

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM S-8**

**REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

**IMMUNOGEN, INC.**

(Exact Name of Registrant as Specified in its Charter)

**Massachusetts**  
(State of Incorporation)

**04-2726691**  
(I.R.S. Employer Identification Number)

**830 Winter Street  
Waltham, Massachusetts 02451  
(781) 895-0600**  
(Address of Principal Executive Offices)

**IMMUNOGEN, INC.  
2006 EMPLOYEE, DIRECTOR AND CONSULTANT EQUITY INCENTIVE PLAN**  
(Full Title of the Plan)

**Craig Barrows  
Vice President, General Counsel and Secretary  
ImmunoGen, Inc.  
830 Winter Street  
Waltham, Massachusetts 02451  
(781) 895-0600**

(Name, Address and Telephone Number, Including Area Code, of Agent for Service)

**CALCULATION OF REGISTRATION FEE**

Title of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Share (2)	Proposed Maximum Aggregate Offering Price (2)	Amount of Registration Fee
Common Stock	3,821,900	\$ 11.285	\$ 43,130,141.50	\$ 5,882.96

- (1) In addition, pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this registration statement also covers an indeterminate number of additional shares of common stock to be offered or sold as a result of the anti-dilution provisions of the employee benefit plan described herein, including to prevent dilution resulting from any reorganization, recapitalization, reclassification, stock dividend, stock split or other similar change.
- (2) Calculated in accordance with Rule 457(c) and (h) under the Securities Act solely for the purpose of determining the amount of the registration fee, based on the average of the high and low prices on the NASDAQ Global Market on November 16, 2012.

**EXPLANATORY NOTE**

This registration statement is being filed solely for the purpose of registering 3,821,900 additional shares of common stock, par value \$.01 per share (the "Common Stock"), of ImmunoGen, Inc. (the "Company") to be offered to participants under the Company's 2006 Employee, Director and Consultant Equity Incentive Plan, as amended and restated (the "2006 Plan"), originally adopted in 2006. The maximum number of shares of Common Stock reserved and available for issuance under the 2006 Plan includes 2,500,000 shares, which were previously registered with the Securities and Exchange Commission (the "Commission") on Form S-8 (File No. 333-138713) filed on November 15, 2006 (the "2006 Registration Statement"), an additional 2,000,000 shares which the Company's shareholders authorized for issuance under the 2006 Plan on November 12, 2008, which were previously registered with the Commission on Form S-8 (File No. 333-155540) filed on November 21, 2008 (the "2008 Registration Statement"), an additional 4,000,000 shares which the Company's shareholders authorized for issuance under the 2006 Plan on November 16, 2010, which were previously registered with the Commission on

Form S-8 (File No. 333-170788) filed on November 23, 2010 (the "2010 Registration Statement") and an additional 3,500,000 shares which the Company's shareholders authorized for issuance under the 2006 Plan on November 13, 2012 (which shares are included in this registration statement), plus the number of shares underlying any grants previously made under the Company's Restated Stock Option Plan (the "Restated Stock Option Plan") that are forfeited, canceled or are terminated (other than by exercise) from and after November 11, 2006. An aggregate of 1,674,997 additional shares have been included in the shares reserved for issuance under the 2006 Plan as a result of the forfeiture, cancellation or termination (other than by exercise), during the period between November 11, 2006 and October 31, 2012, of grants previously made under the Restated Stock Option Plan, of which 811,245 shares were previously registered with the Commission on Form S-8 (File No. 333-147738) filed with the Commission on November 30, 2007, 185,444 shares were previously registered with the Commission on the 2008 Registration Statement, 356,408 shares were previously registered with the Commission on the 2010 Registration Statement, and 321,900 shares are included in this registration statement.

Pursuant to General Instruction E of Form S-8, the contents of the 2006 Registration Statement are incorporated herein by reference, except as otherwise noted below.

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents are incorporated herein by reference:

- (a) The Company's annual report on Form 10-K for the fiscal year ended June 30, 2012, filed with the Commission on August 29, 2012;
- (b) The Company's amendment no. 1 to quarterly report on Form 10-Q/A for the fiscal quarter ended March 31, 2012, filed with the Commission on October 10, 2012;
- (c) The Company's quarterly report on Form 10-Q for the fiscal quarter ended September 30, 2012, filed with the Commission on October 31, 2012;
- (d) The Company's current reports on Form 8-K filed with the Commission on July 12, October 26 (excluding the information and exhibit furnished pursuant to Item 2.02) and November 16, 2012; and
- (e) The description of the Company's common stock contained in the Company's registration statement on Form 8-A, filed with the Commission on September 25, 1989, as amended by Amendment No. 1 thereto, filed with the Commission on November 15, 1989, pursuant to Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including any amendment thereto or report filed for the purpose of updating such description.

