

Acknowledged and Agreed to:

/s/ Charles Q. Morris

Charles Q. Morris

Date: 9/29/2014