All documents subsequently filed by the Company pursuant to Section 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereby

have been sold or that deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of the filing of such documents.

#### ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Craig Barrows, Vice President, General Counsel and Secretary of the Company, has given his opinion on the validity of the Common Stock offered under this registration statement. Mr. Barrows beneficially owns 171,101 shares of common stock of the Company, of which 6,100 shares are owned jointly by Mr. Barrows and his spouse, and 165,001 shares may be acquired by Mr. Barrows within 60 days of November 21, 2012 through the exercise of stock options.

#### ITEM 8. EXHIBITS.

Exhibit	Description
4.1	Restated Articles of Organization (incorporated herein by reference to Exhibit 3.1 of the Company's quarterly report on Form 10-Q for the fiscal quarter ended March 31, 2010, filed with the Commission on April 30, 2010 (File No. 0-17999)).
4.2	By-laws, as amended through April 4, 2007 (incorporated herein by reference to Exhibit 3.1 of the Company's current report on Form 8-K, filed with the Commission on April 6, 2007 (File No. 0-17999)).
4.3	Form of Common Stock Certificate (incorporated herein by reference to Exhibit 4.2 of the Company's registration statement on Form S-1 (File No. 33-31219)).
4.4	ImmunoGen, Inc. 2006 Employee, Director and Consultant Equity Incentive Plan, as amended and restated through November 13, 2012 (incorporated herein by reference to Exhibit 10.1 of the Company's current report on Form 8-K, filed with the Commission on November 16, 2012 (File No. 0-17999)).
5.1*	Opinion of General Counsel.
23.1*	Consent of Ernst & Young LLP.
23.2	Consent of General Counsel (contained in the opinion filed as Exhibit 5.1 to this registration statement).

- 24.1 Power of Attorney (included in signature page to this registration statement).
- 99.1\* Form of Restricted Stock Agreement for all employees (including executives) under the 2006 Employee, Director and Consultant Equity Incentive Plan.
- 99.2 Form of Deferred Stock Unit Award Agreement for Non-Employee Directors under the 2006 Employee, Director and Consultant Equity Incentive Plan (incorporated herein by reference to Exhibit 10.1 of the Company's quarterly report on Form 10-Q for the fiscal quarter ended September 30, 2010, filed with the Commission on October 29, 2010 (File No. 0-17999)).
- 99.3 Form of Incentive Stock Option Agreement for all employees (including executives) under the 2006 Employee, Director and Consultant Equity Incentive Plan (incorporated by reference to Exhibit 10.14(g) of the Company's annual report on Form 10-K for the fiscal year ended June 30, 2012, filed with the Commission on August 29, 2012 (File No. 0-17999)).
- 99.4 Form of Non-Qualified Stock Option Agreement for all employees (including executives) under the 2006 Employee, Director and Consultant Equity Incentive Plan (incorporated by reference to Exhibit 10.14(h) of the Company's annual report on Form 10-K for the fiscal year ended June 30, 2012, filed with the Commission on August 29, 2012 (File No. 0-17999)).
- 99.5 Form of Non-Qualified Stock Option Agreement for Directors under the 2006 Employee, Director and Consultant Equity Incentive Plan (incorporated by reference to Exhibit 10.14(i) of the Company's annual report on Form 10-K for the fiscal year ended June 30, 2012, filed with the Commission on August 29, 2012 (File No. 0-17999)).

\*Filed herewith

### SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Waltham, the Commonwealth of Massachusetts on this 21st day of November, 2012.

#### IMMUNOGEN, INC.

By: /s/ Daniel M. Junius  
 Daniel M. Junius  
 President and Chief Executive Officer

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Daniel M. Junius and Gregory D. Perry his or her true and lawful attorneys-in-fact and agents, each acting alone, with full powers of substitution and resubstitution, for him or her or in his or her name, place and stead, in any and all capacities to sign any and all amendments or post-effective amendments to this registration statement on Form S-8, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, each acting alone, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Daniel M. Junius</u> Daniel M. Junius	President, Chief Executive Officer and Director (Principal Executive Officer)	November 21, 2012
<u>/s/ Gregory D. Perry</u> Gregory D. Perry	Executive Vice President, Chief Financial Officer, and Treasurer (Principal Financial and Accounting Officer)	November 21, 2012
<u>/s/ Stephen C. McCluski</u> Stephen C. McCluski	Chairman of the Board of Directors	November 21, 2012
<u>/s/ Mark Goldberg</u> Mark Goldberg	Director	November 21, 2012
<u>/s/ Dean J. Mitchell</u>	Director	November 21, 2012

/s/ Nicole Onetto  
Nicole Onetto

Director

November 21, 2012

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/s/ Kristine Peterson  
Kristine Peterson

Director

November 21, 2012

/s/ Howard H. Pien  
Howard H. Pien

Director

November 21, 2012

/s/ Mark Skaletsky  
Mark Skaletsky

Director

November 21, 2012

/s/ Joseph J. Villafranca  
Joseph J. Villafranca

Director

November 21, 2012

/s/ Richard J. Wallace  
Richard J. Wallace

Director

November 21, 2012

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### EXHIBIT INDEX

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\*Filed herewith

November 21, 2012

ImmunoGen, Inc.  
830 Winter Street  
Waltham, MA 02451

Re: Securities Being Registered Under Registration Statement on Form S-8

Ladies and Gentlemen:

I am Vice President, General Counsel and Secretary of ImmunoGen, Inc., a Massachusetts corporation (the "Company"), and am issuing this opinion in connection with the filing of a Registration Statement on Form S-8 (the "Registration Statement"), for the purpose of registering with the Securities and Exchange Commission, under the Securities Act of 1933, as amended (the "Securities Act"), 3,821,900 shares (the "Shares") of the Company's common stock, par value \$.01 per share (the "Common Stock"), issuable upon the exercise of options which may be granted under the Company's 2006 Employee, Director and Consultant Equity Incentive Plan (the "Plan"), or upon the grant or vesting of restricted stock or other stock-based awards under the Plan.

In connection with this opinion, I have examined originals or copies, certified or otherwise identified to my satisfaction, of such corporate records of the Company and such other documents, records, certificates and other instruments of officials of the Company, public officials and others as I have deemed necessary or appropriate as a basis for the opinion set forth herein. I have assumed the genuineness of all signatures, the authenticity of all documents submitted to me as originals and the conformity to authentic original documents of all copies submitted to me as conformed and certified or reproduced copies. As to any facts material to the opinion expressed herein which I have not independently established or verified, I have relied upon statements and representations of officers and other representatives of the Company and others.

I am admitted to the practice of law in the Commonwealth of Massachusetts, and I express no opinion with respect to any other laws.

Based on the foregoing, I am of the opinion that the Shares have been duly authorized for issuance by the Company and, upon issuance and delivery against payment therefor in accordance with the terms of the Plan and the applicable option or award agreement, such Shares will be validly issued, fully paid and nonassessable shares of Common Stock.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving my consent, I do not thereby admit that I am included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations promulgated thereunder.

Sincerely,

/s/ Craig Barrows

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Craig Barrows  
Vice President, General Counsel and Secretary

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## Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the 2006 Employee, Director and Consultant Equity Incentive Plan of ImmunoGen, Inc. of our reports dated August 29, 2012, with respect to the consolidated financial statements and schedule of ImmunoGen, Inc. and the effectiveness of internal control over financial reporting of ImmunoGen, Inc. included in its Annual Report (Form 10-K) for the year ended June 30, 2012, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Boston, Massachusetts  
November 20, 2012

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## RESTRICTED STOCK AGREEMENT

## IMMUNOGEN, INC.

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ (the "Grant Date"), between ImmunoGen, Inc. (the "Company"), a Massachusetts corporation, and \_\_\_\_\_ (the "Participant").

WHEREAS, the Company has adopted the ImmunoGen, Inc. 2006 Employee, Director and Consultant Equity Incentive Plan, as amended (the "Plan") to promote the interests of the Company by providing an incentive for employees, directors and consultants of the Company or its Affiliates;

WHEREAS, pursuant to the provisions of the Plan, the Company desires to offer to the Participant shares of the Company's common stock, \$.01 par value per share ("Common Stock"), in accordance with the provisions of the Plan, all on the terms and conditions hereinafter set forth;

WHEREAS, Participant wishes to accept said offer; and

WHEREAS, the parties hereto understand and agree that any terms used and not defined herein have the meanings ascribed to such terms in the Plan.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Terms of Grant. The Participant hereby accepts the offer of the Company to issue to the Participant, in accordance with the terms of the Plan and this Agreement, \_\_\_\_\_ ( \_\_\_\_\_ ) Shares of the Company's Common Stock (such shares, subject to adjustment pursuant to Section 24 of the Plan and Subsection 2.1(h) hereof, the "Granted Shares") at a purchase price per share of \$.01 (the "Purchase Price"), receipt of which is hereby acknowledged by the Participant's prior service to the Company and which amount will be reported as income on the Participant's W-2 for this calendar year.

2.1. Forfeiture Provisions.

(a) Lapsing Forfeiture Right. Except as otherwise set forth in Sections 2(b),(c) and (d) below, in the event that for any reason the Participant is no longer an employee, director or consultant of the Company or an Affiliate (such event being the "Termination") prior to \_\_\_\_\_, the Participant (or the Participant's Survivor) shall, on the date of Termination, immediately forfeit to the Company (or its designee) all of the Granted Shares which have not yet lapsed in accordance with the schedule set forth below (the "Lapsing Forfeiture Right").

The Company's Lapsing Forfeiture Right is as follows:

(i) If the Participant's Termination is prior to **[the first anniversary of the Grant Date]**, all of the Granted Shares shall be forfeited to the Company.

(ii) If the Participant's Termination is on or after **[the first anniversary of the Grant Date]** but prior to \_\_\_\_\_, \_\_\_\_\_ % of the Granted Shares shall be forfeited to the Company (rounded up to the next highest whole number of shares).

[Continue from (ii) for additional vesting periods.]

(b) Effect of Termination for Disability or upon Death. The following rules apply if the Participant's Termination is by reason of Disability or death: to the extent the Company's Lapsing Forfeiture Right has not lapsed as of the date of Disability or death, as case may be, the Participant shall forfeit to the Company any or all of the Granted Shares subject to such Lapsing Forfeiture Right; provided, however, that the Company's Lapsing Forfeiture Right shall be deemed to have lapsed to the extent of a pro rata portion of the Granted Shares through the date of Disability or death, as would have lapsed had the Participant not become Disabled or died, as the case may be. The proration shall be based upon the number of days accrued in such current vesting period prior to the Participant's date of Disability or death, as the case may be.

(c) Effect of a For Cause Termination. Notwithstanding anything to the contrary contained in this Agreement, in the event the Company or an Affiliate terminates the Participant's employment or service for Cause (as defined in the Plan) or in the event the Administrator determines, within one year after the Participant's termination, that either prior or subsequent to the Participant's termination the Participant engaged in conduct that would constitute Cause, all of the Granted Shares then held by the Participant shall be forfeited to the Company immediately as of the time the Participant is notified that he or she has been terminated for Cause or that he or she engaged in conduct which would constitute Cause.

(d) Effect of Change of Control. Except as otherwise provided in Subsection 2.1(c) above, if within a period of 2 years from the date of a Change of Control (as defined in the Plan) that is not a Corporate Transaction where stock grants are terminated in exchange for a cash payment in accordance with Section 24(b) of the Plan, the Participant is terminated by the Company other than for Cause or has left the Company for Good Reason (as defined below), then upon such termination date the Company's Lapsing Forfeiture Right shall terminate, and the Participant's ownership of all Granted Shares then owned by the Participant shall become vested. "Good Reason" shall mean the occurrence of one or more of the following without the Participant's consent: (i) a change in the principal location at which the Participant performs his duties for the Company to a new location that is at least forty (40) miles from the prior location; (ii) a material change in the Participant's authority, functions, duties or responsibilities as an employee of or consultant to the Company, which would cause the Participant's position with the Company to become of less responsibility, importance or scope than the highest position held by the Participant immediately prior to the Change of Control, provided, however, that such material change is not in connection with the termination of the Participant's service by the Company for Cause or death or Disability and further provided that it shall not be considered a material change if the Company becomes a subsidiary of another entity and the Participant continues to hold the same position in the subsidiary that is at least as high (in both title and responsibilities) as the highest position held by the Participant with the Company at any time from the Grant Date to immediately prior to the Change of Control; (iii) a material reduction in the Participant's annual base salary or fee; or (iv) a material reduction in the Participant's target annual bonus as compared to the target annual bonus set for the previous fiscal year; provided that any definition in an agreement between the Participant and the Company or



an Affiliate, which contains a conflicting definition of “Good Reason” for termination and which is in effect at the time of such termination, shall supersede the definition in this Plan with respect to that Participant.

Notwithstanding the foregoing, the Company’s Lapsing Forfeiture Right shall terminate, and the Participant’s ownership of all Granted Shares then owned by the Participant shall become vested upon a

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Corporate Transaction where all stock grants are terminated in exchange for a cash payment in accordance with Section 24(b) of the Plan.

(e) Escrow. The certificates representing all Granted Shares acquired by the Participant hereunder which from time to time are subject to the Lapsing Forfeiture Right shall be delivered to the Company and the Company shall hold such Granted Shares in escrow as provided in this Subsection 2.1(e). The Company shall promptly release from escrow and deliver to the Participant the whole number of Granted Shares, if any, as to which the Company’s Lapsing Forfeiture Right has lapsed and without the legend set forth in Section 5. In the event of forfeiture to the Company of Granted Shares subject to the Lapsing Forfeiture Right, the Company shall release from escrow and cancel a certificate for the number of Granted Shares so forfeited. Any securities distributed in respect of the Granted Shares held in escrow, including, without limitation, shares issued as a result of stock splits, stock dividends or other recapitalizations, shall also be held in escrow in the same manner as the Granted Shares.

(f) Prohibition on Transfer. The Participant recognizes and agrees that all Granted Shares which are subject to the Lapsing Forfeiture Right may not be sold, transferred, assigned, hypothecated, pledged, encumbered or otherwise disposed of, whether voluntarily or by operation of law, other than to the Company (or its designee). However, the Participant, with the approval of the Administrator, may transfer the Granted Shares for no consideration to or for the benefit of the Participant’s Immediate Family (including, without limitation, to a trust for the benefit of the Participant’s Immediate Family or to a partnership or limited liability company for one or more members of the Participant’s Immediate Family), subject to such limits as the Administrator may establish, and the transferee shall remain subject to all the terms and conditions applicable to this Agreement prior to such transfer and each such transferee shall so acknowledge in writing as a condition precedent to the effectiveness of such transfer. The term “Immediate Family” shall mean the Participant’s spouse, former spouse, parents, children, stepchildren, adoptive relationships, sisters, brothers, nieces and nephews and grandchildren (and, for this purpose, shall also include the Participant.) The Company shall not be required to transfer any Granted Shares on its books which shall have been sold, assigned or otherwise transferred in violation of this Subsection 2.1(f), or to treat as the owner of such Granted Shares, or to accord the right to vote as such owner or to pay dividends to, any person or organization to which any such Granted Shares shall have been so sold, assigned or otherwise transferred, in violation of this Subsection 2.1(f).

(g) Failure to Deliver Granted Shares to be Forfeited. In the event that the Granted Shares to be forfeited to the Company under this Agreement are not in the Company’s possession pursuant to Subsection 2.1(e) above or otherwise and the Participant or the Participant’s Survivor fails to deliver such Granted Shares to the Company (or its designee), the Company may immediately take such action as is appropriate to transfer record title of such Granted Shares from the Participant to the Company (or its designee) and treat the Participant and such Granted Shares in all respects as if delivery of such Granted Shares had been made as required by this Agreement. The Participant hereby irrevocably grants the Company a power of attorney which shall be coupled with an interest for the purpose of effectuating the preceding sentence.

(h) Adjustments. The Plan contains provisions covering the treatment of Shares in a number of contingencies such as stock splits and mergers. Provisions in the Plan for adjustment with respect to the Granted Shares and the related provisions with respect to successors to the business of the Company are hereby made applicable hereunder and are incorporated herein by reference.

## 2.2 General Restrictions on Transfer of Granted Shares.

(a) The Participant agrees that in the event the Company proposes to offer for sale to the public any of its equity securities and such Participant is requested by the Company and any underwriter

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engaged by the Company in connection with such offering to sign an agreement restricting the sale or other transfer of Shares, then it will promptly sign such agreement and will not transfer, whether in privately negotiated transactions or to the public in open market transactions or otherwise, any Shares or other securities of the Company held by him or her during such period as is determined by the Company and the underwriters, not to exceed 90 days following the closing of the offering, plus such additional period of time as may be required to comply with Marketplace Rule 2711 of the National Association of Securities Dealers, Inc. or similar rules thereto (such period, the “Lock-Up Period”). Such agreement shall be in writing and in form and substance reasonably satisfactory to the Company and such underwriter and pursuant to customary and prevailing terms and conditions. Notwithstanding whether the Participant has signed such an agreement, the Company may impose stop-transfer instructions with respect to the Shares or other securities of the Company subject to the foregoing restrictions until the end of the Lock-Up Period.

(b) The Participant acknowledges and agrees that neither the Company nor, its shareholders nor its directors and officers, has any duty or obligation to disclose to the Participant any material information regarding the business of the Company or affecting the value of the Shares before, at the time of, or following a Termination, including, without limitation, any information concerning plans for the Company to make a public offering of its securities or to be acquired by or merged with or into another firm or entity.

3. Securities Law Compliance. The Participant specifically acknowledges and agrees that any sales of Granted Shares shall be made in accordance with the requirements of the Securities Act of 1933, as amended.

4. Rights as a Stockholder. The Participant shall have all the rights of a stockholder with respect to the Granted Shares, including voting and dividend rights, subject to the transfer and other restrictions set forth herein and in the Plan.

5. Legend. In addition to any legend required pursuant to the Plan, all certificates representing the Granted Shares to be issued to the Participant pursuant to this Agreement shall have endorsed thereon a legend substantially as follows:

“The shares represented by this certificate are subject to restrictions set forth in a Restricted Stock Agreement dated as of \_\_\_\_\_ with this Company, a copy of which Agreement is available for inspection at the offices of the Company or will be made available upon request.”

6. Incorporation of the Plan. The Participant specifically understands and agrees that the Granted Shares issued under the Plan are being sold to the Participant pursuant to the Plan, a copy of which Plan the Participant acknowledges he or she has read and understands and by which Plan he or she agrees to be bound. The provisions of the Plan are incorporated herein by reference.

7. Tax Liability of the Participant and Payment of Taxes. The Participant acknowledges and agrees that any income or other taxes due from the Participant with respect to the Granted Shares issued pursuant to this Agreement, including, without limitation, the Lapsing Forfeiture Right, shall be the Participant’s responsibility. Without limiting the foregoing, the Participant agrees that, to the extent that the lapsing of restrictions on disposition of any of the Granted Shares or the declaration of dividends on any such shares before the lapse of such restrictions on disposition results in the Participant’s being deemed to be in receipt of earned income under the provisions of the Code, the Company shall be entitled to immediate payment from the Participant of the amount of any tax required to be withheld by the Company.

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Upon execution of this Agreement, the Participant may file an election under Section 83 of the Code in substantially the form attached as Exhibit B. The Participant acknowledges that if he does not file such an election, as the Granted Shares are released from the Lapsing Forfeiture Right in accordance with Section 2.1, the Participant will have income for tax purposes equal to the fair market value of the Granted Shares at such date, less the price paid for the Granted Shares by the Participant. The Participant has been given the opportunity to obtain the advice of his or her tax advisors with respect to the tax consequences of the purchase of the Granted Shares and the provisions of this Agreement.

The Participant shall be required to deposit with the Company an amount of cash equal to the amount determined by the Company to be required with respect to the statutory minimum of the Participant’s estimated total federal, state and local tax obligations associated with the termination of the Lapsing Forfeiture Right with respect to the Granted Shares. In connection with the foregoing, any taxes or other amounts required to be withheld by the Company by applicable law or regulation shall be paid, at the option of the Company as follows:

(i) requiring the Participant to deposit with the Company an amount of cash equal to the amount determined by the Company to be required to be withheld with respect to the statutory minimum amount of the Participant’s total tax and other withholding obligations due and payable by the Company or otherwise withholding from the Participant’s paycheck an amount equal to such amounts due and payable by the Company; or

(ii) if the Company believes that the sale of shares can be made in compliance with applicable securities laws, authorizing, at a time when the Participant is not in possession of material nonpublic information, the sale by the Participant on the date that the Granted Shares shall be released from the Lapsing Forfeiture Right such number of Granted Shares as the Company instructs a broker to sell to satisfy the Company’s withholding obligation, after deduction of the broker’s commission, and the broker shall remit to the Company the cash necessary in order for the Company to satisfy its withholding obligation. To the extent the proceeds of such sale exceed the Company’s withholding obligation the Company agrees to pay such excess cash to the Participant as soon as practicable. In addition, if such sale is not sufficient to pay the Company’s withholding obligation the Participant agrees to pay to the Company as soon as practicable, including through additional payroll withholding, the amount of any withholding obligation that is not satisfied by the sale of shares of Common Stock. The Participant agrees to hold the Company and the broker harmless from all costs, damages or expenses relating to any such sale. The Participant acknowledges that the Company and the broker are under no obligation to arrange for such sale at any particular price. In connection with such sale of Granted Shares, the Participant shall execute any such documents requested by the broker in order to effectuate the sale of Granted Shares and payment of the withholding obligation to the Company. The Participant acknowledges that this paragraph is intended to comply with Section 10b5-1(c)(1)(i)(B) under the Exchange Act.

The Company shall not deliver any shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made.

8. Equitable Relief. The Participant specifically acknowledges and agrees that in the event of a breach or threatened breach of the provisions of this Agreement or the Plan, including the attempted transfer of the Granted Shares by the Participant in violation of this Agreement, monetary damages may not be adequate to compensate the Company, and, therefore, in the event of such a breach or threatened breach, in addition to any right to damages, the Company shall be entitled to equitable relief in any court

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having competent jurisdiction. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies available to it for any such breach or threatened breach.

9. No Obligation to Maintain Relationship. The Company is not by the Plan or this Agreement obligated to continue the Participant as an employee, director or consultant of the Company or an Affiliate. The Participant acknowledges: (i) that the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (ii) that the grant of the Shares is a one-time benefit which does not create any contractual or other right to receive future grants of shares, or benefits in lieu of shares; (iii) that all determinations with respect to any such future grants, including, but not limited to, the times when shares shall be granted, the number of shares to be granted, the purchase price, and the time or times when each share shall be free from a lapsing repurchase or forfeiture right, will be at the sole discretion of the Company; (iv) that the Participant’s participation in the Plan is voluntary; (v) that the value of the Shares is an extraordinary item of compensation which is outside the scope of the Participant’s employment contract, if any; and (vi) that the Shares are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

10. Notices. Any notices required or permitted by the terms of this Agreement or the Plan shall be given by recognized courier service, facsimile, registered or certified mail, return receipt requested, addressed as follows:

If to the Company:

If to the Participant:

**EMPLOYEE NAME AND ADDRESS**

or to such other address or addresses of which notice in the same manner has previously been given. Any such notice shall be deemed to have been given on the earliest of receipt, one business day following delivery by the sender to a recognized courier service, or three business days following mailing by registered or certified mail.

11. Benefit of Agreement. Subject to the provisions of the Plan and the other provisions hereof, this Agreement shall be for the benefit of and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of law principles thereof.

13. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be modified to the extent necessary to make such provision valid and enforceable, and to the extent that this is impossible, then

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such provision shall be deemed to be excised from this Agreement, and the validity, legality and enforceability of the rest of this Agreement shall not be affected thereby.

14. Entire Agreement. This Agreement, together with the Plan, constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement not expressly set forth in this Agreement shall affect or be used to interpret, change or restrict the express terms and provisions of this Agreement provided, however, in any event, this Agreement shall be subject to and governed by the Plan.

15. Modifications and Amendments; Waivers and Consents. The terms and provisions of this Agreement may be modified or amended as provided in the Plan. Except as provided in the Plan, the terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

16. Consent of Spouse/Domestic Partner. If the Participant has a spouse or domestic partner as of the date of this Agreement, the Participant's spouse or domestic partner shall execute a Consent of Spouse/Domestic Partner in the form of Exhibit A hereto, effective as of the date hereof. Such consent shall not be deemed to confer or convey to the spouse or domestic partner any rights in the Granted Shares that do not otherwise exist by operation of law or the agreement of the parties. If the Participant subsequent to the date hereof, marries, remarries or applies to the Company for domestic partner benefits, the Participant shall, not later than 60 days thereafter, obtain his or her new spouse/domestic partner's acknowledgement of and consent to the existence and binding effect of all restrictions contained in this Agreement by having such spouse/domestic partner execute and deliver a Consent of Spouse/Domestic Partner in the form of Exhibit A.

17. Counterparts. This Agreement may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Data Privacy. By entering into this Agreement, the Participant: (i) authorizes the Company and each Affiliate, and any agent of the Company or any Affiliate administering the Plan or providing Plan record keeping services, to disclose to the Company or any of its Affiliates such information and data as the Company or any such Affiliate shall request in order to facilitate the grant of Shares and the administration of the Plan; (ii) waives any data privacy rights he or she may have with respect to such information; and (iii) authorizes the Company and each Affiliate to store and transmit such information in electronic form.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**IMMUNOGEN, INC.**

By: \_\_\_\_\_  
Name:  
Title:

Participant:

CONSENT OF SPOUSE/DOMESTIC PARTNER

I, \_\_\_\_\_, spouse or domestic partner of \_\_\_\_\_, acknowledge that I have read the RESTRICTED STOCK AGREEMENT dated as of \_\_\_\_\_ (the "Agreement") to which this Consent is attached as Exhibit A and that I know its contents. Capitalized terms used and not defined herein shall have the meanings assigned to such terms in the Agreement. I am aware that by its provisions the Granted Shares granted to my spouse/domestic partner pursuant to the Agreement are subject to a Lapsing Forfeiture Right in favor of ImmunoGen, Inc. (the "Company") and that, accordingly, I may be required to forfeit to the Company any or all of the Granted Shares of which I may become possessed as a result of a gift from my spouse/domestic partner or a court decree and/or any property settlement in any domestic litigation.

I hereby agree that my interest, if any, in the Granted Shares subject to the Agreement shall be irrevocably bound by the Agreement and further understand and agree that any community property interest I may have in the Granted Shares shall be similarly bound by the Agreement.

I agree to the Lapsing Forfeiture Right described in the Agreement and I hereby consent to the forfeiture of the Granted Shares to the Company by my spouse/domestic partner or my spouse/domestic partner's legal representative in accordance with the provisions of the Agreement. Further, as part of the consideration for the Agreement, I agree that at my death, if I have not disposed of any interest of mine in the Granted Shares by an outright bequest of the Granted Shares to my spouse or domestic partner, then the Company shall have the same rights against my legal representative to exercise its rights to the Granted Shares with respect to any interest of mine in the Granted Shares as it would have had pursuant to the Agreement if I had acquired the Granted Shares pursuant to a court decree in domestic litigation.

**I AM AWARE THAT THE LEGAL, FINANCIAL AND RELATED MATTERS CONTAINED IN THE AGREEMENT ARE COMPLEX AND THAT I AM FREE TO SEEK INDEPENDENT PROFESSIONAL GUIDANCE OR COUNSEL WITH RESPECT TO THIS CONSENT. I HAVE EITHER SOUGHT SUCH GUIDANCE OR COUNSEL OR DETERMINED AFTER REVIEWING THE AGREEMENT CAREFULLY THAT I WILL WAIVE SUCH RIGHT.**

Dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 201 .

\_\_\_\_\_  
Print name:

**Election to Include Gross Income in Year  
of Transfer Pursuant to Section 83(b)  
of the Internal Revenue Code of 1986, as amended**

In accordance with Section 83(b) of the Internal Revenue Code of 1986, as amended (the "Code"), the undersigned hereby elects to include in his gross income as compensation for services the excess, if any, of the fair market value of the property (described below) at the time of transfer over the amount paid for such property.

The following sets for the information required in accordance with the Code and the regulations promulgated hereunder:

1. The name, address and social security number of the undersigned are:  
 Name:  
 Address:  
 Social Security No.:
2. The description of the property with respect to which the election is being made is as follows:  
 ( ) shares (the "Shares") of Common Stock, \$.01 par value per share, of ImmunoGen, Inc., a Massachusetts corporation (the "Company").
3. This election is made for the calendar year \_\_\_\_\_, with respect to the transfer of the property to the Taxpayer on \_\_\_\_\_.
4. Description of restrictions: The property is subject to the following restrictions:

In the event taxpayer's employment with the Company or an Affiliate is terminated, the taxpayer shall forfeit the Shares as set forth below:

- A. If the termination takes place on or prior to \_\_\_\_\_ all of the Shares will be forfeited.

B. If the termination takes place after \_\_\_\_\_, 201\_\_\_\_, the number of Shares forfeited shall be \_\_\_\_\_ (\_\_\_\_) Shares less \_\_\_\_\_ (\_\_\_\_) Shares for each full twelve (12) month period elapsed after \_\_\_\_\_, 201\_\_\_\_ if the taxpayer is employed by the Company or an Affiliate.

5. The fair market value at time of transfer (determined without regard to any restrictions other than restrictions which by their terms will never lapse) of the property with respect to which this election is being made is: \$[\_\_\_\_] per Share x [\_\_\_\_] Shares = \$[\_\_\_\_]. was not more than \$\_\_\_\_ per Share.
6. The amount paid by taxpayer for said property was \$[\_\_\_\_] per Share x [\_\_\_\_] Shares = \$[\_\_\_\_].
7. The amount to include in gross income is \$[\_\_\_\_].

*The undersigned taxpayer will file this election with the Internal Revenue Service office with which taxpayer files his annual income tax return not later than 30 days after the date of transfer of the property. A copy of the election also will be furnished to the person for whom the services were performed. Additionally, the undersigned will include a copy of the election with his income tax return for*

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*the taxable year in which the property is transferred. The undersigned is the person performing the services in connection with which the property was transferred.*

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
Print Name: