UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

x QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended December 31, 2006

OR

o TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number 0-17999

ImmunoGen, Inc.

Massachusetts	**04-2726691**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

128 Sidney Street, Cambridge, MA 02139
(Address of principal executive offices, including zip code)

(617) 995-2500
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. **x**Yes **o** No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer **o** Accelerated filer **x** Non-accelerated filer **o**

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

o Yes **x** No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Shares of common stock, par value $.01 per share: 41,641,450 shares outstanding as of February 5, 2007.

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IMMUNOGEN, INC.
CONSOLIDATED BALANCE SHEETS
(UNAUDITED)
In thousands, except per share amounts

	December 31, 2006	June 30, 2006
ASSETS		
Cash and cash equivalents	$ 5,182	$ 4,813
Marketable securities	61,500	70,210
Accounts receivable	3,193	1,569
Unbilled revenue	5,519	5,419
Inventory	1,997	1,235
Prepaid and other current assets	1,097	1,298
Total current assets	78,488	84,544
Property and equipment, net of accumulated depreciation	8,837	9,319
Other assets	406	265
Total assets	$ 87,731	$ 94,128
LIABILITIES AND STOCKHOLDERS' EQUITY		
Accounts payable	$ 1,093	$ 1,346
Accrued compensation	2,321	925
Other accrued liabilities	3,983	3,129
Current portion of deferred revenue	5,418	5,323
Total current liabilities	12,815	10,723
Long-term portion deferred revenue	9,718	10,705
Other long-term liabilities	286	350
Total liabilities	22,819	21,778
Commitments and contingencies		
Stockholders' equity:		
Common stock, $.01 par value; authorized 75,000 shares; issued and outstanding 41,641 shares and 41,474 shares as of December 31, 2006 and June 30, 2006, respectively	416	415
Additional paid-in capital	312,462	310,850
Accumulated deficit	(247,858)	(238,561)
Accumulated other comprehensive loss	(108)	(354)
Total stockholders' equity	64,912	72,350
Total liabilities and stockholders' equity	$ 87,731	$ 94,128

The accompanying notes are an integral part of the consolidated financial statements.

IMMUNOGEN, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(UNAUDITED)
In thousands, except per share amounts

	Three Months Ended December 31,		Six Months Ended December 31,	
	2006	2005	2006	2005
Revenues:				
Research and development support	$ 6,593	$ 5,231	$ 12,100	$ 10,917
License and milestone fees	3,428	1,275	4,834	2,536
Clinical materials reimbursement	2,051	81	2,908	912
Total revenues	12,072	6,587	19,842	14,365
Expenses:				
Cost of clinical materials reimbursed	1,588	94	2,235	999
Research and development	3,846	3,480	7,520	6,989
Preclinical and clinical	2,218	1,902	4,145	3,593
Process and product development	1,367	1,223	2,678	2,592
Manufacturing	4,337	2,155	8,841	5,078
General and administrative	2,566	2,332	5,363	5,125
Total expenses	15,922	11,186	30,782	24,376
Loss from operations	(3,850)	(4,599)	(10,940)	(10,011)
Interest income, net	874	758	1,739	1,476
Net realized gains (losses) on investments	5	(22)	5	(26)
Gain on sale of assets	1	1	1	3
Other income (expense)	(65)	366	(83)	366
Loss before income tax expense	(3,035)	(3,496)	(9,278)	(8,192)
Income tax expense	9	6	20	16
Net loss	$ (3,044)	$ (3,502)	$ (9,298)	$ (8,208)
Basic and diluted net loss per common share	$ (0.07)	$ (0.09)	$ (0.22)	$ (0.20)
Basic and diluted weighted average common shares outstanding	41,571	41,079	41,526	41,072

The accompanying notes are an integral part of the consolidated financial statements.

IMMUNOGEN, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)
In thousands, except per share amounts

	Six months ended December 31,	
	2006	2005
Cash flows from operating activities:		
Net loss	$ (9,298)	$ (8,208)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	1,402	1,332
Gain on sale of marketable securities	(5)	(3)
Gain on derivative contracts	(8)	—
Gain on sale of fixed assets	(1)	26
Stock-based compensation	1,261	1,246
Deferred rent	32	8
Changes in operating assets and liabilities:		
Accounts receivable	(1,624)	(496)
Unbilled revenue	(100)	238
Inventory	(762)	(267)
Prepaid and other current assets	214	444

Other assets	(141)	48
Accounts payable	(253)	(1,159)
Accrued compensation	1,396	1,291
Other accrued liabilities	849	603
Deferred revenue	(892)	254
Net cash used in operating activities	(7,930)	(4,643)
Cash flows from investing activities:		
Proceeds from maturities or sales of marketable securities	100,160	370,736
Purchases of marketable securities	(91,199)	(361,910)
Capital expenditures	(920)	(1,187)
Proceeds from sale of fixed assets	1	3
Net cash provided by investing activities	8,042	7,642
Cash flows from financing activities:		
Proceeds from stock options exercised	257	266
Net cash provided by financing activities	257	266
Net change in cash and cash equivalents	369	3,265
Cash and cash equivalents, beginning balance	4,813	3,423
Cash and cash equivalents, ending balance	$ 5,182	$ 6,688
Supplemental disclosure:		
Cash paid for income taxes	$ 20	$ 10

The accompanying notes are an integral part of the consolidated financial statements.

IMMUNOGEN, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2006

A. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying consolidated financial statements at December 31, 2006 and June 30, 2006 and for the three and six months ended December 31, 2006, and 2005 include the accounts of ImmunoGen, Inc. (the "Company") and its wholly-owned subsidiaries, ImmunoGen Securities Corp. and ImmunoGen Europe Limited. Although the consolidated financial statements are unaudited, they include all of the adjustments, consisting only of normal recurring adjustments, which management considers necessary for a fair presentation of the Company's financial position in accordance with accounting principles generally accepted in the U.S. for interim financial information. Certain information and footnote disclosures normally included in the Company's annual financial statements have been condensed or omitted. The preparation of interim financial statements requires the use of management's estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the interim financial statements and the reported amounts of revenues and expenditures during the reported period. The results of the interim periods are not necessarily indicative of the results for the entire year. Accordingly, the interim financial statements should be read in conjunction with the audited financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended June 30, 2006.

Revenue Recognition

The Company enters into out-licensing and development agreements with collaborative partners for the development of monoclonal antibody-based cancer therapeutics. The Company follows the provisions of the Securities and Exchange Commission's Staff Accounting Bulletin No. 104 (SAB No. 104), *Revenue Recognition*, and Emerging Issues Task Force 00-21 *Accounting for Revenue Arrangements with Multiple Elements* (EITF 00-21). In accordance with SAB No. 104 and EITF 00-21, the Company recognizes collaboration revenue related to research activities as they are performed, as long as there is persuasive evidence of an arrangement, the fee is fixed or determinable, and collection of the related receivable is probable. The Company recognizes revenue on preclinical and clinical materials when the materials have passed all quality testing required for collaborator acceptance and title has transferred to the collaborator. The terms of the Company's agreements contain multiple revenue elements, which typically include non-refundable license fees, payments for research activities and clinical material manufacturing obligations, payments based upon the achievement of certain milestones, and royalties on product sales. The Company evaluates such elements of its agreements to determine if the deliverables are separable into units of accounting and then applies applicable revenue recognition criteria to each unit of accounting.

At December 31, 2006, the Company had the following four types of collaborative contracts with the counterparties identified below:

· License to a single target antigen (single-target license):

Biogen Idec, Inc.

Biotest AG

Boehringer Ingelheim International GmbH

Centocor, Inc., a wholly-owned subsidiary of Johnson & Johnson

Genentech, Inc. (multiple single-target licenses)

Millennium Pharmaceuticals, Inc.

· Broad option agreements to acquire rights to a limited number of targets over a specified time period (broad license):

Amgen, Inc. (formerly Abgenix, Inc.)

Genentech, Inc.

Millennium Pharmaceuticals, Inc.

· A broad agreement to discover, develop and commercialize antibody-based anticancer products:

sanofi-aventis

· Non exclusive license to humanization technology

sanofi-aventis

Generally, the forgoing collaboration agreements provide that the Company will (i) at the collaborator's request, manufacture preclinical and clinical materials at the Company's cost, or, in some cases, cost plus a margin, (ii) receive payments upon the collaborators' achievements of certain milestones and (iii) receive royalty payments, generally until the later of the last applicable patent expiration or 12 years after product launch. The Company is required to provide technical training and to share any process improvements and know-how with its collaborators during the research term of the collaboration agreements.

Generally, upfront payments on single-target licenses are deferred over the period of the Company's substantial involvement during development. ImmunoGen employees are available to assist the Company's collaborators during the development of their products. The Company estimates this development phase to begin at the inception of the collaboration agreement and conclude at the end of Phase II testing. The Company believes this period of involvement is, depending on the nature of the license, on average six and one-half years. At each reporting period, the Company analyzes individual product facts and circumstances and reviews the estimated period of its substantial involvement to determine whether a significant change in its estimates has occurred and adjusts the deferral period accordingly. We do not believe that the change in the estimated period of substantial involvement during the three and six months ended December 31, 2006, had a material impact on net loss or license and milestone fees for the periods. In the event that a single-target license were to be terminated, the Company would recognize as revenue any portion of the upfront fee that had not previously been recorded as revenue, but was classified as deferred revenue at the date of such termination.

The Company defers upfront payments received from its broad licenses over the period during which the collaborator may elect to receive a license. These periods are specific to each collaboration agreement, but are between seven and 12 years. If a collaborator selects an option to acquire a license under these agreements, any option fee is deferred and recorded over the life of the option, generally 12 to 18 months. If a collaborator exercises an option and the Company grants a single-target license to the collaborator, the Company defers the license fee and accounts for the fee as it would an upfront payment on a single-target license, as discussed above. Upon exercise of an option to acquire a license, the Company would recognize any remaining deferred option fee over the period of the Company's substantial involvement under the license acquired. In the event that a broad license agreement were to be terminated, the Company would recognize as revenue any portion of the upfront fee that had not previously been recorded as revenue, but was classified as deferred revenue at the date of such termination. In the event that a collaborator elects to discontinue development of a specific product candidate under a single-target license, but retains its right to use the Company's technology to develop an alternative product candidate to the same target or a target substitute, the Company would cease amortization of any remaining portion of the upfront fee until there is substantial pre-clinical activity on another product candidate and the Company's remaining period of substantial involvement can be estimated.

The Company's discovery, development and commercialization agreement with sanofi-aventis included an upfront payment of $12.0 million that sanofi-aventis paid to ImmunoGen in August 2003. The Company deferred the upfront payment and is recognizing it ratably over the period of the Company's substantial involvement of five years, which includes the term of the collaborative research program of three years and two 12-month extensions that sanofi-aventis has exercised. The discovery, development and commercialization agreement also provides that ImmunoGen receive committed research funding totaling $79.3 million over the full five years of the research collaboration, which includes the initial three-year period and the two 12-month extensions. The committed research funding is based upon resources that ImmunoGen is required to contribute to the collaboration. The Company records the research funding as it is earned based upon its actual resources utilized in the collaboration. In August 2005, sanofi-aventis exercised the first of the two 12-month extensions. This extension is providing the Company with $18.2 million in additional committed funding over the twelve months beginning September 1, 2006. In August 2006, sanofi-aventis exercised its remaining option to extend the term of its research collaboration with the Company for an additional year. The Company is to receive a minimum of $10.4 million in committed research support funding from sanofi-aventis over the twelve-month period beginning September 1, 2007.

At the conclusion of the second sanofi-aventis research program year on August 31, 2005, a review of research activities during this period was conducted. This review identified $1.1 million in billable research activities performed under the program during the fiscal year ended June 30, 2005, which had not been billed or recorded as revenue. Accordingly, the Company has included this additional $1.1 million of research and support revenue in the accompanying consolidated statement of operations for the six months ended December 31, 2005. The Company does not believe such previously unrecorded revenue was material to the results of operations or the financial position of the Company for any interim period of fiscal 2005 or for the three or six months ended

December 31, 2005.

When milestone fees are specifically tied to a separate earnings process and are deemed to be substantive, revenue is recognized when such milestones are achieved. In addition, when appropriate, the Company recognizes revenue from certain research payments based upon the level of research services performed during the period of the research contract. Deferred revenue represents amounts received under collaborative agreements and not yet earned pursuant to these policies. Where the Company has no continuing involvement, the Company will record non-refundable license fees as revenue upon receipt and will record revenue upon achievement of milestones by its collaborative partners.

The Company produces preclinical and clinical materials for some of its collaborators. The Company is reimbursed for its fully burdened cost to produce clinical materials and, in some cases, fully burdened cost plus a profit margin. The Company recognizes revenue on preclinical and clinical materials when the materials have passed all quality testing required for collaborator acceptance and title has transferred to the collaborator.

The Company also produces research material for potential collaborators under material transfer agreements. Additionally, the Company performs research activities, including developing antibody-specific conjugation processes, on behalf of its collaborators and potential collaborators during the early evaluation and preclinical testing stages of drug development. Generally, the Company is reimbursed for its fully burdened cost of producing these materials or providing these services. The Company records the amounts received for the materials produced or services performed as a component of research and development support.

Marketable Securities

The Company invests in marketable securities of highly rated financial institutions and investment-grade debt instruments and limits the amount of credit exposure with any one entity. The Company has classified its marketable securities as “available-for-sale” and, accordingly, carries such securities at fair value. Unrealized gains and losses, if any, are reported as accumulated other comprehensive income (loss) within stockholders’ equity. The amortized cost of debt securities in this category is adjusted for amortization of premiums and accretion of discounts to maturity. Such amortization and accretions are included in interest income. Realized gains and losses on available-for-sale securities are included in net realized gains (losses) on investments. The cost of securities sold is based on the specific identification method. Interest and dividends are included in interest income.

Unbilled Revenue

The majority of the Company’s unbilled revenue at December 31, 2006 and June 30, 2006 represents (i) committed research funding to be earned based on actual resources utilized under the Company’s discovery, development and commercialization agreement with sanofi-aventis; and (ii) research funding to be earned based on actual resources utilized under the Company’s development and license agreements with Biogen Idec, Biotest, Centocor, and Genentech.

Inventory

Inventory costs primarily relate to clinical trial materials being manufactured for sale to the Company’s collaborators. Inventory is stated at the lower of cost or market as determined on a first-in, first-out (FIFO) basis.

Inventory at December 31, 2006 and June 30, 2006 is summarized below (in thousands):

	December 31, 2006	June 30, 2006
Raw materials	$ 668	$ —
Work in process	1,329	1,235
Total	$ 1,997	$ 1,235

Inventory at December 31, 2006 and June 30, 2006 is stated net of write-downs of $2.1 million and $2.9 million, respectively. The write-downs represent the cost of DM1, DM4 and ansamitocin P3 that the Company considers to be in excess of a 12-month supply based on current collaborator firm, fixed orders and projections

All Tumor-Activated Prodrug (TAP) product candidates currently in preclinical and clinical testing include either DM1 or DM4

as a cell-killing agent, and these agents are the subject of the Company’s collaborations. DM1 and DM4 (collectively referred to as DMx) are both manufactured from a precursor, ansamitocin P3.

Due to yield fluctuations, the actual amount of ansamitocin P3 and DMx that will be produced in future periods under supply agreements is highly uncertain. As such, the amount of ansamitocin P3 and/or DMx produced could be more than is required to support the development of the Company’s and its collaborators’ products. Such excess product, as determined under the Company’s inventory reserve policy, is charged to cost of clinical materials reimbursed.

The Company produces preclinical and clinical materials for its collaborators either in anticipation of or in support of clinical trials, or for process development and analytical purposes. Under the terms of supply agreements with its collaborators, the Company generally receives rolling six-month firm, fixed orders for conjugate that the Company is required to manufacture, and rolling twelve- month manufacturing projections for the quantity of conjugate the collaborator expects to need in any given twelve-month period. The amount of clinical material produced is directly related to the number of on-going clinical trials for which the Company is producing clinical material for itself and its collaborators, the speed of enrollment in those trials and the dosage schedule of each clinical trial. Because these elements are difficult to estimate over the course of a trial, substantial differences between collaborators’ actual manufacturing orders and their projections could result in usage of DMx and ansamitocin P3 varying significantly from estimated usage at an earlier reporting

period. To the extent that a collaborator has provided the Company with a firm, fixed order, the collaborator is contractually required to reimburse the Company the full cost of the conjugate and any agreed margin thereon, even if the collaborator subsequently cancels the manufacturing run.

The Company accounts for the DMx and ansamitocin P3 inventory as follows:

a) That portion of the DMx and/or ansamitocin P3 that the Company intends to use in the production of its own products is expensed upon receipt of the materials;

b) To the extent that the Company has collaborator projections for up to twelve months of firm, fixed orders and/or projections, the Company capitalizes the value of DMx and ansamitocin P3 that will be used in the production of conjugate subject to these firm, fixed orders and/or projections;

c) The Company considers more than twelve month supply of ansamitocin P3 and/or DMx that is not supported by collaborators' firm, fixed orders or projections to be excess. The Company establishes a reserve to reduce to zero the value of any such excess ansamitocin P3 or DMx inventory with a corresponding charge to cost of clinical materials reimbursed; and

d) The Company also considers any other external factors and information of which it becomes aware and assesses the impact of such factors or information on the net realizable value of the DMx and ansamitocin P3 inventory at each reporting period.

The Company did not record any cost of clinical materials reimbursement expense related to excess inventory during the three and six months ended December 31, 2006. However, in the three and six months ended December 31, 2005, the Company recorded $26,000 and $153,000, respectively, to write down certain batches of ansamitocin P3 and DMx and certain work-in-process amounts to their net realizable value. If the Company increases its on-hand supply of DMx or ansamitocin P3, a corresponding change to the Company's collaborators' projections could result in significant changes in the Company's estimate of the net realizable value of DMx and ansamitocin P3 inventory. Reductions in collaborators' projections could indicate that the Company has additional excess DMx and/or ansamitocin P3 inventory and the Company would then evaluate the need to record further write-downs, included as charges to cost of clinical materials reimbursed.

Computation of Net Loss Per Common Share

Basic net loss per common share is calculated based upon the weighted average number of common shares outstanding during the period. Diluted net loss per common share incorporates the dilutive effect of stock options and warrants. The total number of options and warrants convertible into ImmunoGen Common Stock and the resulting ImmunoGen Common Stock equivalents, as calculated in accordance with the treasury-stock accounting method, are included in the following table (in thousands):

	Three Months Ended December 31,		Six Months Ended December 31,	
	2006	2005	2006	2005
Options and warrants convertible into Common Stock	5,693	5,714	5,693	5,714
Common Stock equivalents	1,149	1,566	841	1,721

ImmunoGen Common Stock equivalents have not been included in the calculations of dilutive net loss per common share calculations for the three and six months ended December 31, 2006 and 2005 because their effect is anti-dilutive due to the Company's net loss position.

Comprehensive Loss

The Company presents comprehensive income (loss) in accordance with Statement of Financial Accounting Standards (SFAS) No. 130, "Reporting Comprehensive Income." For the three and six months ended December 31, 2006, total comprehensive loss equaled $3.1 million and $9.1 million, respectively. For the three and six months ended December 31, 2005, total comprehensive loss equaled $3.5 million and $8.2 million, respectively. Comprehensive loss was comprised entirely of the Company's net loss and the change in its unrealized gains and losses on its available-for-sale marketable securities for all periods presented.

Stock-Based Compensation

As of December 31, 2006, the Company has one share-based compensation plan, which is the ImmunoGen, Inc. 2006 Employee, Director and Consultant Equity Incentive Plan (the "Plan"). The Plan was approved by the Company's Board of Directors and the stockholders of the Company on November 14, 2006, and replaced the previous stock option plan, the ImmunoGen, Inc. Restated Stock Option Plan, as amended (the "Former Plan"). The Plan provides for the issuance of Stock Grants, the grant of Options and the grant of Stock-Based Awards for up to 2,500,000 shares of Common Stock of the Company, as well as any shares of Common Stock that are represented by awards granted under the Former Plan that are forfeited, expire or are cancelled without delivery of shares of Common Stock or which result in the forfeiture of shares of Common Stock back to the Company on or after November 13, 2006, or the equivalent of such number of shares after the Administrator, in its sole discretion, has interpreted the effect of any stock split, stock dividend, combination, recapitalization or similar transaction in accordance with the Plan; provided, however, that no more than 5,900,000 shares shall be added to the Plan, from the Former Plan, pursuant to this provision. Option awards are granted with an exercise price equal to the market price of the Company's stock at the date of grant. Options vest at various periods of up to four years and may be exercised within ten years of the date of grant.

Effective July 1, 2005, the Company adopted the fair value recognition provisions of Financial Accounting Standards Board (FASB) Statement 123(R), *Share-Based Payment*(Statement 123(R)), using the modified-prospective-transition method. Under that transition method, compensation cost recognized includes: (a) compensation cost for all share-based payments granted, but not yet vested as of July 1, 2005, based on the grant-date fair value estimated in accordance with the original provisions of Statement 123 (as defined below), and (b) compensation cost for all share-based payments granted subsequent to July 1, 2005, based on the grant-date fair value estimated in accordance with the provisions of Statement 123(R). Such amounts have been reduced by the Company's estimate of forfeitures of all unvested awards. For stock options granted to non-employees, the Company recognizes compensation expense in

accordance with the requirements of Statement of Financial Accounting Standards (SFAS) No. 123, "Accounting for Stock Based Compensation" (Statement 123). Statement 123 requires that companies recognize compensation expense based on the estimated fair value of options granted to non-employees over their vesting period, which is generally the period during which services are rendered by such non-employees.

The fair value of each stock option is estimated on the date of grant using the Black-Scholes option-pricing model that uses the assumptions noted in the following table. Expected volatility is based exclusively on historical volatility data of the Company's stock. The expected term of stock options granted is based exclusively on historical data and represents the period of time that stock options granted are expected to be outstanding. The expected term is calculated for and applied to one group of stock options as the Company does not expect substantially different exercise or post-vesting termination behavior among its employee population. The risk-free rate of the stock options is based on the U.S. Treasury rate in effect at the time of grant for the expected term of the stock options. The following table includes the assumptions used in calculating our stock-based compensation for the three and six month periods ended December 31, 2006 and 2005:

	Three Months Ended December 31,		Six Months Ended December 31,	
	2006	2005	2006	2005
Dividend	None	None	None	None
Volatility	79.14%	87.21%	82.27%	87.21%
Risk-free interest rate	4.59%	4.40%	4.86%	4.09%
Expected life (years)	6.35	5.88	6.52	5.88

Using the Black-Scholes option-pricing model, the weighted average grant date fair value of options granted during the three months ended December 31, 2006 and 2005 was $3.13 and $4.17, respectively, and $2.72 and $4.72 for options granted during the six months ended December 31, 2006 and 2005, respectively.

As of December 31, 2006, the estimated fair value of unvested employee awards was $4.1 million net of estimated forfeitures. The weighted-average remaining vesting period for these awards is approximately two and one-half years.

During the six months ended December 31, 2006, holders of options issued under the Plan exercised their rights to acquire an aggregate of 167,495 shares of common stock at prices ranging from $0.84 to $3.95 per share. The total proceeds to the Company from these option exercises were approximately $257,000.

Derivatives

Derivative instruments include a portfolio of short duration foreign currency forward contracts intended to mitigate the risk of exchange fluctuations for manufacturing/development contracts to be paid in Euros and Swedish Krona. Derivatives are estimated at fair value and classified as other current assets or liabilities in the accompanying Consolidated Balance Sheets. The fair value of these instruments represent the present value of estimated future cash flows under the contracts, which are a function of underlying interest rates, currency rates, related volatility, counterparty creditworthiness and duration of the contracts. Changes in these factors or a combination thereof may affect the fair value of these instruments.

We do not designate foreign currency forward contracts as hedges for accounting purposes, and changes in the fair value of these instruments are recognized in earnings during the period of change. Because we enter into forward contracts only as an economic hedge, any gain or loss on the underlying foreign-denominated balance would be offset by the loss or gain on the forward contract. Net gains on forward contracts for the period are $13,000 and are included in the Consolidated Statement of Operations as other income (expense). As of December 31, 2006, we had outstanding forward contracts with notional amounts equivalent to approximately $4.1 million (2.6 million in Euros and 4.8 million in Swedish Krona), all maturing on or before June 29, 2007. As of December 31, 2005, there were no foreign currency contracts outstanding.

Reclassifications

Prior year treasury stock balances have been reclassified to common stock and additional paid-in capital in order to conform to the current year presentation.

Segment Information

During the three and six months ended December 31, 2006, the Company continued to operate in one reportable business segment under the management approach of SFAS No. 131, "Disclosures about Segments of an Enterprise and Related Information," which is the business of discovery of monoclonal antibody-based cancer therapeutics.

Revenues from sanofi-aventis accounted for approximately 67% and 79% of total revenues for the three and six months ended December 31, 2006 and 2005, respectively. Revenues from Genentech accounted for 18% and 7% of total revenues for the three months ended December 31, 2006 and 2005, respectively, and 21% and 8% for the six months ended December 31, 2006 and 2005, respectively. There were no other individually significant customers in the three and six months ended December 31, 2006 and 2005.

Recent Accounting Pronouncements

In September 2006, the FASB issued SFAS No. 157, *"Fair Value Measurements,"* or SFAS 157, which is effective for fiscal years beginning after November 15, 2007. SFAS 157 defines fair value, establishes a framework for measuring fair value in accordance with Generally Accepted Accounting Principles, and expands disclosures about fair value measurements. The Statement codifies the definition of fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The standard clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions. We have not completed our evaluation of the effects of adopting this standard, however, we do not believe the adoption will have a material impact on the Company's financial statements.

In September 2006, the SEC staff issued Staff Accounting Bulletin Topic 1N (SAB 108*), "Financial Statements — Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements,"* or SAB 108 which is effective for fiscal years ending after November 15, 2006. SAB 108 provides guidance on how prior year misstatements should be taken into consideration when quantifying misstatements in current year financial statements for purposes of determining whether the financial statements are materially misstated. Under this guidance, companies should take into account both the effect of a misstatement on the current year balance sheet as well as the impact upon the current year income statement in assessing the materiality of a current year misstatement. Once a current year misstatement has been quantified, the guidance in SAB Topic 1M,

"Financial Statements — Materiality," or SAB 99, should be applied to determine whether the misstatement is material. The implementation of SAB 108 has not had a material impact on the Company's financial statements.

In July 2006, the FASB issued Financial Interpretation No. (FIN) 48, *Accounting for Uncertainty in Income Taxes*, which applies to all tax positions related to income taxes subject to No. 109 (SFAS 109), *Accounting for Income Taxes*. This includes tax positions considered to be "routine" as well as those with a high degree of uncertainty. FIN 48 utilizes a two-step approach for evaluating tax positions. Recognition (step one) occurs when an enterprise concludes that a tax position, based solely on its technical merits, is more-likely-than-not to be sustained upon examination. Measurement (step two) is only addressed if step one has been satisfied (i.e., the position is more-likely-than-not to be sustained). Under step two, the tax benefit is measured as the largest amount of benefit, determined on a cumulative probability basis that is more-likely-than-not to be realized upon ultimate settlement. FIN 48's use of the term "more-likely-than-not" in steps one and two is consistent with how that term is used in SFAS 109 (i.e., a likelihood of occurrence greater than 50 percent).

Those tax positions failing to qualify for initial recognition are recognized in the first subsequent interim period they meet the more-likely-than-not standard, or are resolved through negotiation or litigation with the taxing authority, or upon expiration of the statute of limitations. Derecognition of a tax position that was previously recognized would occur when a company subsequently determines that a tax position no longer meets the more-likely-than-not threshold of being sustained. FIN 48 specifically prohibits the use of a valuation allowance as a substitute for derecognition of tax positions. Additionally, FIN 48 requires expanded disclosure requirements, which include a tabular rollforward of the beginning and ending aggregate unrecognized tax benefits as well as specific detail related to tax uncertainties for which it is reasonably possible the amount of unrecognized tax benefit will significantly increase or decrease within twelve months. These disclosures are required at each annual reporting period unless a significant change occurs in an interim period. FIN 48 is effective for fiscal years beginning after December 15, 2006 (our fiscal year 2008). We have not completed our evaluation of the effects of adopting this standard, however, we do not believe the adoption will have material impact on our results of operation or financial position.

B. Agreements

Biotest AG

In July 2006, the Company entered into a development and license agreement with Biotest AG. The agreement grants Biotest AG exclusive rights to use the Company's TAP technology with antibodies to a target found on multiple myeloma cells to create anticancer therapeutics. Under the agreement, the Company received a $1 million upfront payment, and is entitled to receive up to $35.5 million in milestone payments plus royalties on the sales of any resulting products. The Company will receive manufacturing payments for any preclinical and clinical materials made at the request of Biotest. The agreement also provides ImmunoGen with the right to elect to participate, at specific stages during the clinical evaluation of any compound created under this agreement, in the U.S. development and commercialization of that compound in lieu of receiving royalties on U.S. sales of that product and the milestone payments not yet earned. The Company can exercise this right by payment to Biotest of an agreed-upon fee of $5 million or $15 million, depending on the stage of development. Upon exercise of this right, ImmunoGen and Biotest would share equally the associated costs of product development and commercialization in the United States along with the profit, if any, from U.S. product sales.

sanofi-aventis

In August 2006, sanofi-aventis exercised its remaining option to extend the term of the research collaboration with the Company for another year, and committed to pay the Company a minimum of $10.4 million in research support over the twelve months beginning September 1, 2007. Additionally, effective September 1, 2006, ImmunoGen is no longer obligated to present new targets for antibody-based anticancer therapeutics to sanofi-aventis, enabling the Company to use such targets in the development of its own proprietary products.

In October 2006, sanofi-aventis informed the Company that the clinical testing of AVE1642 began, triggering a $2 million milestone payment to the Company. This milestone is included in license and milestone fee revenue for the three and six month period ended December 31, 2006. Additionally, in October 2006, sanofi-aventis licensed non-exclusive rights to use ImmunoGen's proprietary resurfacing technology to humanize antibodies. This technology was developed to enable antibodies initially of murine origin to appear to be human to the human immune system. This license provides sanofi-aventis with the non-exclusive right to use ImmunoGen's proprietary humanization technology through August 31, 2011, and can be extended thereafter. Under the terms of the license, ImmunoGen will receive a $1 million license fee, half of which was paid upon contract signing and the second half is due on August 31, 2008, and in addition, ImmunoGen is entitled to receive milestone payments potentially totaling $4.5 million plus royalties on sales for each compound humanized under this agreement. The Company has deferred the $500,000 portion of the upfront payment already received and will recognize this amount as revenue over the estimated period of substantial involvement.

In December 2006, sanofi-aventis entered into an option agreement with the Company that provides it the right to gain expanded and extended access to the Company's TAP technology. The option agreement provides sanofi-aventis with the right to enter into a multi-target agreement with the Company prior to or on August 31, 2008 by payment of an agreed-upon option exercise fee. The multi-target agreement would allow sanofi-aventis to evaluate the Company's TAP technology with antibodies to targets not included in the existing research collaboration between the companies-with certain restrictions- and to license the right to use the technology to develop products for such targets on agreed-upon terms. The Company received payment of $500,000 with the signing of this option agreement, which the Company has deferred and will recognize over the option period.

The Company has agreements with other companies with respect to its compounds, as described elsewhere in this Quarterly Report and in its 2006 Annual Report on Form 10-K.

C. Capital Stock

The Company recorded approximately $32,000 and $42,000 in compensation expense during the three and six months ended December 31, 2006, respectively, related to stock units outstanding under the Company's 2001 Non-Employee Director Stock Plan. During the three and six months ended December 31, 2005, the Company recaptured approximately $52,800 and $15,800, respectively, of previously recorded compensation expense. The value of the stock units is adjusted to market value at each reporting period.

Under the Company's 2004 Non-Employee Director Compensation and Deferred Share Unit Plan, the Company issued 35,047 deferred share units during the six months ended December 31, 2006. The Company recorded approximately $67,000 and $121,000 in compensation expense related to deferred share units outstanding under the 2004 Plan during the three and six months ended December 31, 2006, respectively. The Company recorded approximately $(8,300) and $47,500 in compensation expense or (expense reduction) related to the issuance of 13,817 stock units for director services rendered during the three and six months ended December 31, 2005, respectively. The 2004 Non-Employee Director Compensation and Deferred Share Unit Plan was amended on September 5, 2006. Per the terms of the amended 2004 Non-Employee Director Compensation and Deferred Share Unit Plan, upon approval of the 2006 Employee, Director and Consultant Equity Plan, the redemption amount for deferred share units will be paid in shares of Common Stock of the Company in lieu of cash. The 2006 Employee, Director and Consultant Equity Plan was approved by the Company's Board of Directors on September 6, 2006, subject to approval by the Company's stockholders, which was received on November 14, 2006. As a result of the change in payout structure, the value of the vested awards was transferred to additional paid-in capital as of the modification date in the amount of $175,000 and the total value of the awards, as calculated on the modification date, is being expensed over the remainder of the vesting period. Accordingly, the value of the share units is fixed and will no longer be adjusted to market value at each reporting period. Additionally, under the amended 2004 Non-Employee Director Compensation and Deferred Share Unit Plan, the Company issued 15,552 deferred share units during the six months ended December 31, 2006.

ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

OVERVIEW

Since our inception, we have been principally engaged in the development of targeted antibody-based anticancer therapeutics. The combination of our expertise in antibodies and cancer biology has resulted in the development of both proprietary product candidates and technologies. Our Tumor-Activated Prodrug, or TAP, technology relates to the attachment of one of our proprietary, extremely potent small molecule cytotoxic (cell-killing) agents to monoclonal antibodies that bind specifically to cancer cells. The antibody serves to target the cytotoxic agent specifically to cancers cells and the cytotoxic agent serves to kill the cells. Our TAP technology is designed to selectively kill cancer cells with limited damage to healthy tissue. The cytotoxic agents used in TAP compounds currently in preclinical and clinical testing are DM1 and DM4, our proprietary derivatives of a naturally occurring substance called maytansine. We also use our expertise in antibodies and cancer biology to develop naked-antibody anticancer product candidates.

We have entered into collaborative agreements that enable companies to use our TAP technology to develop commercial product candidates containing their antibodies. We have also used our proprietary TAP technology in conjunction with our in-house antibody expertise to develop our own anticancer product candidates. Under the terms of our collaborative agreements, we are entitled to upfront fees, milestone payments, and royalties on any commercial product sales. We are reimbursed for our fully burdened costs to manufacture preclinical and clinical materials and, under certain collaborative agreements, the reimbursement includes a profit margin. Currently, our collaborative partners include Amgen, Inc. (formerly Abgenix, Inc.), Biogen Idec, Biotest AG, Boehringer Ingelheim International GmbH, Centocor, Inc. (a wholly-owned subsidiary of Johnson & Johnson), Genentech, Inc., Millennium Pharmaceuticals, Inc., and sanofi-aventis. We expect that substantially all of our revenue for the foreseeable future will result from payments under our collaborative arrangements.

In July 2003, we announced a discovery, development and commercialization collaboration with Aventis Pharmaceuticals, Inc. (now sanofi-aventis). Under the terms of this agreement, in consideration of an upfront payment of $12 million, sanofi-aventis gained commercialization rights to three of the then-most-advanced product candidates in our preclinical pipeline, and the commercialization rights to new product candidates developed within the collaboration during its research program. This collaboration allows us to benefit from sanofi-aventis' clinical development and commercialization capabilities. Under the terms of the sanofi-aventis agreement, we also are entitled to receive committed research funding totaling approximately $79.3 million over the full five years of the research collaboration, which includes the initial three-year term of the research program ending August 31, 2006 plus the two 12-month extensions beginning September 1, 2006.

In August 2005, sanofi-aventis exercised its contractual right to extend the term of its research program with us and committed to fund $18.2 million in research support over the twelve months beginning September 1, 2006. In August 2006, sanofi-aventis exercised its remaining option to extend the term of the research collaboration with us for an additional year, and committed to pay ImmunoGen a minimum of $10.4 million in research support over the twelve months beginning September 1, 2007. Additionally, effective September 1, 2006, we are no longer obligated to present new targets for antibody-based anticancer therapeutics to sanofi-aventis, enabling us to be able to use such targets in the development of our own proprietary products. After August 2008, sanofi-aventis will need to license the right to use our maytansinoid TAP technology with antibodies to targets that were not part of the research collaboration between us and sanofi-aventis.

In December 2006, sanofi-aventis entered into an option agreement with us that enables them to gain expanded access to our TAP technology. The option agreement provides sanofi-aventis with the right to enter into a multi-target agreement with us prior to or on August 31, 2008 by payment of an agreed-upon option exercise fee. The multi-target agreement would allow sanofi-aventis to evaluate our TAP technology with antibodies to targets not included in the existing research collaboration between the companies-with certain restrictions-and to license the right to use the technology to develop products for such targets on agreed-upon terms. We received payment of $500,000 with the signing of this option agreement, which we have deferred and will recognize over the option period.

In October 2006, sanofi-aventis informed us that clinical testing of AVE1642 had begun, triggering a $2 million milestone payment to us. This milestone is included in license and milestone fees revenue for the three and six months ending December 31, 2006. Additionally, in October 2006, sanofi-aventis licensed non-exclusive rights to use our proprietary resurfacing technology to humanize antibodies. This technology was developed to enable antibodies

initially of murine origin to appear to be human to the human immune system. This license provides sanofi-aventis with the non-exclusive right to use our proprietary humanization technology through August 31, 2011, and can be extended thereafter. Under the terms of the license, ImmunoGen is due a $1 million license fee, half of which was paid upon contract signing and the second half is due on August 31, 2008, and in addition, ImmunoGen is entitled to receive milestone payments potentially totaling $4.5 million plus royalties on sales for each compound humanized under this agreement. We have deferred the $500,000 portion of the upfront payment already received and will recognize this amount as revenue over the estimated period of substantial involvement.

On January 27, 2006, Genentech notified us that the trastuzumab-MCC-DM1 Investigational New Drug (IND) application submitted by Genentech to the FDA had become effective. Under the terms of our May 2000 license agreement with Genentech that granted Genentech exclusive rights to use our TAP technology with antibodies to HER2, this event triggered a $2.0 million milestone payment to us. Trastuzumab-MCC-DM1 comprises Genentech's HER2-targeting antibody, trastuzumab, and our DM1 cell-killing agent. On December 15, 2006 we announced the presentation of initial findings from a trastuzumab-MCC-DM1 clinical study at a medical conference. The findings presented were from an ongoing Phase I trial evaluating the compound in patients with HER2-positive metastatic breast cancer that had progressed while being treated with a chemotherapy regimen that included trastuzumab (Herceptin(R)). This study is designed to assess the safety, tolerability, and pharmacokinetics of trastuzumab-MCC-DM1; evidence of anticancer activity also was reported. The patient who had received the greatest amount of trastuzumab-MCC-DM1 at the time of the conference had an objective partial response by RECIST criteria. Dose limiting but rapidly reversible thrombocytopenia was observed in this patient. At the time of the symposium, the maximum tolerated dose had not yet been defined and patient enrollment was ongoing.

On January 25, 2006, Millennium Pharmaceuticals, Inc. notified us that, as part of its ongoing portfolio management process and based on the evaluation of clinical data in the context of other opportunities in its pipeline, Millennium had decided not to continue the development of its MLN2704 compound. Millennium retains its right to use our maytansinoid TAP technology with antibodies targeting PSMA.

On March 27, 2006, Millennium paid us a fee of $250,000 to extend the agreement that provides Millennium with certain rights to test our TAP technology with antibodies to specific targets and to license the right to use the technology to develop products on the terms defined in the agreement. This agreement was scheduled to expire on March 30, 2006, it is now scheduled to expire on March 30, 2007.

In August 2003, Vernalis completed its acquisition of British Biotech. In connection with this acquisition, the merged company, called Vernalis plc, announced that it intended to review its merged product candidate portfolio, including its collaboration with ImmunoGen on huN901-DM1. After discussion with Vernalis, in January 2004 we announced that we would take over further development of the product candidate. Pursuant to the terms of the termination agreement executed on January 7, 2004, Vernalis retained responsibility for the conduct and expense of the study it initiated in the United States (Study 001) until June 30, 2004, and the study it had started in the United Kingdom (Study 002) through completion. We took over responsibility for Study 001 on July 1, 2004 and, in September 2005, we announced the initiation of our own clinical trial with huN901-DM1 in multiple myeloma (Study 003). On December 15, 2005, we executed an agreement to amend the residual obligation terms of the January 7, 2004 termination agreement with Vernalis. Under the terms of the amendment, we assumed responsibility for Study 002 as of December 15, 2005, including the cost of its completion. Under the amendment, Vernalis paid us $365,000 in consideration of the expected cost of the obligations assumed by us with the amendment.

On November 10, 2006, we announced the presentation of clinical data from Study 002 at the 18th EORTC-NCI-AACR International Conference on Molecular Targets and Cancer Therapeutics (EORTC) in Prague. This ongoing Phase I dose-escalation trial is designed to assess the safety and tolerability of huN901-DM1in patients with CD56-expressing solid tumors. At the time of the conference, the maximum tolerated dose of the compound had not yet been established. Evidence of anticancer activity was reported. A patient with Merkel cell cancer had a complete response following treatment with huN901-DM1 and had been in remission for 21 months at the time of the conference. A patient with relapsed small-cell lung cancer had an unconfirmed partial response and another thirteen patients had stable disease following treatment with huN901-DM1. In December 2006, the first findings from Study 003 were reported at the American Society of Hematology (ASH) annual meeting. While this ongoing Phase I trial is designed to evaluate the safety and tolerability of huN901-DM1 in patients with relapsed multiple myeloma, evidence of anticancer activity also was reported. Among the three patients receiving the higher of the two dose levels evaluated to date, one had an objective response and the other two had stable disease. The maximum tolerated dose had not yet been established in this study.

On January 8, 2004, we announced that we intended to advance cantuzumab mertansine (huC242-DM1), or an improved version of the compound, into human testing to assess the clinical utility of the compound in certain indications. In October 2004, we announced that we decided to move huC242-DM4 into clinical trials instead of cantuzumab mertansine. We initiated a Phase I clinical trial with huC242-DM4 in June 2005. On November 8, 2006 we announced the presentation of initial clinical data from this ongoing study at EORTC. This trial is designed as a dose-escalation study, in which increasingly higher doses of the compound are evaluated in new cohorts of patients until dose-limiting toxicity is observed. In a trial of this design, the occurrence of potential dose-limiting toxicity is typically assessed prior to defining the maximum tolerated dose. Eight huC242-DM4 dose levels have been evaluated in this study. We have encountered some toxicity, which is being assessed and may be addressable with patient pretreatment. The maximum tolerated dose of the compound has not been established.

Based upon the results of our clinical trials, if and when they are completed, we will evaluate whether to continue clinical development of huN901-DM1 and huC242-DM4, and, if so, whether we will seek a collaborative partner or partners to continue the clinical development and commercialization of either or both of these compounds.

To date, we have not generated revenues from commercial product sales and we expect to incur significant operating losses for the foreseeable future. We do not anticipate that we will have a commercially approved product within the near future. Research and development expenses and cash expenditures are expected to increase significantly in the near term as we continue our development efforts, including an expanded clinical trial program and development of commercial-scale production capabilities at third-party suppliers. As of December 31, 2006, we had approximately $66.7 million in cash and marketable securities. We anticipate that our current capital resources and future collaboration payments, including the committed research funding due us under the sanofi-aventis collaboration over the remainder of the research program, will enable us to meet our operational expenses and capital expenditures for at least the current and next one to two fiscal years.

We anticipate that the increase in total cash expenditures will be partially offset by collaboration-derived proceeds, including milestone payments and the committed research funding to which we are entitled pursuant to the sanofi-aventis collaboration. Accordingly, period-to-period operational results may fluctuate dramatically based upon the timing of receipt of the proceeds. We believe that our established collaborative agreements, while subject to specified milestone achievements, will provide funding to assist us in meeting obligations under our collaborative agreements while also assisting in providing

funding for the development of internal product candidates and technologies. However, we can give no assurances that such collaborative agreement funding will, in fact, be realized in the time frames we expect, or at all. Should we or our partners not meet some or all of the terms and conditions of our various collaboration agreements, we may be required to pursue additional strategic partners, secure alternative financing arrangements, and/or defer or limit some or all of our research, development and/or clinical projects.

Critical Accounting Policies

We prepare our consolidated financial statements in accordance with accounting principles generally accepted in the United

States. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses and related disclosure of contingent assets and liabilities. On an on-going basis, we evaluate our estimates, including those related to our collaborative agreements and inventory. We base our estimates on historical experience and various other assumptions that we believe to be reasonable under the circumstances. Actual results may differ from these estimates.

We believe the following critical accounting policies affect our more significant judgments and estimates used in the preparation of our consolidated financial statements.

Revenue Recognition

We estimate the period of our significant involvement during development for each of our collaborative agreements. We recognize any upfront fees received from our collaborators ratably over this estimated period of significant involvement. We generally believe our period of significant involvement occurs between the date we sign a collaboration agreement and completion of Phase II testing of our collaborator's product that is the subject of the collaboration agreement. We estimate that this time period is generally six and one-half years, depending on the characteristics of the license. The actual period of our involvement could differ significantly based upon the results of our collaborators' preclinical and clinical trials, competitive products that are introduced into the market and the general uncertainties surrounding drug development. Any difference between our estimated period of involvement during development and our actual period of involvement could have a material effect upon our results of operations. We assess our period of significant involvement with each collaboration on a quarterly basis and adjust the period of involvement prospectively, as appropriate.

We are recognizing the $12.0 million upfront fee we received from sanofi-aventis ratably over our estimated period of significant involvement of five years. This estimated period includes the initial three-year term of the collaborative research program and the two 12-month extensions sanofi-aventis exercised in August 2005 and 2006.

Inventory

We review our estimates of the net realizable value of our inventory at each reporting period. Our estimate of the net realizable value of our inventory is subject to judgment and estimation. The actual net realizable value of our inventory could vary significantly from our estimates. We consider quantities of DM1 and DM4, collectively referred to as DMx, and ansamitocin P3 in excess of twelve-month projected usage that is not supported by collaborators' firm, fixed orders and projections to be excess. To date, we have fully reserved any such material identified as excess with a corresponding charge to cost of clinical materials reimbursed. Our collaborators' estimates of their clinical material requirements are based upon expectations of their clinical trials, including the timing, size, dosing schedule and maximum tolerated dose of each clinical trial. Our collaborators' actual requirements for clinical materials may vary significantly from their projections. Sizeable differences between our collaborators' actual manufacturing orders and their projections could result in our actual twelve-month usage of DMx and ansamitocin P3 varying significantly from our estimated usage at an earlier reporting period.

Stock Based Compensation

As of December 31, 2006, the Company has one share-based compensation plan, which is the ImmunoGen, Inc. 2006 Employee, Director and Consultant Equity Incentive Plan. Effective July 1, 2005, we adopted the fair value recognition provisions of Financial Accounting Standards Board (FASB) Statement 123(R), *Share-Based Payment* (Statement 123(R)), using the modified-prospective-transition method. Under that transition method, compensation cost includes: (a) compensation cost for all share-based payments granted, but not yet vested as of July 1, 2005, based on the grant-date fair value estimated in accordance with the original provisions of Statement 123 (as defined below), and (b) compensation cost for all share-based payments granted subsequent to July 1, 2005, based on the grant-date fair value estimated in accordance with the provisions of Statement 123(R). Such amounts have been reduced by the Company's estimate of forfeitures of all unvested awards.

The fair value of each stock option is estimated on the date of grant using the Black-Scholes option-pricing model. Expected volatility is based exclusively on historical volatility data of the Company's stock. The expected term of stock options granted is based exclusively on historical data and represents the period of time that stock options granted are expected to be outstanding. The expected term is calculated for and applied to one group of stock options as the Company does not expect substantially different exercise or post-vesting termination behavior among its employee population. The risk-free rate of the stock options is based on the U.S. Treasury rate in effect at the time of grant for the expected term of the stock options. The compensation cost that has been incurred during the three and six months ended December 31, 2006 is $589,000 and $1.2 million, respectively. As of December 31, 2006, the estimated fair value of unvested employee awards was $4.1 million net of estimated forfeitures. The weighted-average remaining vesting period for these awards is approximately two and one-half years.

Derivatives

Derivative instruments include a portfolio of short duration foreign currency forward contracts intended to mitigate the risk of exchange fluctuations for manufacturing/development contracts to be paid in Euros and Swedish Krona. Derivatives are estimated at fair value and classified as other current assets or liabilities in the accompanying Consolidated Balance Sheets. The fair value of these instruments represent the present value of estimated future cash flows under the contracts, which are a function of underlying interest rates, currency rates, related volatility, counterparty creditworthiness and duration of the contracts. Changes in these factors or a combination thereof may affect the fair value of these instruments.

We do not designate foreign currency forward contracts as hedges for accounting purposes, and changes in the fair value of these instruments are recognized in earnings during the period of change. Because we enter into forward contracts only as an economic hedge, any gain or loss on the underlying foreign-denominated balance would be offset by the loss or gain on the forward contract. Net gains on forward contracts for the period are $13,000 and are included in the Consolidated Statement of Operations as other income (expense). As of December 31, 2006, we had outstanding forward contracts with notional amounts equivalent to approximately $4.1 million (2.6 million in Euros and 4.8 million in Swedish Krona), all maturing on or before June 29, 2007. As of December 31, 2005, there were no foreign currency contracts outstanding.

RESULTS OF OPERATIONS

Comparison of Three Months ended December 31, 2006 and 2005

Our total revenues for each of the three months ended December 31, 2006 and 2005 were $12.1 million and $6.6 million, respectively. The $5.5 million increase in revenues in the three months ended December 31, 2006 compared to the same period in the prior year due to an increase in license and milestone fees, clinical materials reimbursement revenue, and research and development support revenue.

Research and development support was $6.6 million for the three months ended December 31, 2006 compared with $5.2 million for the three months ended December 31, 2005. These amounts primarily represent committed research funding earned based on actual resources utilized under our discovery, development and commercialization agreement with sanofi-aventis, as well as amounts earned for resources utilized under our development and license agreements with Biogen Idec, Biotest, Centocor, and Genentech. Also included in research and development support revenue are fees related to samples of research-grade material shipped to collaborators. To date, our development fees represent the fully burdened reimbursement of costs incurred in producing research-grade materials and developing antibody-specific conjugation processes on behalf of our collaborators and potential collaborators during the early evaluation and preclinical testing stages of drug development. The amount of development fees we earn is directly related to the number of our collaborators and potential collaborators, the stage of development of our collaborators' compounds and the resources our collaborators allocate to the development effort. As such, the amount of development fees may vary widely from quarter to quarter and year to year.

Revenues from license and milestone fees for the three months ended December 31, 2006 increased $2.2 million to $3.4 million from $1.3 million in the same period ended December 31, 2005. Total revenue from license and milestone fees recognized from each of our collaborative partners in the three-month periods ended December 31, 2006 and 2005 is included in the following table (in thousands):

	Three months ended December 31,	
	2006	2005
Collaborative Partner:		
Amgen (formerly Abgenix)	$ 100	$ 100
Sanofi-aventis	2,625	600
Biogen Idec	22	12
Biotest	38	—
Centocor	39	42
Genentech	386	410
Millennium	218	111
Total	$ 3,428	$ 1,275

Deferred revenue of $15.1 million as of December 31, 2006 primarily represents payments received from our collaborators pursuant to our license and supply agreements, which we have yet to earn pursuant to our revenue recognition policy.

Clinical materials reimbursement increased by approximately $2.0 million in the three months ended December 31, 2006, to nearly $2.1 million from $81,000 in the three months ended December 31, 2005. During the three months ended December 31, 2006, we shipped clinical materials in support of the AVE9633 clinical trials and trastuzumab-DM1 clinical trials, as well as preclinical materials in support of the development efforts of certain other collaborators. During the three months ended December 31, 2005, we shipped preclinical materials in support of the development efforts of certain other collaborators. Under certain collaborative agreements, we are reimbursed for our fully burdened cost to produce clinical materials plus a profit margin. The amount of clinical materials reimbursement we earn, and the related cost of clinical materials reimbursed, is directly related to (i) the number of on-going clinical trials our collaborators have underway, the speed of enrollment in those trials, the dosage schedule of each clinical trial and the time period, if any, during which patients in the trial receive clinical benefit from the clinical materials, and (ii) our production of clinical-grade material on behalf of our collaborators, either in anticipation of clinical trials, or for process development and analytical purposes. As such, the amount of clinical materials reimbursement and the related cost of clinical materials reimbursed may vary significantly from quarter to quarter and year to year.

Research and Development Expenses

We report research and development expense net of certain reimbursements we receive from our collaborators. Our research and development expenses relate to (i) research to identify and evaluate new targets and to develop and evaluate new antibodies and cytotoxic drugs, (ii) preclinical testing of our own and, in certain instances, our collaborators' product candidates, and the cost of our own clinical trials, (iii) development related to clinical and commercial manufacturing processes and (iv) manufacturing operations. Our research and development efforts have been primarily focused in the following areas:

- activities pursuant to our discovery, development and commercialization agreement with sanofi-aventis;

- activities related to the preclinical and clinical development of huN901-DM1 and huC242-DM4;
- process development related to production of the huN901 antibody and huN901-DM1 conjugate for clinical materials;
- process development related to production of the huC242 antibody and huC242-DM4 conjugate for clinical materials;
- process improvements related to the production of DM1, DM4 and strain development of their precursor, ansamitocin P3;
- funded development activities with contract manufacturers for the huN901 antibody, the huC242 antibody, and DM1, DM4 and their precursor, ansamitocin P3;
- operation and maintenance of our conjugate manufacturing plant;
- process improvements to our TAP technology;
- identification and evaluation of potential antigen targets;
- evaluation of internally developed and/or in-licensed product candidates and technologies; and
- development and evaluation of additional cytotoxic agents.

DM1 and DM4 are the cytotoxic agents that we currently use in the manufacture of our two TAP product candidates in clinical testing. We have also investigated the viability of other maytansinoid effector molecules, which, collectively with DM1 and DM4, we refer to as DMx. In order to make commercial manufacture of DMx conjugates viable, we have devoted substantial resources to improving the strain of the microorganism that produces ansamitocin P3, the precursor to DMx, to enhance manufacturing yields. We also continue to devote considerable resources to improve other DMx manufacturing processes.

On January 8, 2004, we announced that pursuant to the terms and conditions of a termination agreement between us and Vernalis, Vernalis relinquished its rights to develop and commercialize huN901-DM1. As a result, we regained the rights to develop and commercialize huN901-DM1. Under the terms of this termination agreement with Vernalis, we assumed responsibility for one of the studies underway with the compound (Study 001) on July 1, 2004. Since then, we have expanded this study based upon the data from the initial patients enrolled. Additionally, we initiated a Phase I clinical trial with huN901-DM1 in CD56-positive multiple myeloma (Study 003) in September 2005. On December 15, 2005, we executed an amendment to this termination agreement with Vernalis. Under the terms of the amendment, we assumed responsibility as of December 15, 2005, at our own expense, to complete the huN901-DM1 clinical study (Study 002) that had been initiated in the United Kingdom. Vernalis paid us $365,000 in consideration of the

expected cost of the obligations assumed by us under the amendment. We intend to evaluate whether to out-license all or part of the development and commercial rights to this compound as we move through the clinical trial process.

In January 2004, we announced that we planned to advance cantuzumab mertansine, or an improved version of the compound, into a clinical trial that we would manage. In October 2004, we decided to move forward in developing a modified version of cantuzumab mertansine which we call huC242-DM4. Patient dosing was initiated for the Phase I study of huC242-DM4 in June 2005. We intend to evaluate whether to out-license all or part of the development and commercial rights to this compound as we move through the clinical trial process for this compound.

In July 2003, under the terms of our discovery, development and commercialization collaboration, we licensed a number of compounds to sanofi-aventis, including the three then-most advanced product candidates in our preclinical portfolio. These three product candidates were an anti-CD33 TAP compound for acute myeloid leukemia (AVE9633), an anti-IGF-1R antibody (AVE1642), and an anti-CD19 TAP compound (SAR 3419) for certain B-cell malignancies, including non-Hodgkin's lymphoma. Over the original, three-year term of the collaboration and two agreed-upon one-year extensions, we will receive a minimum of $79.3 million of committed research funding and will devote a significant amount of our internal research and development resources to advancing the research program. Under the terms of the agreement, we may advance any TAP or antibody products that sanofi-aventis has elected not to either initially include or later advance in the research program. Additionally, as of September 1, 2006 we are no longer obligated to present new targets for antibody-based anticancer therapeutics to sanofi-aventis, enabling us to be able to use such targets in the development of our own proprietary products. In December, 2006, sanofi-aventis entered into an option agreement that enables them to gain expanded access to the Company's TAP technology.

Sanofi-aventis initiated Phase I testing of AVE9633 in March 2005. An abstract with findings from the first Phase I study was published in December 2006. A separate Phase I study is underway in Europe. In October 2006, clinical testing of AVE1642, a therapeutic antibody that binds to the Insulin-like Growth Factor 1 Receptor (IGF-1R), was initiated. SAR3419 is in preclinical development. Additional compounds also are in various stages of research and development.

Our agreement with sanofi-aventis required us to present for inclusion in the collaborative research program certain antibodies or antibody targets that we believe will have utility in oncology, with the exception of those antibodies or antibody targets that are the subject of our pre-existing or future collaboration and license agreements. Sanofi-aventis then had the right to either include in or exclude from the collaborative research program these proposed antibodies and antibody targets. If sanofi-aventis elected to exclude any antibodies or antibody targets, we could elect to develop the compounds for our own pipeline. Effective September 1, 2006, we are no longer obligated to present new targets for antibody-based anticancer therapeutics to sanofi-aventis, enabling us to use such targets in the development of our own proprietary products.

The potential product candidates that have been or that may eventually be excluded from the sanofi-aventis collaboration are in an early stage of discovery research and we are unable to accurately estimate which potential products, if any, will eventually move into our internal preclinical research program. We are unable to reliably estimate the costs to develop these products as a result of the uncertainties related to discovery research efforts as well as preclinical and clinical testing. Our decision to move a product candidate into the clinical development phase is predicated upon the results of preclinical tests. We cannot accurately predict which, if any, of the discovery research stage product candidates will advance from preclinical testing and move into our internal clinical development program. The clinical trial and regulatory approval processes for our product candidates that have advanced or we intend to

advance to clinical testing are lengthy, expensive and uncertain in both timing and outcome. As a result, the pace and timing of the clinical development of our product candidates is highly uncertain and may not ever result in approved products. Completion dates and development costs will vary significantly for each product candidate and are difficult to predict. A variety of factors, many of which are outside our control, could cause or contribute to the prevention or delay of the successful completion of our clinical trials, or delay or prevent our obtaining necessary regulatory approvals. The costs to take a product through clinical trials are dependent upon, among other factors, the clinical indications, the timing, size and dosing schedule of each clinical trial, the number of patients enrolled in each trial, and the speed at which patients are enrolled and treated. Product candidates may be found ineffective or cause harmful side effects during clinical trials, may take longer to progress through clinical trials than anticipated, may fail to receive necessary regulatory approvals or may prove impracticable to manufacture in commercial quantities at reasonable cost or with acceptable quality.

The lengthy process of securing FDA approvals for new drugs requires the expenditure of substantial resources. Any failure by us to obtain, or any delay in obtaining, regulatory approvals would materially adversely affect our product development efforts and our business overall. Accordingly, we cannot currently estimate, with any degree of certainty, the amount of time or money that we will be required to expend in the future on our product candidates prior to their regulatory approval, if such approval is ever granted. As a result of these uncertainties surrounding the timing and outcome of our clinical trials, we are currently unable to estimate when, if ever, our product candidates that have advanced into clinical testing will generate revenues and cash flows.

Research and development expense for the three months ended December 31, 2006 increased $3.0 million to $11.8 million from $8.8 million for the three months ended December 31, 2005. The number of research and development personnel increased to 162 at December 31, 2006 compared to 146 at December 31, 2005. Research and development salaries and related expenses increased by $618,000 in the three months ended December 31, 2006 compared to the three months ended December 31, 2005. Contract service expense increased by $2.6 million in the three months ended December 31, 2006 compared to the same period ended December 31, 2005. This increase is primarily related to the manufacturing and material costs for our compounds currently in clinical trials, as well as development costs with contract manufacturing organizations for the potential production of later-stage materials. Partially offsetting these increases, overhead utilization from the manufacture of clinical materials on behalf of our collaborators increased by $349,000 in the three months ended December 31, 2006 compared to the three months ended December 31, 2005.

We expect future research and development expenses to increase as we expand our clinical trial activity. We do not track our research and development costs by project. Since we use our research and development resources across multiple research and development projects, we manage our research and development expenses within each of the categories listed in the following table and described in more detail below (in thousands):

	Three Months Ended December 31,	
	2006	2005
Research and Development	$ 3,846	$ 3,480
Preclinical and Clinical	2,218	1,902
Process and Product Development	1,367	1,223
Manufacturing	4,337	2,155
Total Research and Development Expense	$ 11,768	$ 8,760

Research: Research includes expenses associated with activities to identify and evaluate new targets and to develop and evaluate new antibodies and cytotoxic agents for our products and in support of our collaborators. Such expenses primarily include personnel, fees to in-license certain technology, facilities and lab supplies. Research expenses for the three months ended December 31, 2006 increased $366,000 to $3.8 million from $3.5 million for the three months ended December 31, 2005. The increase in research expenses was primarily the result of an increase in salaries and related expense.

Preclinical and Clinical Testing*:* Preclinical and clinical testing includes expenses related to preclinical testing of our own and, in certain instances, our collaborators' product candidates, and the cost of our own clinical trials. Such expenses include personnel, patient enrollment at our clinical testing sites, consultant fees, contract services, and facility expenses. Preclinical and clinical testing expenses for the three months ended December 31, 2006 increased $316,000 to $2.2 million compared to $1.9 million for the three months ended December 31 2005. This increase is primarily due to an increase in salaries and related expense, as well as an increase in contract service expense resulting from increased costs associated with preclinical studies.

Process and Product Development*:* Process and product development expenses include costs for development of clinical and commercial manufacturing processes. Such expenses include the costs of personnel, contract services and facility expenses. For the three months ended December 31, 2006, total development expenses increased $144,000 to $1.4 million, compared to $1.2 million for the three months ended December 31, 2005. The increase is primarily due to an increase in salaries and related expense, partially offset by a decrease in contract service expense.

Manufacturing Operations: Manufacturing operations expense includes costs to scale-up the manufacture of preclinical and clinical materials for our own product candidates and costs to support the operation and maintenance of our conjugate manufacturing plant. Such expenses include personnel, raw materials for our preclinical and clinical trials, development costs with contract manufacturing organizations, manufacturing supplies, and facilities expense. Manufacturing costs related to the production of material for our collaborators are recorded as cost of clinical material reimbursed in our statement of operations. For the three months ended December 31, 2006, manufacturing operations expense increased $2.2 million to $4.3 million compared to $2.2 million in the same period last year. The increase in the three months ended December 31, 2006 as compared to the three months ended December 31, 2005 was primarily the result of (i) an increase in contract service expense substantially due to higher antibody purchases as well as development costs with contract manufacturing organizations for the potential production of later-stage materials and (ii) and increase in salaries and related expense. Partially offsetting these increases was higher overhead utilization from the manufacture of clinical materials on behalf of our collaborators during the three months ended December 31, 2006 as compared to the same period ended December 31, 2005.

General and Administrative Expenses

General and administrative expenses for the three months ended December 31, 2006 increased $234,000 to $2.6 million compared to $2.3 million for the three months ended December 31 2005. The increase is primarily due to an increase in director compensation, and to a lesser extent, consulting fees.

Interest Income

Interest income for the three months ended December 31, 2006 increased $116,000 to $874,000 from $758,000 for the three months ended December 31, 2005. The increase in interest income is primarily the result of higher rates of return resulting from higher yields on investments.

Net Realized Gains (Losses) on Investments

Net realized gains on investments were $5,000 for the three months ended December 31, 2006 as compared to net realized losses on investments of $22,000 for the three months ended December 31, 2005. The difference is attributable to the timing of investment sales.

Comparison of Six Months ended December 31, 2006 and 2005

Our total revenues for each of the six months ended December 31, 2006 and 2005 were $19.8 million and $14.4 million, respectively. The $5.5 million increase in revenues in the six months ended December 31, 2006 compared to the same period in the prior year is attributable to an increase in license and milestone fees, clinical materials reimbursement revenue, and research and development support revenue.

Research and development support was $12.1 million for the six months ended December 31, 2006 compared with $10.9 million for the six months ended December 31, 2005. These amounts primarily represent committed research funding earned based on actual resources utilized under our discovery, development and commercialization agreement with sanofi-aventis, as well as amounts earned for resources utilized under our development and license agreements with Biogen Idec, Biotest, Centocor, and Genentech. Of the $10.9 million reported in the six months ended December 31, 2005, $1.1 million represents funding related to research and development efforts performed during the Company's 2005 fiscal year under the sanofi-aventis collaboration but billed and recognized in fiscal 2006. Also included in research and development support revenue are fees related to samples of research-grade material shipped to collaborators. To date, our development fees represent the fully burdened reimbursement of costs incurred in producing research-grade materials and developing antibody-specific conjugation processes on behalf of our collaborators and potential collaborators during the early evaluation and preclinical testing stages of drug development. The amount of development fees we earn is directly related to the number of our collaborators and potential collaborators, the stage of development of our collaborators' compounds and the resources our collaborators allocate to the development effort. As such, the amount of development fees may vary widely from quarter to quarter and year to year.

Revenues from license and milestone fees for the six months ended December 31, 2006 increased $2.3 million to $4.8 million from $2.5 million in the same period ended December 31, 2005. Total revenue from license and milestone fees recognized from each of our collaborative partners in the six-month periods ended December 31, 2006 and 2005 is included in the following table (in thousands):

	Six months ended December 31,	
	2006	2005
Collaborative Partner:		
Amgen (formerly Abgenix)	$ 200	$ 200
Sanofi-aventis	3,226	1,200
Biogen Idec	43	24
Biotest	77	—
Centocor	76	83
Genentech	777	808
Millennium	435	221
Total	$ 4,834	$ 2,536

Clinical materials reimbursement increased by approximately $2.0 million to $2.9 million in the six months ended December 31, 2006, compared to $912,000 in the six months ended December 31, 2005. During the six months ended December 31, 2006, we shipped clinical materials in support of the AVE9633 clinical trials and trastuzumab-DM1 clinical trials, as well as preclinical materials in support of the development efforts of certain other collaborators. During the six months ended December 31, 2005, we shipped clinical materials in support of the AVE9633 clinical trials and in the anticipation of the clinical trials to be conducted by our partners, as well as preclinical materials in support of the development efforts of certain other collaborators. We are reimbursed for our fully burdened cost to produce clinical materials plus under certain collaborative agreements, a profit margin. The amount of

clinical materials reimbursement we earn, and the related cost of clinical materials reimbursed, is directly related to (i) the number of on-going clinical trials our collaborators have underway, the speed of enrollment in those trials, the dosage schedule of each clinical trial and the time period, if any, during which patients in the trial receive clinical benefit from the clinical materials, and (ii) our production of clinical-grade material on behalf of our collaborators, either in anticipation of clinical trials, or for process development and analytical purposes. As such, the amount of clinical materials reimbursement and the related cost of clinical materials reimbursed may vary significantly from quarter to quarter and year to year.

Research and Development Expenses

Research and development expense for the six months ended December 31, 2006 increased $4.9 million to $23.2 million from $18.3 million for the six months ended December 31, 2005. The number of research and development personnel increased to 162 at December 31, 2006 compared to 146 at December 31, 2005. Research and development salaries and related expenses increased by $1.1 million in the six months ended December 31, 2006 compared to the six months ended December 31, 2005. Contract service expense increased by $4.4 million in the six months ended December 31, 2006 compared to the same period ended December 31, 2005. This increase is primarily related to the manufacturing and material costs for our compounds currently in clinical trials, as well as development costs with contract manufacturing organizations for the potential production of later-stage materials. Partially offsetting these increases, overhead utilization from the manufacture of clinical materials on behalf of our collaborators increased by $1.2 million in the six months ended December 31, 2006 compared to the six months ended December 31, 2005.

We expect future research and development expenses to increase as we expand our clinical trial activity. We do not track our research and development costs by project. Since we use our research and development resources across multiple research and development projects, we manage our research and development expenses within each of the categories listed in the following table and described in more detail below (in thousands):

	Six Months Ended December 31,	
	2006	2005
Research and Development	$ 7,520	$ 6,989
Preclinical and Clinical Testing	4,145	3,593
Process and Product Development	2,678	2,592
Manufacturing	8,841	5,078
Total Research and Development Expense	$ 23,184	$ 18,252

Research: Research includes expenses associated with activities to identify and evaluate new targets and to develop and evaluate new antibodies and cytotoxic agents for our products and in support of our collaborators. Such expenses primarily include personnel, fees to in-license certain technology, facilities and lab supplies. Research expenses for the six months ended December 31, 2006 increased $531,000 to $7.5 million from $7.0 million for the six months ended December 31, 2005. The increase in research expenses was primarily the result of an increase in salaries and related expense, and to a lesser extent, facilities expense.

Preclinical and Clinical Testing*:* Preclinical and clinical testing includes expenses related to preclinical testing of our own and, in certain instances, our collaborators' product candidates, and the cost of our own clinical trials. Such expenses include personnel, patient enrollment at our clinical testing sites, consultant fees, contract services, and facility expenses. Preclinical and clinical testing expenses for the six months ended December 31, 2006 increased $552,000 to $4.1 million compared to $3.6 million for the six months ended December 31, 2005. This increase is primarily the result of (i) an increase in salaries and related expense; (ii) an increase in contract service expense resulting from increased costs associated with preclinical studies, and (iii) an increase in clinical trial costs resulting from the advancement of our clinical trials.

Process and Product Development*:* Process and product development expenses include costs for development of clinical and commercial manufacturing processes. Such expenses include the costs of personnel, contract services and facility expenses. For the six months ended December 31, 2006, total development expenses increased $86,000 to $2.7 million, compared to $2.6 million for the six months ended December 31, 2005. The increase is primarily due to an increase in salaries and related expense and facilities expense, partially offset by an decrease in contract service expense.

Manufacturing Operations:Manufacturing operations expense includes costs to manufacture preclinical and clinical materials for our own product candidates and costs to support the operation and maintenance of our conjugate manufacturing plant. Such expenses include personnel, raw materials for our preclinical and clinical trials, development costs with contract manufacturing

organizations, manufacturing supplies, and facilities expense. Manufacturing costs related to the production of material for our collaborators are recorded as cost of clinical material reimbursed in our statement of operations. For the six months ended December 31, 2006, manufacturing operations expense increased $3.8 million to $8.8 million compared to $5.1 million in the same period last year. The increase in the six months ended December 31, 2006 as compared to the same period ended December 31, 2005 was primarily the result of (i) an increase in contract service expense substantially due to higher antibody purchases as well as development costs with contract manufacturing organizations for the potential production of later-stage materials and (ii) and an increase in the cost of disposable materials. Partially offsetting these increases was higher overhead utilization from the manufacture of clinical materials on behalf of our collaborators during the six months ended December 31, 2006 as compared to the same period ended December 31, 2005.

General and Administrative Expenses

General and administrative expenses for the six months ended December 31, 2006 increased $238,000 to $5.4 million compared to $5.1 million for the six months ended December 31, 2005. The increase is primarily due to an increase in patent expense, recruiting fees, and director compensation, partially offset by a decrease in facilities expense. Patent costs rose primarily due to increased patents filed in additional countries, resulting in additional fees. The decrease in facilities expense was due to an adjustment made during the six months ended December 31, 2006 to reverse an incorrect accrual recorded in fiscal 2006 of $195,000 related to operating expenses and real estate taxes associated with the 64 Sidney Street office. The Company does not believe such previously recorded expense was material to the results of operations or the financial position of the Company for fiscal year 2006 or for the six months ended December 31, 2006.

Interest Income

Interest income for the six months ended December 31, 2006 increased $263,000 to $1.7 million from $1.5 million for the six months ended December 31, 2005. The increase in interest income is primarily the result of higher rates of return resulting from higher yields on investments.

Net Realized Gains (Losses) on Investments

Net realized gains on investments were $5,000 for the six months ended December 31, 2006 as compared to net realized losses on investments of $26,000 for the six months ended December 31, 2005. The difference is attributable to the timing of investment sales.

LIQUIDITY AND CAPITAL RESOURCES

We require cash to fund our operating expenses, including the advancement of our own clinical programs, and to make capital expenditures. Historically, we have funded our cash requirements primarily through equity financings in public markets and payments from our collaborators, including equity investments, license fees and research funding. As of December 31, 2006, we had approximately $66.7 million in cash and marketable securities. Net cash used for operations during the six months ended December 31, 2006 was $7.9 million compared to $4.6 million during the six months ended December 31, 2005. The principal use of cash in operating activities for all periods presented was to fund our net loss. The increase in cash used in operations during the first half of fiscal 2007 compared to the first half of fiscal 2006 is principally due to the increased net loss.

Net cash provided by investing activities during the six months ended December 31, 2006 was $8.0 million compared to $7.6 million during the six months ended December 31, 2005. The variance primarily relates to a decrease in capital expenditures. Capital expenditures, primarily for the purchase of new equipment, were $920,000 and $1.2 million for the six-month periods ended December 31, 2006 and 2005, respectively.

Net cash provided by financing activities was $257,000 for the six months ended December 31, 2006 compared to net cash provided by financing activities of $266,000 for the six months ended December 31, 2005. For the six months ended December 31, 2006, net cash provided by financing activities reflects the proceeds to us from the exercise of 167,495 stock options under our Restated Stock Option Plan, at prices ranging from $0.84 to $3.95 per share. For the six months ended December 31, 2005, net cash provided by financing activities reflects the proceeds to us from the exercise of 61,138 stock options under the Company's Restated Stock Option Plan, at prices ranging from $1.94 to $6.27 per share.

We anticipate that our current capital resources and future collaborator payments, including committed research funding that we expect to receive from sanofi-aventis pursuant to the terms of our collaboration agreement, will enable us to meet our operational expenses and capital expenditures for at least the current and the next one to two fiscal years. We believe that our existing capital resources in addition to our established collaborative agreements will provide funding sufficient to allow us to meet our obligations under all collaborative agreements while also allowing us to develop product candidates and technologies not covered by collaborative agreements. However, we cannot provide assurance that such collaborative agreement funding will, in fact, be received. Should we

not meet some or all of the terms and conditions of our various collaboration agreements, we may be required to pursue additional strategic partners, secure alternative financing arrangements, and/or defer or limit some or all of our research, development and/or clinical projects.

Recent Accounting Pronouncements

In September 2006, the FASB issued SFAS No. 157, *"Fair Value Measurements,"* or SFAS 157, which is effective for fiscal years beginning after November 15, 2007 (our fiscal year 2009). SFAS 157 defines fair value, establishes a framework for measuring fair value in accordance with Generally Accepted Accounting Principles, and expands disclosures about fair value measurements. The Statement codifies the definition of fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The standard clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions. We have not completed our evaluation of the effects of adopting this standard, however, we do not believe the adoption will have a material impact on our results of operation or financial position.

In September 2006, the SEC staff issued Staff Accounting Bulletin Topic 1N (SAB 108*), "Financial Statements — Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements,"* or SAB 108 which is effective for fiscal years ending after November 15, 2006. SAB 108 provides guidance on how prior year misstatements should be taken into consideration when quantifying misstatements in current year financial statements for purposes of determining whether the financial statements are materially misstated. Under this guidance, companies should take into account both the effect of a misstatement on the current year balance sheet as well as the impact upon the current year income statement in assessing the materiality of a current year misstatement. Once a current year misstatement has been quantified, the guidance in SAB Topic 1M, *"Financial Statements — Materiality,"* or SAB 99, should be applied to determine whether the misstatement is material. The implementation of SAB 108 has not had a material impact on the Company's financial statements.

In July 2006, the FASB issued Financial Interpretation No. (FIN) 48, *Accounting for Uncertainty in Income Taxes*, which applies to all tax positions related to income taxes subject to No. 109 (SFAS 109), *Accounting for Income Taxes*. This includes tax positions considered to be "routine" as well as those with a high degree of uncertainty. FIN 48 utilizes a two-step approach for evaluating tax positions. Recognition (step one) occurs when an enterprise concludes that a tax position, based solely on its technical merits, is more-likely-than-not to be sustained upon examination. Measurement (step two) is only addressed if step one has been satisfied (i.e., the position is more-likely-than-not to be sustained). Under step two, the tax benefit is measured as the largest amount of benefit, determined on a cumulative probability basis that is more-likely-than-not to be realized upon ultimate settlement. FIN 48's use of the term "more-likely-than-not" in steps one and two is consistent with how that term is used in SFAS 109 (i.e., a likelihood of occurrence greater than 50 percent).

Those tax positions failing to qualify for initial recognition are recognized in the first subsequent interim period they meet the more-likely-than-not standard, or are resolved through negotiation or litigation with the taxing authority, or upon expiration of the statute of limitations. Derecognition of a tax position that was previously recognized would occur when a company subsequently determines that a tax position no longer meets the more-likely-than-not threshold of being sustained. FIN 48 specifically prohibits the use of a valuation allowance as a substitute for derecognition of tax positions. Additionally, FIN 48 requires expanded disclosure requirements, which include a tabular rollforward of the beginning and ending aggregate unrecognized tax benefits as well as specific detail related to tax uncertainties for which it is reasonably possible the amount of unrecognized tax benefit will significantly increase or decrease within twelve months. These disclosures are required at each annual reporting period unless a significant change occurs in an interim period. FIN 48 is effective for fiscal years beginning after December 15, 2006 (our fiscal year 2008). We have not completed our evaluation of the effects of adopting this standard, however, we do not believe the adoption will have a material impact on our results of operation or financial position.

Forward-Looking Statements

Various statements in this Quarterly Report on Form 10-Q are forward-looking statements concerning our future products, revenues, expenses, liquidity and cash needs, as well as our plans and strategies. Forward-looking statements give management's current expectations or forecasts of future events. You can identify these statements by the fact that they do not relate strictly to historic or current events. They use words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," "should," "may," "will," and other words and terms of similar meaning. These forward-looking statements are based upon current expectations and we assume no obligation to update this information. Any or all of our forward-looking statements in this Quarterly Report on Form 10-Q may turn out to be wrong. They can be affected by inaccurate assumptions we might make or by known or unknown risks or uncertainties. Consequently, no forward-looking statement can be guaranteed. Actual results may vary materially from those set forth in the forward-looking statements. Forward-looking statements, therefore, should be considered in light of all of the information included or referred to in this Quarterly Report on Form 10-Q, including the cautionary information set forth under Part II, Item 1A., Risk Factors.

ITEM 3. Quantitative and Qualitative Disclosures about Market Risk

We maintain an investment portfolio in accordance with our Investment Policy. The primary objectives of our Investment Policy are to preserve principal, maintain proper liquidity to meet operating needs and maximize yields. Although our investments are subject to credit risk, our Investment Policy specifies credit quality standards for our investments and limits the amount of credit exposure from any single issue, issuer or type of investment. Our investments are also subject to interest rate risk and will decrease in value if market interest rates increase. However, due to the conservative nature of our investments and relatively short duration, interest rate risk is mitigated. We do not own derivative financial instruments in our investment portfolio. Accordingly, we do not believe that there is any material market risk exposure with respect to derivative or other financial instruments that would require disclosure under this item.

ITEM 4. Controls and Procedures

(a) *Evaluation of Disclosure Controls and Procedures*

As of the end of the period covered by this report, the Company's principal executive officer and principal financial officer evaluated the effectiveness of the Company's disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and have concluded, based on such evaluation, that the design and operation of the Company's disclosure controls and procedures were adequate and effective to ensure that material information relating to the Company, including its consolidated subsidiaries, was made known to them by others within those entities, particularly during the period in which this Quarterly Report on Form 10-Q was being prepared.

(b) *Changes in Internal Controls*

There were no changes, identified in connection with the evaluation described above, in the Company's internal controls over financial reporting or in other factors that could significantly affect those controls that have materially affected or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. Legal Proceedings.

None.

ITEM 1A. Risk Factors.

We have a history of operating losses and expect to incur significant additional operating losses.

We have generated operating losses since our inception. As of December 31, 2006, we had an accumulated deficit of $247.9 million. For the six months ended December 31, 2006, and the fiscal years ended June 30, 2006, 2005, and 2004, we generated losses of $9.3 million, $17.8 million, $11.0 million and $5.9 million, respectively. We may never be profitable. We expect to incur substantial additional operating expenses over the next several years as our research, development, preclinical testing, clinical studies and collaborator support activities increase. We intend to continue to invest significantly in our product candidates. Further, we expect to invest significant resources supporting our existing collaborators as they work to develop, test and commercialize TAP and other antibody compounds, and we or our collaborators may encounter technological or regulatory difficulties as part of this development and commercialization process that we cannot overcome or remedy. We may also incur substantial marketing and other costs in the future if we decide to establish marketing and sales capabilities to commercialize our product candidates. None of our product candidates has generated any commercial revenue and our only revenues to date have been primarily from upfront and milestone payments, research and development support and clinical materials reimbursement from our collaborative partners. We do not expect to generate revenues from the commercial sale of our product candidates for several years, and we may never generate revenues from the commercial sale of products. Even if we do successfully develop products that can be marketed and sold commercially, we will need to generate significant revenues from those products to achieve and maintain profitability. Even if we do become profitable, we may not be able to sustain or increase profitability on a quarterly or annual basis.

Foreign currency exchange risk

ImmunoGen's market risks associated with changes in foreign currency exchange rates are concentrated primarily in a portfolio of short duration foreign currency forward contracts. Generally, these contracts provide that ImmunoGen receive certain foreign currencies and pay U.S. dollars at specified exchange rates at specified future dates.

Our foreign currency risk management strategy is principally designed to mitigate the future potential financial impact of changes in the value of transactions and balances denominated in foreign currency, resulting from changes in foreign currency exchange rates. Our foreign currency hedging program uses forward contracts to manage the foreign currency exposures that exist as part of our ongoing business operations. The contracts primarily are denominated in European currencies and have maturities of less than six months.

In addition to the foregoing risk factors, for a complete set of risk factors, please refer to the section entitled "Risk Factors" in our Annual Report on Form 10-K for our fiscal year ended June 30, 2006, on file with the Securities and Exchange Commission.

ITEM 2. Unregistered Sales of Equity Securities and Use of Proceeds.

None.

ITEM 3. Defaults Upon Senior Securities.

None.

ITEM 4. Submission of Matters to a Vote of Security Holders.

The 2006 Annual Meeting of Shareholders of the Company was held at 11:00 a.m., Boston time, on Tuesday, November 14, 2006. At the Annual Meeting, five members were elected to the Board of Directors, and the ImmunoGen, Inc. 2006 Employee, Director and Consultant Equity Incentive Plan was approved.

Subsequent to the shareholder vote, the following directors' terms of office continued after the Annual Meeting: Mitchel Sayare, the Chairman of the Board, David W. Carter, Nicole Onetto, Mark Skaletsky, and Joseph J. Villafranca.

DIRECTOR	FOR	WITHHELD
Mitchel Sayare, Ph.D.	35,682,372	539,447
David W. Carter	35,541,734	680,085
Nicole Onetto, MD	35,655,981	565,838
Mark Skaletsky	35,670,634	551,185
Joseph J. Villafranca, Ph.D.	35,654,661	567,158

The ImmunoGen, Inc. 2006 Employee, Director and Consultant Equity Incentive Plan was approved as follows:

For:	14,012,205
Against:	1,988,327
Abstain:	569,023
Broker No Vote:	19,652,264

Fixing the number of Directors constituting the full Board of Directors of the Company at five (5) was approved as follows:

For:	35,051,789
Against:	1,093,913
Abstain:	76,117

ITEM 5. Other Information.

None.

ITEM 6. Exhibits.

(a) Exhibits

10. 1	License Agreement dated October 5, 2006 between the Company and sanofi-aventis U.S. LLC
10.2	Option and License Agreement dated December 21, 2006 between the Company and sanofi-aventis U.S. LLC
10.3	License Agreement executed November 13, 2006, effective as of July 22, 2005, between the Company and Genentech, Inc.
10.4	2006 Employee, Director and Consultant Equity Incentive Plan (previously filed with the commission as Exhibit 99.1, with the Company's registration statement on Form S-8 filed on November 15, 2006)
10.5	Form of Incentive Stock Option Agreement (previously filed with the Commission as Exhibit 99.2, with the Company's registration statement on Form S-8 filed on November 15, 2006).
10.6	Form of Non-Qualified Stock Option Agreement (previously filed with the Commission as Exhibit 99.3, with the Company's registration statement on Form S-8 filed on November 15, 2006).
10.7	Form of Incentive Stock Option Agreement for Executives (previously filed with the Commission as Exhibit 99.4, with the Company's registration statement on Form S-8 filed on November 15, 2006).
10.8	Form of Non-Qualified Stock Option Agreement for Executives previously filed with the Commission as Exhibit 99.5, with the Company's registration statement on Form S-8 filed on November 15, 2006).

10.9	Form of Non-Qualified Stock Option Agreement for Directors previously filed with the Commission as Exhibit 99.6, with the Company's registration statement on Form S-8 filed on November 15, 2006).
10.10	Form of Restricted Stock Agreement for Non-Executives (previously filed with the Commission as Exhibit 99.7, with the Company's registration statement on Form S-8 filed on November 15, 2006).
10.11	Form of Restricted Stock Agreement for Directors (previously filed with the Commission as Exhibit 99.8, with the Company's registration statement on Form S-8 filed on November 15, 2006).
10.12	Form of Restricted Stock Agreement for Executives (previously filed with the Commission as Exhibit 99.9, with the Company's registration statement on Form S-8 filed on November 15, 2006).
10.13	Employment Agreement dated as of November 30, 2006 between the Company and Mitchel Sayare
10.14	Severance Agreement dated as of November 30, 2006 between the Company and Mitchel Sayare
10.15	Proprietary Information, Inventions and Competition Agreement dated as of November 30, 2006 between the Company and Mitchel Sayare
10.16	Employment Agreement dated as of November 30, 2006 between the Company and Walter A. Blättler
10.17	Severance Agreement dated as of November 30, 2006 between the Company and Walter A. Blättler
10.18	Proprietary Information, Inventions and Competition Agreement dated as of November 30, 2006 between the Company and Walter A. Blättler
10.19	Employment Agreement dated as of November 30, 2006 between the Company and John M. Lambert
10.20	Severance Agreement dated as of November 30, 2006 between the Company and John M. Lambert
10.21	Proprietary Information, Inventions and Competition Agreement dated as of November 30, 2006 between the Company and John M. Lambert
10.22	Employment Agreement dated as of November 30, 2006 between the Company and Daniel M. Junius
10.23	Severance Agreement dated as of November 30, 2006 between the Company and Daniel M. Junius
10.24	Proprietary Information, Inventions and Competition agreement dated as of November 30, 2006 between the Company and Daniel M. Junius
31.1	Certification of Chief Executive Officer under Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Principal Financial Officer under Section 302 of the Sarbanes-Oxley Act of 2002.
32.	Certifications of Chief Executive Officer and Principal Financial Officer under Section 906 of the Sarbanes-Oxley Act of 2002.

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 thereunto duly authorized.

ImmunoGen, Inc.

Date: February 8, 2007

By: /s/ Mitchel Sayare
Mitchel Sayare
President and Chief Executive Officer
(principal executive officer)

Date: February 8, 2007

By: /s/ Daniel M. Junius
Daniel M. Junius
Executive Vice President and Chief Financial Officer
(principal financial officer)

LICENSE AGREEMENT

between

IMMUNOGEN, INC.

and

SANOFI-AVENTIS U.S. LLC

October 5, 2006

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Securities Exchange Act of 1934.

TABLE OF CONTENTS

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") is entered into as of October 5, 2006, by and between ImmunoGen, Inc., a Massachusetts corporation having a principal place of business at 128 Sidney Street, Cambridge, Massachusetts 02139 ("ImmunoGen"), and sanofi-aventis U.S. LLC, a limited liability company organized and existing under the laws of Delaware with offices at 1041 Rt.202-206, Bridgewater, NJ 08807 ("sanofi-aventis"). Each of sanofi-aventis and ImmunoGen is sometimes referred to individually herein as a "Party" and collectively as the "Parties."

WHEREAS, ImmunoGen and Aventis Pharmaceuticals, Inc., sanofi-aventis' predecessor in interest ("Aventis"), entered into that certain Collaboration and License Agreement dated as of July 30, 2003 (the "Collaboration Agreement") pursuant to which ImmunoGen and Aventis agreed to collaborate in the identification and validation of targets for use in the discovery of antibodies and antibody drug conjugates for the prevention, control and/or treatment in humans of precancerous and/or cancerous conditions; and

WHEREAS, ImmunoGen has developed certain proprietary technology related to antibody humanization; and

WHEREAS, sanofi-aventis desires to obtain from ImmunoGen, and ImmunoGen desires to grant to sanofi-aventis, a non-exclusive license to use such proprietary technology in the development of its proprietary Antibodies and the commercialization of Licensed Products resulting therefrom.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

Any reference to a defined term not specifically defined in this Agreement shall have the meaning set forth in the Collaboration Agreement. Whenever used in this Agreement with an initial capital letter, the terms defined in this Section 1 shall have the meanings specified.

1.1 **"Affiliate"** means, with respect to any Party, any Person that, directly or through one or more Affiliates, controls, or is controlled by, or is under common control with, such Party. For purposes of this definition, "control" means (a) ownership of more than fifty percent (50%) of the shares of stock entitled to vote for the election of directors in the case of a corporation, or more than fifty percent (50%) of the equity interests in the case of any other type of legal entity, (b) status as a general partner in any partnership, or (c) any other arrangement whereby a Person controls or has the right to control the board of directors of a corporation or equivalent governing body of an entity other than a corporation.

1.2 **"Annual Net Sales"** means the aggregate Net Sales during a particular Calendar Year.

1.3 **"Antibody"** means a polyclonal or monoclonal antibody, whether multiple or single chain, recombinant or naturally occurring, whole or fragment, and any variants, derivatives or

constructs thereof, including but not limited to, antigen binding portions including Fab, Fab', F(ab')2, Fv, dAb and CDR fragments, single chain antibodies (scFv), chimeric antibodies, diabodies and polypeptides (including any humanized versions thereof) that contain at least a portion of an immunoglobulin that is sufficient to confer specific antigen binding to the polypeptide.

1.4 **"Applicable Laws"** means Federal, state, local, national and supra-national laws, statutes, rules and regulations, including any rules, regulations, guidance, guidelines or requirements of Regulatory Authorities, national securities exchanges or securities listing organizations, that may be in effect from time to time during the Term and applicable to a particular activity hereunder.

1.5 **"Calendar Quarter"** means the period beginning on the Effective Date and ending on the last day of the calendar quarter in which the Effective Date falls, and thereafter each successive period of three (3) consecutive calendar months ending on March 31, June 30, September 30 or December 31.

1.6 **"Calendar Year"** means each successive period of twelve (12) months commencing on January 1 and ending on December 31.

1.7 **"Collaboration Exclusions"** means any research activities directed towards Targets or Antibodies being actively pursued in the Research Program pursuant to the Collaboration Agreement.

1.8 **"Commercialization"** or **"Commercialize"** means any and all activities directed to the commercialization of a Licensed Product, including pre-launch and launch activities, marketing, manufacturing for commercial sale, promoting, detailing, distributing, offering to sell and selling a Licensed Product, importing a Licensed Product for sale, conducting additional human clinical trials and interacting with Regulatory Authorities regarding the foregoing. When used as a verb, "Commercializing" means to engage in Commercialization and "Commercialized" has a corresponding meaning.

1.9 **"Commercially Reasonable Efforts**" means, with respect to sanofi-aventis, the efforts at least equal to those normally used by sanofi-aventis with respect to a product or potential product of similar nature at a similar stage in its development or product life and of similar market potential, in view of conditions prevailing at the time, and evaluated taking into account all relevant factors, including without limitation, the mechanism of action, efficacy, safety, the anticipated regulatory authority approved labeling, the competitiveness of alternative products that are in the marketplace or under development, the patent and other proprietary position of the product, the likelihood of Regulatory Approval, the profitability of the product and other technical, scientific, legal, medical, marketing and competitive factors.

1.10 **"Commercialization Regulatory Approval"** means, with respect to any Licensed Product, the granting of approval by a Regulatory Authority of (a) an NDA in the United States, or (b) the equivalent of an NDA required by Applicable Laws in any country or region in the Territory outside of the United States to sell such Licensed Product for use in the Field in such country or region.

1.11 **"Confidential Information"** means (a) with respect to ImmunoGen, all tangible embodiments of Licensed Technology and Licensed Patents and (b) with respect to each Party, all information and Technology disclosed or provided by or on behalf of such Party (the "disclosing Party") to the other Party (the "receiving Party") or to any of the receiving Party's employees, consultants, Affiliates or sublicensees; provided, that, none of the foregoing shall be Confidential Information if: (i) as of the date of disclosure, it is known to the receiving Party or its Affiliates as demonstrated by credible contemporaneous written documentation, other than by virtue of a prior confidential disclosure to such receiving Party; (ii) as of the date of disclosure it is in the public domain, or it subsequently enters the public domain through no fault of the receiving Party; (iii) it is obtained by the receiving Party from a Third Party having a lawful right to make such disclosure free from any obligation of confidentiality to the disclosing Party; or (iv) it is independently developed by or for the receiving Party without reference to or use of any Confidential Information of the disclosing Party as demonstrated by credible contemporaneous written documentation. For purposes of clarity, the terms of this Agreement shall constitute Confidential Information of each Party.

1.12 **"Control" or "Controlled"** means with respect to Technology or Patent Rights, the possession by a Party of the right to grant a license or sublicense to such Technology or Patent Rights as provided herein without the payment of additional consideration to, and without violating the terms of any agreement or arrangement with, any Third Party.

1.13 **"Designated Senior Officer"** means, with respect to a Party, the senior officer designated by such Party to have final decision making authority over disputed matters.

1.14 **"Development"** or **"Develop"** means, with respect to each Licensed Product, all non-clinical and clinical activities required to obtain Regulatory Approval of such Licensed Product. For purposes of clarity, these activities include, without limitation, test method development and stability testing, regulatory toxicology studies, formulation, process development, manufacturing, manufacturing scale-up, development-stage manufacturing, quality assurance/quality control development, statistical analysis and report writing, Clinical Trial design and operations, preparing and filing Drug Approval Applications, and all regulatory affairs related to the foregoing. When used as a verb, "Developing" means to engage in Development and "Developed" has a corresponding meaning.

1.15 **"Discover" or "Discovered"** means, with respect to any Licensed Product (a) the invention, discovery or identification of such Licensed Product; (b) the identification of the function, utility or mode of action of such Licensed Product in the Field; or (c) the identification of a new method of synthesizing such Licensed Product.

1.16 **"Drug Approval Application"** means, with respect to a Licensed Product in a particular country or region, an application for Commercialization Regulatory Approval for such Licensed Product in such country or region, including without limitation: (a) an NDA or sNDA; (b) a counterpart of an NDA or sNDA, including any MAA, in any country or region in the Territory; and (c) all supplements and amendments to any of the foregoing.

1.17 **"Effective Date"** means the date first set forth above in the introductory paragraph to this Agreement.

1.18 "**FDA**" means the United States Food and Drug Administration or any successor agency or authority thereto.

1.19 **"FDCA**"means the United States Federal Food, Drug, and Cosmetic Act, as amended.

1.20 **"Field"** means all human therapeutic and diagnostic uses of Licensed Products, provided, however, that during the Research Program Term the Field shall not include the Collaboration Exclusions.

1.21 **"First Commercial Sale"** means, with respect to a Licensed Product in any country in the Territory, the first sale, transfer or disposition for value or for end use or consumption of such Licensed Product in such country; provided, that, any sale to an Affiliate or Sublicensee will not constitute a First Commercial Sale unless the Affiliate or Sublicensee is the last entity in the distribution chain of the Licensed Product.

1.22 **"Force Majeure"** means any occurrence beyond the reasonable control of a Party that (a) prevents or substantially interferes with the performance by such Party of any of its obligations hereunder and (b) occurs by reason of any act of God, flood, fire, explosion, earthquake, strike, lockout, labor dispute, casualty or accident, or war, revolution, civil commotion, act of terrorism, blockage or embargo, or any injunction, law, order, proclamation, regulation, ordinance, demand or requirement of any government or of any subdivision, authority or representative of any such government.

1.23 **"Hatch-Waxman Act"** means the Drug Price Competition and Patent Term Restoration Act of 1984, as amended.

1.24 **"IND"** means: (a) an Investigational New Drug Application (as defined in the FDCA and regulations promulgated thereunder) or any successor application or procedure required to initiate clinical testing of a Licensed Product in humans in the United States; (b) a counterpart of an Investigational New Drug Application that is required in any other country or region in the Territory before beginning clinical testing of a Licensed Product in humans in such country or region; and (c) all supplements and amendments to any of the foregoing.

1.25 **"Initiation"** means, with respect to any Pivotal Clinical Trial, the first date that a human subject is dosed in such Pivotal Clinical Trial.

1.26 **"Licensed Patent Rights"** means any of the patents and patent applications described in Schedule 1 attached hereto, and any divisional, continuation, continuation-in-part (to the extent that the continuation-in-part is entitled to the priority date of an initial patent or patent application which is the subject of this Agreement), reissue, reexamination, confirmation, revalidation, registration, patent of addition, renewal, extension or substitute thereof, or any patent issuing therefrom or any supplementary protection certificates related thereto.

1.27 **"Licensed Product**" means any product (including any product that incorporates an Antibody) (a) the manufacture, use or sale of which would, absent the license granted to sanofi-aventis hereunder, infringe any Valid Claim included in the Licensed Patent Rights,

(b) that is Discovered and/or Developed in whole or in part through the use of a process which is covered by a Valid Claim included in the Licensed Patent Rights, or (c) that is not covered by (a) or (b) but that is Discovered, Developed and/or manufactured as a result of the use of the Licensed Technology.

1.28 **"Licensed Technology"** means any Technology Controlled by ImmunoGen as of the Effective Dateorthat is Controlled by ImmunoGen at any time during the Term that is related to any patent or patent application included in the Licensed Patent Rights and is necessary for sanofi-aventis to exercise the license granted to it pursuant to Section 2.1.

1.29 **"MAA"** means any application filed with the relevant Regulatory Authority seeking Regulatory Approval to market and sell a Licensed Product outside the United States for a particular indication in the Field.

1.30 **"NDA"** means a New Drug Application, as defined in the FDCA and regulations promulgated thereunder, or any successor application or procedure required to sell a Licensed Product in the United States for a particular indication in the Field.

1.32 **"Net Sales"** means the gross amount invoiced by sanofi-aventis or its Affiliates or Sublicensees to Third Parties in each country in the Territory for sales of each Licensed Product in such country during the period in which royalties are payable hereunder with respect to sales of such Licensed Product in such country, less the following deductions from such gross amounts absorbed or accrued with respect to such gross amounts: (a) trade, cash and/or quantity discounts allowed and taken directly with respect to such sales, or reflected in the invoiced amount; (b) excise, sales and other consumption taxes (including VAT on the sale of Licensed Products and excluding taxes based on income) and custom duties imposed upon and paid directly by sanofi-aventis with respect to the Licensed Products, to the extent included in the invoice price; (c) freight, insurance and other transportation charges, to the extent included in the invoice price; (d) amounts repaid or credited by reason of returns, rejections, defects or recalls, chargebacks, retroactive price reductions, refunds and billing errors; and (e) compulsory payments and rebates directly related to the sale of Licensed Products, accrued, paid or deducted, pursuant to agreements (including, but not limited to, managed care agreements) or governmental regulations.

Use of Licensed Products for promotional or sampling purposes and for use in clinical trials contemplated under this Agreement shall not be considered in determining Net Sales. In the case of any sale of a Licensed Products between or among sanofi-aventis and its Affiliates or Sublicensees for resale, Net Sales shall be calculated as above only on the first arm's length sale thereafter to a Third Party.

In the event a Licensed Product is sold as a component of a combination or bundledproduct that consists of a Licensed Product together with another therapeutically active product for the same indication (a "Combination Product"), the Net Sales from the Combination Product, for the purposes of determining royalty payments, shall be determined by multiplying the Net Sales of the Combination Product (as defined in the standard Net Sales definition above), during the applicable royalty reporting period, by the fraction, A/A+B, where A is the average per unit sale price of the active ingredient contained in Licensed Product when sold separately in finished

form in the country in which the Combination Product is sold during the same royalty reporting period in similar volumes and of the same class, purity and potency and B is the average per unit sale price of the active ingredient contained in other product(s) included in the Combination Product when sold separately in finished form in the country during the same royalty reporting period in similar volumes and of the same class, purity and potency in which the Combination Product is sold, in each case during the applicable royalty reporting period or, if sales of the Licensed Product alone did not occur in such period, then in the most recent royalty reporting period in which arms length fair market sales of such Licensed Product occurred. In the event that such average sale price cannot be determined for the Licensed Product, on the one hand, and all other product(s) included in the Combination Product, on the other, Net Sales for the purposes of determining royalty payments shall be mutually agreed upon by the Parties based on the relative value contributed by each component, such agreement to be negotiated in good faith.

1.33 **"Person"** means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, incorporated association, joint venture or similar entity or organization, including a government or political subdivision, department or agency of a government.

1.34 **"Pivotal Clinical Trial"** means, as to a particular Licensed Product for a particular indication, a controlled and lawful study in humans of the safety and efficacy of such Licensed Product for such indication, which is prospectively designed to demonstrate statistically whether such Licensed Product is safe and effective for use in such indication in a manner sufficient to file a Drug Approval Application for the indication under investigation in such study.

1.35 **"Regulatory Approval"** means, with respect to any country or region in the Territory, any approval, product and establishment license, registration or authorization of any Regulatory Authority required for the manufacture, use, storage, importation, exportation, transport or sale of a Licensed Product for use in the Field in such country or region.

1.36 **"Regulatory Authority"** means the FDA or any counterpart of the FDA outside the United States, or other national, supra-national, regional, state or local regulatory agency, department, bureau, commission, council or other governmental entity with authority over the distribution, importation, exportation, manufacture, production, use, storage, transport, clinical testing or sale of a Licensed Product.

1.37 **"Regulatory Filings"** means, collectively: (a) all INDs, NDAs, establishment license applications, drug master files, applications for designation as an "Orphan Product" under the Orphan Drug Act, for "Fast Track" status under Section 506 of the FDCA (21 U.S.C. § 356) or for a Special Protocol Assessment under Section 505(b)(4)(B) and (C) of the FDCA (21 U.S.C. § 355(b)(4)(B)) or all other similar filings (including CTNs, MAAs and, counterparts of any of the foregoing in any country or region in the Territory) as may be required by any Regulatory Authority for the Development or Commercialization of a Licensed Product in the Territory; (b) all supplements and amendments to any of the foregoing; and (c) all data and other information contained in, and correspondence relating to, any of the foregoing.

1.38 **"Reportable Event"** means any occurrence in a patient or subject who is administered a Licensed Product to the extent attributable to a [***] [***] [***] [***].

1.39 "**Research License Term**" means the period beginning on the Effective Date and ending on the third anniversary of the termination or expiration of the Research Program Term, as such period may be extended pursuant to Section 2.1.2.

1.40 **"Research Program Term"** means the Research Program Term as defined pursuant to Section 2.1.2 of the Collaboration Agreement.

1.41 **"Resurfaced Antibody"** means any Antibody Controlled by sanofi-aventis that is resurfaced by ImmunoGen using the Licensed Patent Rights and/or Licensed Technology as part of its conduct of ImmunoGen activities pursuant to Section 2.5.4.

1.42 **"Royalty Term"** means, with respect to each Licensed Product in each country in the Territory, the period beginning on the date of First Commercial Sale of such Licensed Product in such country and continuing until the later of (a) the expiration of the last to expire Valid Claim in such country within the Licensed Patent Rights or (b) [***] ([***]) years from the date of the First Commercial Sale of such Licensed Product in such country.

1.43 **"sNDA"** means a Supplemental New Drug Application, as defined in the FDCA and applicable regulations promulgated thereunder.

1.44 **"Sublicensee"** means any Third Party (other than an Affiliate) to which sanofi-aventis grants a license or sublicense pursuant to Section 2.2.

1.45 **"Technology"** means, collectively, all inventions, discoveries, improvements, trade secrets and proprietary methods, whether or not patentable, including without limitation, macromolecular sequences, data, formulations, processes, techniques, know-how and results (including any negative results).

1.46 **"Territory"** meansall countries of the world.

1.47 **"Third Party"** means any Person other than sanofi-aventis and ImmunoGen and their respective Affiliates.

1.48 **"Valid Claim"** means any claim of a pending patent application or an issued unexpired patent within the Licensed Patent Rights that (a) has not been finally cancelled, withdrawn, abandoned or rejected by any administrative agency or other body of competent jurisdiction, (b) has not been permanently revoked, held invalid, or declared unpatentable or unenforceable in a decision of a court or other body of competent jurisdiction that is unappealable or unappealed within the time allowed for appeal, (c) has not been rendered unenforceable through disclaimer or otherwise, and (d) is not lost through an interference proceeding.

Additional Definitions. In addition, each of the following definitions shall have the respective meanings set forth in the section of this Agreement indicated below or in the section of the Collaboration Agreement indicated below:

Definition	Section
Agreement	Recitals
Claims	9.1
Collaboration Agreement	Recitals
Covered Results	5.3
ImmunoGen Indemnitees	9.2
Indemnified Party	9.3
Indemnifying Party	9.3
Infringement	6.3.1(a)
Infringement Notice	6.3.1(a)
Losses	9.1
Research License Term Extension	2.1.2
Research License Term Extension Fee	4.2
sanofi-aventis Indemnitees	9.1
Term	7.1
Third Party Payments	4.5.3
Withholding Taxes	4.5.7

2. LICENSE GRANTS; TECHNOLOGY TRANSFER

2.1 **License Grants.**

2.1.1 **License to sanofi-aventis.** Subject to the other terms of this Agreement, ImmunoGen hereby grants to sanofi-aventis and its Affiliates (a) a non-exclusive, royalty-free, license during the Research License Term, without right to grant sublicenses, to use Licensed Technology and Licensed Patent Rights with Antibodies Controlled by sanofi-aventis to Develop Licensed Products in the Field and in the Territory and (b) a non-exclusive, royalty-bearing license during the Term, including the right to grant sublicenses as provided in Section 2.2, under the Licensed Technology and Licensed Patent Rights, to Develop, have Developed, Commercialize and have Commercialized Licensed Products in the Field and in the Territory.

2.1.2 **Extension of Research License Term.** Notwithstanding anything to the contrary in Section 2.1.1, sanofi-aventis shall have the right to extend the Research License Term for one or more additional periods of three (3) years each by providing ImmunoGen with written notice in accordance with Section 4.2 at any time on or before expiration of the then-current Research License Term (each such extension, a "Research License Term Extension"). The Research License Term Extension Fee shall be paid as set forth in Section 4.2.

2.2 **Right to Sublicense.** Sanofi-aventis and its Affiliates shall have the right to grant sublicenses under the license granted to it under Section 2.1.1(b)with respect to any Licensed Product to any Third Party; provided, that: (a) it shall be a condition of any such sublicense that such Sublicensee agrees to be bound by all terms of this Agreement applicable to the

Development and Commercialization of Licensed Products in the Field in the Territory (including, without limitation, Sections 3.2, 3.3 and 3.4); (b) sanofi-aventis shall provide written notice to ImmunoGen of any such proposed sublicense at least [***] ([***]) days prior to such execution and provide redacted copies to ImmunoGen of each such sublicense within [***] ([***]) days of such execution; (c) sanofi-aventis shall be deemed to have guaranteed that each such Sublicensee will fulfill all of sanofi-aventis' obligations under this Agreement applicable to the subject matter of such sublicense; and (d) sanofi-aventis shall not be relieved of its obligations pursuant to this Agreement as a result of any such sublicense.

2.3 **Retained Rights of ImmunoGen** Subject to the other terms of this Agreement, ImmunoGen retains the right to use the Licensed Technology and practice the Licensed Patent Rights (a) to perform its obligations under this Agreement (including without limitation its obligation to perform ImmunoGen Activities in accordance with Section 2.6.4 of this Agreement), (b) to develop, have developed, make, have made, use, have used, sell, have sold, offer for sale, import, have imported, export and have exported any product that is not a Licensed Product, and (c) for any and all uses outside of the Field.

2.4 **No Other Rights.** Sanofi-aventis shall have no rights to use or otherwise exploit any Technology Controlled by ImmunoGen except as expressly set forth herein.

2.5 **Technology Transfer; ImmunoGen Activities.**

2.5.1 **Transfer of Licensed Technology.** ImmunoGen shall (a) as soon as practicable after the Effective Date, transfer to sanofi-aventis all Licensed Technology (including any protocols) comprising and/or otherwise applicable to the Licensed Patent Rights not previously transferred to sanofi-aventis pursuant to the Collaboration Agreement and necessary for sanofi-aventis to perform *in silico* resurfacing as contemplated by this Agreement; and (b) during the Research License Term, provide updates to sanofi-aventis of any improvements and/or updates to the Licensed Technology or Licensed Patent Rights that are Controlled by ImmunoGen.

2.5.2 **Use of Licensed Technology.** In connection with the transfer of the Licensed Technology contemplated by Section 2.5.1, sanofi-aventis hereby agrees that (a) it shall not use such Licensed Technology for any purpose other than exercising its rights or performing its obligations hereunder; (b) it shall use such Licensed Technology only in compliance with all Applicable Laws; (c) it shall not transfer any such Licensed Technology to

any Third Party without the prior written consent of ImmunoGen, except as expressly permitted hereby; and (d) except for the rights expressly set forth herein, sanofi-aventis shall not acquire any other rights, title or interest in or to such Licensed Technology as a result of such transfer by ImmunoGen.

2.5.3 **Training.** ImmunoGen shall use commercially reasonable efforts to provide sanofi-aventis with such training as may be reasonably necessary to enable sanofi-aventis to practice the Licensed Technology and Licensed Patent Rights to humanize Antibodies through conference calls [***] [***] [***] [***] to the [***] of sanofi-aventis or its Affiliates in the United States and Europe. All such training calls [***] [***] shall be requested in advance

in writing by sanofi-aventis and shall be scheduled by ImmunoGen at times mutually convenient to the Parties.

2.5.4 **Additional Obligations of ImmunoGen.** Subject to the other terms of this Agreement (including without limitation Section 4.3), ImmunoGen shall use commercially reasonable efforts to conduct such activities in connection with a Resurfaced Antibody as sanofi-aventis may request in writing at any time during the Research License Term.

2.6 **Compliance.** Sanofi-aventis shall perform its obligations to Develop Licensed Products in good scientific manner and in compliance in all material respects with all Applicable Laws; provided that, with respect to each activity so performed that will or would reasonably be expected to be submitted to a Regulatory Authority in support of a Regulatory Filing or Drug Approval Application, sanofi-aventis shall comply in all material respects with the regulations and guidance of the FDA that constitute Good Laboratory Practice or Good Manufacturing Practice (or, if and as appropriate under the circumstances, or other comparable regulation and guidance of any applicable Regulatory Authority in any country or region in the Territory).

2.7 **Manufacture of Licensed Products for Development.** Sanofi-aventis shall have the sole responsibility and obligation, at its sole cost and expense, to manufacture all Licensed Products required for the conduct of Development activities under this Agreement (including without limitation the conduct of all necessary Clinical Trials in the Territory) and/or the making of all Regulatory Filings and obtaining of all Regulatory Approvals.

3. DEVELOPMENT AND COMMERCIALIZATION OF LICENSED PRODUCTS

3.1 **Responsibility for Development and Commercialization.** Except for the activities conducted by ImmunoGen in accordance with Section 2.5.4, sanofi-aventis shall have the sole right, at its sole expense, for all aspects of the Development and Commercialization of Licensed Products in the Field in the Territory, including, without limitation, the conduct of: (a) all IND-enabling non-clinical studies; (b) all activities related to human clinical trials; (c) all activities relating to the manufacture and supply of Licensed Products (including all required process development and scale up work with respect thereto); and (d) all pre-marketing, marketing, promotion, sales, distribution, import and export activities (including securing reimbursement, sales and marketing and conducting any post-marketing trials or databases and post-marketing safety surveillance). Without limiting the generality of the foregoing, sanofi-aventis shall have the sole right, at its sole expense, for (i) making all Regulatory Filings for Licensed Products and filing all Drug Approval Applications and otherwise seeking all Regulatory Approvals for Licensed Products, as well as all correspondence and communications with Regulatory Authorities regarding such matters, and (ii) reporting of all adverse events to Regulatory Authorities if and to the extent required by Applicable Laws.

3.2 **Diligence.** Sanofi-aventis shall use Commercially Reasonable Efforts in the conduct of all Commercialization activities it undertakes related to Licensed Products in the Field in the Territory. For the purpose of clarity, sanofi-aventis shall have no diligence obligations of any kind related to the research and Development of Licensed Products.

3.3 **Reportable Events.** Sanofi-aventis shall promptly provide ImmunoGen with all information related to any Reportable Event as such information is compiled or prepared by sanofi-aventis in the normal course of business in connection with the Development and Commercialization of any Licensed Product and, in any event, within time frames consistent with any reporting obligations under Applicable Laws.

3.4 **Manufacture of Licensed Products for Commercial Sale.** Unless otherwise agreed to by the Parties, sanofi-aventis shall have the sole obligation and responsibility, at its sole cost and expense, for the manufacture of all Licensed Products (including without limitation the active pharmaceutical ingredient in any Licensed Product) for commercial sale.

3.5 **Product Recalls.** In the event that any Regulatory Authority issues or requests a recall or takes similar action in connection with a Licensed Product that sanofi-aventis reasonably believes is attributable to or otherwise relates to the Licensed Technology or Licensed Patent Rights, or in the event a Party reasonably believes that an event, incident or circumstance has occurred that may result in the need for such a recall, such Party shall promptly advise the other Party thereof by telephone or facsimile. Following such notification, sanofi-aventis shall decide and have control of whether to conduct a recall or market withdrawal (except in the event of a recall or market withdrawal mandated by a Regulatory Authority, in which case it shall be required) or to take other corrective action in any country and the manner in which any such recall, market withdrawal or corrective action shall be conducted; provided that sanofi-aventis shall keep ImmunoGen regularly informed regarding any such recall, market withdrawal or corrective action. sanofi-aventis shall bear all expenses of any such recall, market withdrawal or corrective action (including, without limitation, expenses for notification, destruction and return of the affected Licensed Product and any refund to customers of amounts paid for such Licensed Product).

4. PAYMENTS

4.1 **Upfront Fee**. Sanofi-aventis shall pay ImmunoGen an upfront fee in the amount of One Million Dollars (US $1,000,000), which amount shall be non-refundable and non-creditable, fifty percent (50%) of which shall be payable in immediately available funds within thirty (30) days of the Effective Date and fifty percent (50%) of which shall be payable in immediately available funds on the date of [***] or [***] of the [***] [***] [***].

4.2 **Research License Term Extension Fee.** Upon the exercise by sanofi-aventis of each [***] ([***]) year Research License Term Extension as described in Section 2.1.2, sanofi-aventis shall pay ImmunoGen an extension fee (the "Research License Term Extension Fee") in the amount of [***] [***] [***] Dollars (US $[***]) in immediately available funds within seven (7) days of the start of each such Research License Term Extension.

4.3 **ImmunoGen Activity Payments.** In consideration of the conduct by ImmunoGen of the activities, if any, contemplated by Section 2.5.4, sanofi-aventis shall pay ImmunoGen [***] [***] [***] Dollars (US $[***]) upon delivery by ImmunoGen of each Resurfaced Antibody. ImmunoGen shall provide sanofi-aventis with an invoice promptly upon delivery to sanofi-aventis of each Resurfaced Antibody and sanofi-aventis shall pay each such invoice within thirty (30) days of receipt.

4.4 **Milestone Payments**.

4.4.1 **Milestones.** Sanofi-aventis shall make the following nonrefundable, non-creditable milestone payments to ImmunoGen within [***] ([***]) days after the achievement by sanofi-aventis and/or sanofi-aventis' Affiliates and Sublicensees of each event for each Licensed Product as set forth below:

Milestone Event	Milestone Payment
[***] of [***] [***] for a [***] [***]	$ [***]
[***] of [***] [***] [***] [***] for a [***] [***]	$ [***]
[***] of [***] [***] [***] [***] for a [***] [***]	$ [***]
[***] of [***] [***] [***] [***] in the [***] [***] for a [***] [***]	$ [***]
[***] of [***] [***] [***] [***] in [***] [***] or [***] for a [***] [***]	$ [***]

For purposes of clarity, sanofi-aventis shall make a payment corresponding to each of the foregoing milestone events for each Licensed Product that achieves such milestone event; provided, however, that after the last to expire of the Licensed Patent Rights, any milestone event achieved by sanofi-aventis shall result in a milestone payment to ImmunoGen in an amount equal to [***] percent ([***]%) of the corresponding milestone payment amount listed above.

4.4.2 **Milestone Notices.** Sanofi-aventis shall provide ImmunoGen with prompt written notice upon each occurrence of a milestone event set forth in Section 4.4.1. In the event that, notwithstanding the fact that sanofi-aventis has not given such a notice, ImmunoGen believes any such milestone event has occurred, it shall so notify sanofi-aventis in writing and shall provide to sanofi-aventis data, documentation or other information that supports its belief.

4.5 **Payment of Royalties; Royalty Rates; Accounting and Records**.

4.5.1 **Payment of Royalties.**

(a) Patent Coverage. For each Licensed Product covered by a Valid Claim in any country in the Territory in which it is sold, sanofi-aventis shall pay ImmunoGen a royalty based on Annual Net Sales of such Licensed Product in each Calendar Year (or partial Calendar Year) commencing with the First Commercial Sale of such Licensed Product in such country and ending upon the expiration of the Royalty Term for such Licensed Product, at the following rates:

Annual Net Sales	Royalty Rate (%)
Up to and including $[***] [***]	[***]%
Above $[***] [***] and up to and including $[***] [***]	[***]%
Above $[***] [***]	[***]%

(b) No Patent Coverage. For each Licensed Product that is not covered by a Valid Claim in any country in the Territory in which it is sold, sanofi-aventis shall pay ImmunoGen a royalty based on Annual Net Sales of such Licensed Product in each Calendar Year (or partial Calendar Year) commencing with the First Commercial Sale of such Licensed Product in such country (including without limitation the First Commercial Sale following the termination or expiration of any Valid Claim in such country covering such Licensed Product)and ending on the expiration of the Royalty Term for such Licensed Product at the following rates:

Annual Net Sales	Royalty Rate (%)
Up to and including $[***] [***]	[***]%
Above $[***] [***] and up to and including $[***] [***]	[***]%
Above $[***] [***]	[***]%

(c) Applicability of Royalty Rates. For purposes of clarity, (i) if a Licensed Product is covered by a Valid Claim in a country within the Territory such that royalties are paid by sanofi-aventis pursuant to Section 4.5.1(a) and, prior to the [***] ([***]) anniversary of the date of First Commercial Sale of such Licensed Product in such country, the Licensed Product is no longer covered by a Valid Claim in such country, sanofi-aventis shall pay ImmunoGen a royalty at the rates set forth in Section 4.5.1(b) for that portion of the Royalty Term during which no such Valid Claim exists in such country; and (ii) if a Licensed Product is not covered by a Valid Claim in a country within the Territory such that royalties are paid by sanofi-aventis pursuant to Section 4.5.1(b) and, prior to the [***] ([***]) anniversary of the date of First Commercial Sale of such Licensed Product, the Licensed Product becomes covered by a Valid Claim in such country, sanofi-aventis shall pay ImmunoGen a royalty at the rates set forth in Section 4.5.1(a) for that portion of the Royalty Term during which such Valid Claim exists in such country.

4.5.2 **Royalty Term**. Sanofi-aventis shall pay the royalties set forth in Section 4.5.1 with respect to each Licensed Product on a country-by-country and product-by-product basis until expiration of the Royalty Term with respect thereto. Upon the expiration of the Royalty Term for each Licensed Product in each country in the Territory, sanofi-aventis shall have a worldwide, perpetual, fully paid-up license, with the right to sublicense, under any and all Licensed Patents covering such Licensed Product to develop, make, have made, use, import, offer for sale, distribute and sell such Licensed Product in the Field and in such country.

4.5.3 **Payments to Third Parties.** If, during any Calendar Quarter, sanofi-aventis actually makes pursuant to a legally binding obligation any royalty payments to one or more Third Parties in consideration for a license, in the absence of which sanofi-aventis could not practice the Licensed Patent Rights to produce a Licensed Product without infringing an issued patent or patents owned by such Third Party in any country (collectively, "Third Party Payments"), then sanofi-aventis shall have the right to reduce the royalties otherwise due to ImmunoGen pursuant to Section 4.5.1 hereof with respect to sales in such country of such Licensed Product in such Calendar Quarter or any subsequent Calendar Quarter by an amount equal to up to [***] percent ([***]%) of the amount of such Third Party Payments. Notwithstanding the foregoing, such reductions shall in no event be greater than the royalties otherwise due to ImmunoGen pursuant to Section 4.5.1 hereof with respect to the sales of such Licensed Product in such country by more than [***] percent ([***]%).

4.5.4 **Payment Dates and Reports.** Royalty payments shall be made by sanofi-aventis within [***] ([***]) days after the end of each Calendar Quarter commencing with the Calendar Quarter in which the First Commercial Sale of a Licensed Product occurs. All payments shall be made by wire transfer in accordance with instructions given in writing from time to time by ImmunoGen. Sanofi-aventis shall also provide, at the same time each such payment is made, a report showing: (a) the Net Sales of each Licensed Product by country in the Territory;(b) the basis for any deductions from gross amounts billed or invoiced to determine Net Sales; (c) the applicable royalty rates for such Licensed Product; (d) the exchange rates used in calculating any of the foregoing; and (e) a calculation of the amount of royalty due to ImmunoGen.

4.5.5 **Records; Audit Rights.** For a period of [***] ([***]) years, sanofi-aventis shall keep and maintain, and shall require its respective Affiliates and Sublicensees to keep and maintain, such accurate and complete books and records in connection with the sale of Licensed Products hereunder, as are necessary to allow the accurate calculation consistent with generally accepted accounting principles of the royalties due to ImmunoGen, including any records required to calculate any royalty adjustments hereunder. Once per Calendar Year, ImmunoGen shall have the right to engage an independent certified public accounting firm of nationally recognized standing and reasonably acceptable to sanofi-aventis, which shall have the right to examine in confidence the relevant books and records of sanofi-aventis and its respective Affiliates and Sublicensees as may be reasonably necessary to determine and/or verify the amount of royalty payments due hereunder. Such examination shall be conducted, and sanofi-aventis shall make its records available, during normal business hours, after at least [***] ([***]) days prior written notice to sanofi-aventis, as applicable, and shall take place at the facility(ies) where such records are maintained. Each such examination shall be limited to pertinent books and records for any year ending not more than [***] ([***]) months prior to the date of request;provided, that, ImmunoGen shall not be permitted to audit the same period of time more than once. Before permitting such independent accounting firm to have access to such books and records, sanofi-aventis may require such independent accounting firm and its personnel involved in such audit, to sign a confidentiality agreement (in form and substance reasonably acceptable to each of the Parties) as to any Confidential Information which is to be provided to such accounting firm or to which such accounting firm will have access, while conducting the audit under this paragraph. The ImmunoGen independent accounting firm will prepare and provide to

each Party a written report stating whether the royalty reports submitted and royalties paid are correct or incorrect and the specific details concerning any discrepancies. Such accounting firm may not reveal to ImmunoGen any information learned in the course of such audit other than the amount of any such discrepancies. ImmunoGen agrees to hold in strict confidence all information disclosed to it, except to the extent necessary for ImmunoGen to enforce its rights under this Agreement or if disclosure is required by law. In the event there was an underpayment by sanofi-aventis hereunder, sanofi-aventis shall promptly (but in no event later than [***] ([***]) days after such Party's receipt of the independent auditor's report so correctly concluding) make payment to ImmunoGen of any shortfall. In the event that there was an overpayment by sanofi-aventis hereunder, ImmunoGen shall promptly (but in no event later than [***] ([***]) days after ImmunoGen's receipt of the independent auditor's report so correctly concluding) refund to sanofi-aventis the excess amount. ImmunoGen shall bear the full cost of such audit unless such audit discloses an underreporting by sanofi-aventis of more than [***] percent ([***]%) of the aggregate amount of royalties in any twelve (12) month period, in which case, sanofi-aventis shall reimburse ImmunoGen for all costs incurred by ImmunoGen in connection with such examination and audit.

4.5.6 **Overdue Payments.** All royalty payments not made within the time period set forth in Section 4.5.4, and all milestone payments not made within the time period specified in Section 4.4.1, shall bear interest at a rate of one percent (1%) per month from the due date until paid in full or, if less, the maximum interest rate permitted by Applicable Laws. Any such overdue royalty or milestone payment shall, when made, be accompanied by, and credited first to, all interest so accrued.

4.5.7 **Withholding Taxes**. Any payments made by sanofi-aventis to ImmunoGen under this Agreement shall be free and clear of any taxes, duties, levies, fees or charges, and such amounts shall be reduced by the amount required to be paid or withheld pursuant to any applicable law, including, but not limited to, United States federal, state or local tax law ("Withholding Taxes"). Any such Withholding Taxes required by law to be paid or withheld shall be an expense of, and borne solely by, ImmunoGen. Sanofi-aventis, as applicable, shall submit to ImmunoGen reasonable proof of payment of the Withholding Taxes, together with an accounting of the calculations of such taxes, within thirty (30) days after such Withholding Taxes are remitted to the proper authority. The Parties will cooperate reasonably in completing and filing documents required under the provisions of any applicable tax laws or under any other applicable law in connection with the making of any required tax payment or withholding payment, or in connection with any claim to a refund of or credit for any such payment.

4.5.8 **Foreign Currency Exchange.** With respect to Net Sales invoiced or expenses incurred in U.S. dollars, the Net Sales or expense amounts and the amounts due to ImmunoGen hereunder shall be expressed in U.S. dollars. With respect to Net Sales invoiced or expenses incurred in a currency other than U.S. dollars, the Net Sales or expense shall be expressed in the domestic currency of the entity making the sale or incurring the expense, together with

the U.S. dollar equivalent, calculated using the arithmetic average of the spot rates on the last Business Day of each month of the Calendar Quarter in which the Net Sales were made or the expense was incurred. The "closing mid-point rates" found in the "Dollar spot

forward against the Dollar" table published by *The Financial Times*, or any other publication as agreed to by the Parties, shall be used as the source of spot rates to calculate the average as defined in the preceding sentence. All payments shall be made by wire transfer in U.S. dollars to the credit of such bank account as shall be designated at least [***] ([***]) business days in advance by ImmunoGen in writing to sanofi-aventis.

5. TREATMENT OF CONFIDENTIAL INFORMATION; PUBLICITY

5.1 Confidentiality

5.1.1 **Confidentiality Obligations.** ImmunoGen and sanofi-aventis each recognizes that the other Party's Confidential Information constitutes highly valuable assets of such other Party. ImmunoGen and sanofi-aventis each agrees that, subject to Section 5.1.2, (a) during the Research License Term and for an additional [***] ([***]) years thereafter it will not disclose, and will cause its Affiliates and Sublicensees not to disclose, any Confidential Information of the other Party and (b) during and after the Term, it will not use, and will cause its Affiliates not to use, any Confidential Information of the other Party, in either case, except as expressly permitted hereunder. Without limiting the generality of the foregoing, each Party shall take such action, and shall cause its Affiliates and Sublicensees to take such action, to preserve the confidentiality of the other Party's Confidential Information as such Party would customarily take to preserve the confidentiality of its own Confidential Information and shall, in any event, use at least reasonable care to preserve the confidentiality of the other Party's Confidential Information.

5.1.2 **Limited Disclosure.** ImmunoGen and sanofi-aventis each agrees that disclosure of its Confidential Information may be made by the other Party to any employee, consultant or Affiliate of such other Party to enable such other Party to exercise its rights or to carry out its responsibilities under this Agreement; provided that any such disclosure or transfer shall only be made to Persons who are bound by written obligations as described in Section 5.1.3. In addition, ImmunoGen and sanofi-aventis each agrees that the other Party may disclose its Confidential Information (a) on a need-to-know basis to such other Party's legal and financial advisors and (b) as reasonably necessary in connection with an actual or potential (i) permitted sublicense of such other Party's rights hereunder, (ii) debt or equity financing of such other Party or (iii) purchase by any Third Party of all of the capital stock or all or substantially all of the assets of such other Party or any merger or consolidation involving such other Party; if, in each case, the Person receiving such Confidential Information of the other Party agrees in writing to maintain the confidentiality of such Confidential Information of the other Party with terms at least as restrictive as those contained in Section 5.1.1. In addition, each Party agrees that the other Party may disclose such Party's Confidential Information (A) as reasonably necessary to file, prosecute or maintain patents or patent applications, or to file, prosecute or defend litigation related to patents or patent applications, in accordance with this Agreement; or (B) as required by Applicable Laws; provided that, in the case of any disclosure under this clause (B), the disclosing Party shall (1) if practicable, provide the other Party with reasonable advance notice of and an opportunity to comment on any such required disclosure, (2) if requested by the other Party, cooperate in all reasonable respects with the other Party's efforts to obtain confidential treatment or a protective order with respect to any such disclosure, at the other Party's expense

and (3) use good faith efforts to incorporate the comments of such other Party in any such disclosure or request for confidential treatment or a protective order.

5.1.3 **Employees and Consultants**. ImmunoGen and sanofi-aventis each hereby represents that all of its employees and consultants, and all of the employees and consultants of its Affiliates, who participate in the activities contemplated by this Agreement or have access to Confidential Information of the other Party are or will, prior to their participation or access, be bound by written obligations to maintain such Confidential Information in confidence and not to use such information except as expressly permitted hereunder. Each Party agrees to use, and to cause its Affiliates to use, reasonable efforts to enforce such obligations.

5.2 **Publicity.** The Parties acknowledge that the terms of this Agreement constitute Confidential Information of each Party and may not be disclosed except as permitted by Section 5.1.2. Notwithstanding anything to the contrary in Section 5.1, the Parties, upon the execution of this Agreement, shall mutually agree to a press release with respect to this Agreement and either Party may make subsequent public disclosure of the contents of such press release without further approval of the other Party. After issuance of such press release, except as required by Applicable Laws, neither Party shall issue a press or news release or make any similar public announcement (other than publication in scientific journals, in advertising materials and brochures, or presentation at scientific conferences and meetings and the like that are intended to be covered by, and are issued in compliance with, Section 5.3) related to the Development or Commercialization of a Licensed Product without the prior written consent of the other Party; provided that notwithstanding the foregoing, ImmunoGen shall be expressly permitted to publicly announce the occurrence of any milestone event under Section 4.4.1; provided, however, that the text of such announcement shall be mutually agreed to by the Parties.

5.3 **Publications and Presentations.** The Parties acknowledge that scientific publications and presentations must be strictly monitored to prevent any adverse effect from premature publication or dissemination of results of the activities hereunder. Each Party agrees that, except as required by Applicable Laws, it shall not publish or present, or permit to be published or presented, the results of the Development or Commercialization of a Licensed Product to the extent such results refer to or otherwise relate to the Licensed Technology or Licensed Patent Rights (the "Covered Results") without the prior review by and approval of the other Party. Each Party shall provide to the other Party the opportunity to review each of the submitting Party's proposed abstracts, manuscripts or presentations (including, without limitation, information to be presented verbally) that relate to the Covered Results at least [***] ([***]) days prior to its intended presentation or submission for publication, and such submitting Party agrees, upon written request from the other Party given within such [***]-[***] period, not to submit such abstract or manuscript for publication or to make such presentation until the other Party is given up to [***] ([***]) days from the date of such written request to seek appropriate patent protection for any Covered Rights in such publication or presentation that it reasonably believes may be patentable. Once such abstracts, manuscripts or presentations have been reviewed and approved by each Party, the same

abstracts, manuscripts or presentations do not have to be provided again to the other Party for review for a later submission for publication. Each Party also shall have the right to require that any of its Confidential Information that is disclosed in any such proposed publication or presentation be deleted prior to such publication or

presentation. In any permitted publication or presentation by a Party, the other Party's contribution shall be duly recognized, and co-authorship shall be determined in accordance with customary industry standards.

6. FILING, PROSECUTION AND MAINTENANCE OF PATENT RIGHTS

6.1 **Patent Filing, Prosecution and Maintenance**. ImmunoGen, acting through patent counsel or agents of its choice, shall be responsible, at its sole cost and expense, for the preparation, filing, prosecution and maintenance of all Licensed Patent Rights. All costs and expenses incurred by ImmunoGen in connection with the preparation, filing, prosecution and maintenance of Licensed Patent Rights shall be the sole responsibility of ImmunoGen. At ImmunoGen's request, sanofi-aventis shall cooperate with ImmunoGen in all reasonable respects in connection with such preparation, filing, prosecution and maintenance of Licensed Patent Rights.

6.2 **Abandonment**. If ImmunoGen decides to abandon or to allow to lapse any of the Licensed Patent Rights in any country or region in the Territory, ImmunoGen shall inform sanofi-aventis of such decision promptly and, in any event, so as to provide sanofi-aventis a reasonable amount of time to meet any applicable deadline to establish or preserve such Licensed Patent Rights in such country or region. Sanofi-aventis shall have the right to assume responsibility for continuing the prosecution of such Licensed Patent Rights in such country or region and paying any required fees to maintain such Licensed Patent Rights in such country or region or defending such Licensed Patent Rights, in each case at sanofi-aventis's sole expense and through patent counsel or agents of its choice. Sanofi-aventis shall not become an assignee of such Licensed Patent Rights as a result of its assumption of any such responsibility. Upon transfer of ImmunoGen's responsibility for prosecuting, maintaining and defending any of the Licensed Patent Rights to sanofi-aventis under this Section 6.2, ImmunoGen shall promptly deliver to sanofi-aventis copies of all necessary files related to the Licensed Patent Rights with respect to which responsibility has been transferred and shall take all actions and execute all documents reasonably necessary for sanofi-aventis to assume such prosecution, maintenance and defense.

6.3 **Legal Actions**.

6.3.1 **Third Party Infringement**.

(a) In the event either Party becomes aware of any possible infringement of, or the submission by any Third Party of an abbreviated new drug application under the Hatch-Waxman Act that is covered by, any Licensed Patent Rights that cover a Licensed Product (an "Infringement"), that Party shall promptly notify the other Party and provide it with all details of such Infringement of which it is aware (each, an "Infringement Notice"). ImmunoGenshall have the first right and option to eliminate such Infringement by reasonable steps, which may include the institution of legal proceedings or other action. All costs, including without limitation attorneys' fees, relating to such legal proceedings or other action shall be borne by ImmunoGen. If ImmunoGen does not take commercially reasonable steps to eliminate the Infringement within [***] [***] [***] ([***]) days from any Infringement

Notice (or [***]-[***] ([***]) days in the case of an Infringement under the Hatch-Waxman Act), then sanofi-aventis shall have the right and option to do so at its expense; provided that if ImmunoGen has commenced negotiations with an alleged infringer for elimination of such Infringement within such [***]-[***] (or, if applicable [***]-[***]) period, ImmunoGen shall have an additional [***] ([***]) days (or in the case of an Infringement under the Hatch-Waxman Act, [***] ([***]) days) to conclude its negotiations before sanofi-aventis may take steps to eliminate such Infringement. Neither Party shall settle any Infringement claim or proceeding under this Section 6.3.1 without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Each Party shall have the right to participate, and be represented by counsel that it selects, in any legal proceedings or other action instituted under this Section 6.3.1 by the other Party. If a Party with the right to initiate legal proceedings under Section 6.3.1 to eliminate an Infringement lacks standing to do so and the other Party has standing to initiate such legal proceedings, then the Party with standing shall initiate such legal proceedings at the request and expense of the other Party.

(c) In any action, suit or proceeding instituted under this Section 6.3.1, the Parties shall cooperate with and assist each other in all reasonable respects. Upon the reasonable request of the Party instituting such action, suit or legal proceeding, the other Party shall join such action, suit or legal proceeding and shall be represented using counsel of its own choice, at the requesting Party's expense.

(d) Any amounts recovered by either Party pursuant to Section 6.3.1(a), whether by settlement or judgment, shall be allocated in the following order: (i) first, to reimburse ImmunoGen and sanofi-aventis for their reasonable out-of-pocket expenses in making such recovery (which amounts shall be allocated pro rata according to such expenses if insufficient to cover the totality of such expenses); and (ii) then, one hundred percent (100%) to ImmunoGen.

6.3.2 **Defense of Claims**. In the event that any action, suit or proceeding is brought against either Party or any Affiliate or Sublicensee of either Party alleging the infringement of the Technology or Patent Rights of a Third Party by reason of the use by sanofi-aventis of the Licensed Technology or Licensed Patent Rights to Develop or Commercialize any Licensed Product: (a)[***] shall have the obligation to defend such action, suit or proceeding at its sole expense; (b) [***] shall have the right to separate counsel at its own expense in any such action, suit or proceeding; and (c) the Parties shall cooperate with each other in all reasonable respects in any such action, suit or proceeding. Each Party shall provide the other Party with prompt written notice of the commencement of any such suit, action or proceeding, or of any allegation of infringement of which such Party becomes aware, and shall

promptly furnish the other Party with a copy of each communication relating to the alleged infringement that is received by such Party. For purposes of clarity, nothing in this Section 6.3.2 shall affect the right of ImmunoGen to defend itself in any action suit or proceeding.

7. TERM AND TERMINATION

7.1 **Term.** This Agreement shall commence on the Effective Date and shall continue

in full force and effect until the end of the Research License Term, and, if sanofi-aventis is Developing or Commercializing a Licensed Product as of the end of the Research License Term, thereafter until (a) such time as sanofi-aventis is no longer Developing at least one (1) Licensed Product for use in the Field and in the Territory or (b) if, as of the time sanofi-aventis is no longer Developing at least one (1) Licensed Product for use in the Field and in the Territory, the first Commercialization Regulatory Approval of any Licensed Product has been obtained, then such time as the Royalty Term for the final Licensed Product has ended, unless earlier terminated in accordance with the provisions of this Article 7 (the "Term").

7.2 **Termination.** This Agreement may be terminated at any time by either Party as follows:

7.2.1 **Termination for Breach.** Except as set forth herein, either Party may terminate this Agreement, effective immediately upon written notice to the other Party, for a breach by the other Party of any material term of this Agreement that remains uncured [***] ([***]) days ([***] ([***]) days in the event that the breach is a failure of sanofi-aventis to make any payment required hereunder) after the non-breaching Party first gives written notice of such breach to the other Party. Notwithstanding anything to the contrary set forth herein, (a) if the asserted breach is cured or shown to be non-existent within the applicable cure period, the notice of breach hereunder shall be deemed automatically withdrawn; and (b) a material breach by a party shall not give rise to the termination right under this Section 7.2.1 to the extent such material breach arises from a Force Majeure event as described in Section 10.11; provided, that the Party breaching this Agreement shall have the burden of demonstrating the occurrence of a Force Majeure. Notwithstanding the foregoing, a Party may not terminate this Agreement pursuant to this Section 7.2.1 at a time when such Party has committed a breach of a material term of this Agreement which remains uncured.

7.2.2 **Termination for Insolvency.** In the event that either Party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act or has any such petition filed against it which is not discharged within [***] ([***]) days of the filing thereof, then the other Party may terminate this Agreement effective immediately upon written notice to such Party. In connection therewith, all rights and licenses granted under this Agreement are, and shall be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101(56) of the United States Bankruptcy Code. In the event that either Party undergoes a voluntary dissolution or winding-up of its affairs, then the other Party may terminate this Agreement effective immediately upon written notice to such Party.

7.3 **Consequences of Termination of Agreement.** In the event of the termination of this Agreement pursuant to Section 7.2, the following provisions shall apply, as applicable.

7.3.1 **Termination by ImmunoGen under Section 7.2.1.** If this Agreement is terminated by ImmunoGen pursuant to Section 7.2.1:

(a) all of the licenses granted by ImmunoGen to sanofi-aventis pursuant to Section 2.1.1 shall immediately terminate; and

(b) each Party shall promptly return or destroy all Confidential Information of the other Party that are not subject to a continuing license hereunder; provided that each Party may retain one copy of the Confidential Information of the other Party in its archives solely for the purpose of establishing the contents thereof and ensuring compliance with its obligations hereunder.

7.3.2 **Termination by sanofi-aventis Pursuant to Section 7.2.1.** If this Agreement is terminated by sanofi-aventis pursuant to Section 7.2.1:

(a) the license granted by ImmunoGen to sanofi-aventis pursuant to Section 7.2.1(b) shall survive solely as applied to Licensed Products being Developed or Commercialized by sanofi-aventis as of the effective date of termination, subject to sanofi-aventis's continued payment of all milestone, royalty and other payments under and in accordance with this Agreement with respect thereto;

(b) all other licenses granted by ImmunoGen to sanofi-aventis pursuant to Section 2.1.1 shall immediately terminate; and

(c) each Party shall promptly return or destroy all Confidential Information of the other Party that are not subject to a continuing license hereunder; provided that each Party may retain one copy of the Confidential Information of the other Party in its archives solely for the purpose of establishing the contents thereof and ensuring compliance with its obligations hereunder.

7.3.3 **Termination Pursuant to Section 7.2.2.** If this Agreement is terminated by sanofi-aventis or ImmunoGen pursuant to Section 7.2.2, unless prohibited by Applicable Laws:

(a) the license set forth in Section 7.2.1(b) shall survive solely as applied to Licensed Products being Developed or Commercialized by sanofi-aventis as of the effective date of termination, subject to sanofi-aventis' continued payment of all milestone, royalty and other payments under and in accordance with this Agreement with respect thereto;

(b) all other licenses granted by ImmunoGen to sanofi-aventis pursuant to Section 2.1.1 shall immediately terminate; and

(c) each Party shall promptly return all Confidential Information of the other Party that are not subject to a continuing license hereunder; provided that each Party may retain one copy of the Confidential Information of the other Party in its archives solely for the purpose of establishing the contents thereof and ensuring compliance with its obligations hereunder.

7.4 **Surviving Provisions.** Termination or expiration of this Agreement for any reason shall be without prejudice to:

(a) the rights and obligations of the Parties provided in Sections 7.4 and Articles 5, 9 and 10 (including all other Sections or Articles referenced in any such Section or Article and including Article 1), all of which shall survive such termination;

(b) ImmunoGen's rights to receive royalties and milestone payments for the duration of any applicable Royalty Term, if any;

(c) any other rights or remedies provided at law or equity which either Party may otherwise have; and

(d) with respect to expiration of this Agreement, any licenses granted in accordance with Section 4.5.2 at the expiration of the Royalty Term for each Licensed Product in each country in the Territory.

8. REPRESENTATIONS AND WARRANTIES

8.1 **Mutual Representations and Warranties.** ImmunoGen and sanofi-aventis each represents and warrants to the other, as of the Effective Date, as follows:

8.1.1 **Organization**. It is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and has all requisite power and authority, corporate or otherwise, to execute, deliver and perform this Agreement.

8.1.2 **Authorization**. The execution and delivery of this Agreement and the performance by it of the transactions contemplated hereby have been duly authorized by all necessary corporate action and will not violate (a) such Party's certificate of incorporation or bylaws, (b) any agreement, instrument or contractual obligation to which such Party is bound in any material respect, (c) any requirement of any Applicable Law, or (d) any order, writ, judgment, injunction, decree, determination or award of any court or governmental agency presently in effect applicable to such Party.

8.1.3 **Binding Agreement.** This Agreement is a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms and conditions.

8.1.4 **No Inconsistent Obligation.** It is not under any obligation, contractual or otherwise, to any Person that conflicts with or is inconsistent in any respect with the terms of this Agreement or that would impede the diligent and complete fulfillment of its obligations hereunder.

8.2 **Additional Representations of ImmunoGen.** ImmunoGen further represents and warrants to sanofi-aventis, as of the Effective Date, as follows:

8.2.1 **Licensed Patent Rights.** All Licensed Patent Rights existing as of the Effective Date are existing and, to ImmunoGen's knowledge, no such Licensed Patent Rights are invalid or unenforceable. ImmunoGen has the right to enforce the Licensed Patent Rights existing as of the Effective Date.

8.2.2 **Claims or Judgments.** There are no claims, judgment or settlements

against ImmunoGen pending, or to ImmunoGen's knowledge, threatened, that invalidate or seek to invalidate the Licensed Patent Rights existing as of the Effective Date.

8.2.3 **Right to Technology.** ImmunoGen has the full right, power and authority to grant the licenses under the Licensed Technology and the Licensed Patent Rights existing as of the Effective Date granted pursuant to this Agreement. ImmunoGen is the sole and exclusive owner or the exclusive licensee of the right, title, and interest in and to the Licensed Technology and the Licensed Patent Rights, free and clear of any liens, charges or encumbrances, including, without limitation, all patent rights included therein, and no third party has any right, title or interest in or to the Licensed Technology and the Licensed Patent Rights.

8.2.4 **No Infringement.** To ImmunoGen's knowledge, no Third Party is infringing, or threatening to infringe, the Licensed Patent Rights existing as of the Effective Date nor does ImmunoGen have any knowledge of any patent, patent application or other intellectual property right of any Third Party which could materially and adversely affect the ability of sanofi-aventis to exercise or exploit any of the rights or licenses granted to it pursuant to this Agreement.

8.2.5 **No Litigation**. There is no pending or, to ImmunoGen's knowledge, threatened, litigation that alleges that the proposed activities of sanofi-aventis under this Agreement would infringe or misappropriate any intellectual property rights of any Third Party.

9. INDEMNIFICATION

9.1 **Indemnification of sanofi-aventis by ImmunoGen**. ImmunoGen shall indemnify, defend and hold harmless sanofi-aventis, its Affiliates, their respective directors, officers, employees and agents, and their respective successors, heirs and assigns (collectively, the "sanofi-aventis Indemnitees"),

against all liabilities, damages, losses and expenses (including, without limitation, reasonable attorneys' fees and expenses of litigation) (collectively, "Losses") incurred by or imposed upon the sanofi-aventis Indemnitees, or any one of them, as a direct result of claims, suits, actions, demands or judgments of Third Parties, including without limitation personal injury and product liability claims and claims of suppliers and ImmunoGen employees (collectively, "Claims"), arising out of the material breach by ImmunoGen of this Agreement, except with respect to any Claim or Losses that result from a material breach of this Agreement by, or the gross negligence or willful misconduct of, sanofi-aventis; provided that, with respect to any Claim for which ImmunoGen has an obligation to any sanofi-aventis Indemnitee pursuant to this Section 9.1 and sanofi-aventis has an obligation to any ImmunoGen Indemnitee pursuant to Section 9.2, each Party shall indemnify each of the other Party's Indemnitees for its Losses to the extent of its responsibility, relative to the other Party, for the facts underlying the Claim.

9.2 **Indemnification of ImmunoGen by sanofi-aventis**. Sanofi-aventis shall indemnify, defend and hold harmless ImmunoGen, its Affiliates, their respective directors, officers, employees and agents, and their respective successors, heirs and assigns (the "ImmunoGen Indemnitees"), against any Losses incurred by or imposed upon the ImmunoGen Indemnitees, or any one of them, as a direct result of Claims arising out of (a) the material breach by sanofi-aventis of this Agreement; (b) the Development or Commercialization (including,

without limitation, the production, manufacture, promotion, import, sale or use by any Person) of any Licensed Product by sanofi-aventis or any of its Affiliates, Sublicensees, distributors or agents, except with respect to any Claim or Losses that result from a breach of this Agreement by, or the gross negligence or willful misconduct of, ImmunoGen; provided that with respect to any Claim for which ImmunoGen has an obligation to any sanofi-aventis Indemnitee pursuant to Section 9.1 and sanofi-aventis has an obligation to any ImmunoGen Indemnitee pursuant to this Section 9.2, each Party shall indemnify each of the other Party's Indemnitees for its Losses to the extent of its responsibility, relative to the other Party, for the facts underlying the Claim.

9.3 **Conditions to Indemnification**. A Person seeking recovery under this Article 9(the "Indemnified Party") in respect of a Claim shall give prompt notice of such Claim to the Party from which recovery is sought (the "Indemnifying Party") and, provided that the Indemnifying Party is not contesting its obligation under this Article 9, shall permit the Indemnifying Party to control any litigation relating to such Claim and the disposition of such Claim; provided that the Indemnifying Party shall (a) act reasonably and in good faith with respect to all matters relating to the settlement or disposition of such Claim as the settlement or disposition relates to such Indemnified Party and (b) not settle or otherwise resolve such claim without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed). Each Indemnified Party shall cooperate with the Indemnifying Party in its defense of any such Claim in all reasonable respectsand shall have the right to be present in person or through counsel at all legal proceedings with respect to such Claim.

9.4 **Warranty Disclaimer**. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT AND EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

9.5 **Limited Liability**. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES FOR (I) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST REVENUES, OR (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, WHETHER UNDER ANY CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY.

10. MISCELLANEOUS

10.1 **Notices**. All notices and communications shall be in writing and delivered personally or by courier or mailed via certified mail, return receipt requested, addressed as follows, or to such other address as may be designated from time to time:

If to sanofi-aventis:

sanofi-aventis U.S. LLC
1041 Rt. 202-206
Bridgewater, NJ 08807
Attn: Head, US Alliances & Partnerships

With a copy to:
Head, US R&D Legal

If to ImmunoGen:

ImmunoGen, Inc.
128 Sidney Street
Cambridge, Massachusetts 02139
Attn: Chief Executive Officer

With a copy to:
Mintz, Levin, Cohn, Ferris, Glovsky
and Popeo, PC
One Financial Center
Boston, Massachusetts 02111
Attention: [***] [***], Esq.
Tel: (617) 542-6000
Fax: (617) 542-2241

Except as otherwise expressly provided in this Agreement or mutually agreed in writing, any notice, communication or document (excluding payment) required to be given or made shall be deemed given or made and effective upon actual receipt or, if earlier, (a) three (3) business days after deposit with an internationally-recognized overnight express courier with changes prepaid, or (b) five (5) business days after mailed by certified, registered or regular

mail, postage prepaid, in each case addressed to a Parties at its address stated above or to such other address as such Party may designate by written notice given in accordance with this Section 10.2.

10.2 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware (USA), without regard to the application of principles of conflicts of law.

10.3 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and permitted assigns.

10.4 **Headings**. Section and subsection headings are inserted for convenience of reference only and do not form a part of this Agreement.

10.5 **Counterparts**. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and both of which, together, shall constitute a single agreement.

10.6 **Amendment; Waiver**. This Agreement may be amended, modified, superseded or canceled, and any of the terms of this Agreement may be waived, only by a written instrument executed by each Party or, in the case of waiver, by the Party or Parties waiving compliance. The delay or failure of either Party at any time or times to require performance of any provisions shall in no manner affect the rights at a later time to enforce the same. No waiver by either Party of any condition or of the breach of any term contained in this Agreement, whether by conduct, or otherwise, in any one or more instances, shall be deemed to be, or considered as, a further or continuing waiver of any such condition or of the breach of such term or any other term of this Agreement.

10.7 **No Third Party Beneficiaries**. Except as set forth in Sections 9.1 and 9.2, no Third Party (including, without limitation, employees of either Party) shall have or acquire any rights by reason of this Agreement.

10.8 **Purposes and Scope**. The Parties hereto understand and agree that this License Agreement is limited to the activities, rights and obligations as set forth in this Agreement. Nothing in this Agreement shall be construed (a) to create or imply a general partnership between the Parties, (b) to make either Party the agent of the other for any purpose, (c) to alter, amend, supersede or vitiate any other arrangements between the Parties with respect to any subject matters not covered hereunder, (d) to give either Party the right to bind the other, (e) to create any duties or obligations between the Parties except as expressly set forth herein, or (f) to grant any direct or implied licenses or any other right other than as expressly set forth herein.

10.9 **Assignment and Successors**. Neither this Agreement nor any obligation of a Party hereunder may be assigned by either Party without the consent of the other which shall not be unreasonably withheld, except that each Party may assign this Agreement and the rights, obligations and interests of such Party, in whole or in part, to any of its Affiliates, and to any Third Party purchaser of all of the capital stock of such Party or all or substantially all of its assets in the line of business to which this Agreement pertains or to any successor corporation resulting from any merger or consolidation of such Party with or into such corporation.

10.10 **Force Majeure**. Neither sanofi-aventis nor ImmunoGen shall be liable for failure of or delay in performing obligations set forth in this Agreement, and neither shall be deemed in breach of its obligations, if such failure or delay is due to a Force Majeure. In event of such Force Majeure, the Party affected shall use reasonable efforts to cure or overcome the same and resume performance of its obligations hereunder.

10.11 **Interpretation**. The Parties hereto acknowledge and agree that: (a) each Party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (c) unless a context otherwise requires, wherever used, the singular shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders and the word “or” is used in the inclusive sense (and/or).

10.12 **Integration; Severability**. This Agreement and the Collaboration Agreement are the entire agreements with respect to the subject matter hereof and supersede all other agreements and understandings between the Parties with respect to such subject matter. If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the Parties that the remainder of this Agreement shall not be affected.

10.13 **Further Assurances**. Each of ImmunoGen and sanofi-aventis agrees to duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including, without limitation, the filing of such additional assignments, agreements, documents and instruments, as the other Party may at any time and from time to time reasonably request in connection with this Agreement or to carry out

more effectively the provisions and purposes of, or to better assure and confirm unto such other Party its rights and remedies under, this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

IMMUNOGEN, INC.

By: ____________________
Name: ____________________
Title: ____________________

SANOFI-AVENTIS U.S. LLC

By: ____________________
Name: ____________________
Title: ____________________

SANOFI-AVENTIS U.S. LLC

By: ____________________
Name: ____________________
Title: ____________________

SCHEDULE 1

LICENSED PATENT RIGHTS

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OPTION AND LICENSE AGREEMENT

This Option and License Agreement (this "Agreement") is made effective as of December 21, 2006 (the "Effective Date") by and between ImmunoGen, Inc., a Massachusetts corporation with a principal place of business at 128 Sidney Street, Cambridge, Massachusetts 02139 ("ImmunoGen"), and sanofi-aventis U.S. LLC, a limited liability company organized and existing under the laws of Delaware with offices at 1041 Rt. 202-206, Bridgewater, NJ 08807 ("sanofi-aventis"). Each of sanofi-aventis and ImmunoGen is sometimes referred to individually herein as a "Party" and collectively as the "Parties."

WHEREAS, sanofi-aventis is the owner of or otherwise Controls certain Patent Rights and Technology relating to certain proprietary Antibodies; and

WHEREAS, ImmunoGen is the owner of or otherwise Controls certain proprietary Patent Rights and Technology relating to or otherwise useful in the conjugation of certain maytansine compounds to Antibodies; and

WHEREAS, ImmunoGen has entered into agreements based on the so-called "Revolving-Door" structure with a number of Third Parties whereby such Third Parties are obligated to grant back to ImmunoGen the right to such Third Parties' improvements to Technology and Patent Rights, and pursuant to which ImmunoGen has the right to grant access to such Third Party Improvements to sanofi-aventis; and

WHEREAS, sanofi-aventis desires to have access to such Technology, Patent Rights and Improvements for research, discovery and development of Ab-MAY Products (as defined below); and

WHEREAS, in connection therewith, sanofi-aventis desires to receive, and ImmunoGen desires to grant, Options to obtain one or more licenses to Licensed Technology having the terms set forth in one or more License Agreements to be executed by the Parties.

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

1. DEFINITIONS

Whenever used in this Agreement with an initial capital letter, the terms defined in this Section 1 shall have the meanings specified below.

1.1 "**Ab-MAY Product**" means any product containing a conjugate of a Sanofi-aventis Antibody with a MAY Compound in which the Sanofi-aventis Antibody is directed against a Target that is not an Excluded Target.

1.2 "**Affiliate**" means, with respect to any Party, any Person that, directly or through one or more Affiliates, controls, or is controlled by, or is under common control with, such Party. For purposes of this definition, "control" means (a) ownership of more than fifty percent (50%)

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Securities Exchange Act of 1934.

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of the shares of stock entitled to vote for the election of directors in the case of a corporation, or more than fifty percent (50%) of the equity interests in the case of any other type of legal entity, (b) status as a general partner in any partnership, or (c) any other arrangement whereby a Person controls or has the right to control the board of directors of a corporation or equivalent governing body of an entity other than a corporation.

1.3 "**Antibody**" means a polyclonal or monoclonal antibody, whether multiple or single chain, recombinant or naturally occurring, whole or fragment, and any variants, derivatives or constructs thereof, including but not limited to, antigen binding portions including Fab, Fab', F(ab')2, Fv, dAb and CDR fragments, single chain antibodies (scFv), chimeric antibodies, diabodies and polypeptides (including any humanized versions thereof) that contain at least a portion of an immunoglobulin that is sufficient to confer specific antigen binding to the polypeptide.

1.4 **"Antibody-MAY Compound Conjugate"** means any compound containing a conjugate of an Antibody with a MAY Compound.

1.5 **"Applicable Laws"** means Federal, state, local, national and supra-national laws, statutes, rules and regulations, including any rules, regulations, guidance, guidelines or requirements of Regulatory Authorities, national securities exchanges or securities listing organizations, that may be in effect from time to time during the Term and applicable to a particular activity hereunder.

1.6 **"Business Day"** means a day on which banking institutions in New York, New York are open for business.

1.7 **"Confidential Information"** means (a) with respect to ImmunoGen, all tangible embodiments of Licensed Technology and Licensed Patent Rights; (b) with respect to sanofi-aventis, the identification by sanofi-aventis of a Proposed Target and the exercise by sanofi-aventis of any Option with respect to an Optioned Target; and (c) with respect to each Party, all information and Technology disclosed or provided by or on behalf of such Party (the "disclosing Party") to the other Party (the "receiving Party") or to any of the receiving Party's employees, consultants, Affiliates or sublicensees, provided, that, none of the foregoing shall be Confidential Information if: (i) as of the date of disclosure, it is known to the receiving Party or its Affiliates as demonstrated by credible contemporaneous written documentation, other than by virtue of a prior confidential disclosure to such receiving Party; (ii) as of the date of disclosure it is in the public domain, or it subsequently enters the public domain through no fault of the receiving Party; (iii) it is obtained by the receiving Party from a Third Party having a lawful right to make such disclosure free from any obligation of confidentiality to the disclosing Party; or (iv) it is independently developed by or for the receiving Party without reference to or use of any Confidential Information of the disclosing Party as demonstrated by

credible contemporaneous written documentation. For purposes of clarity, the terms of this Agreement shall constitute Confidential Information of each Party.

1.8 **"Control"** or **"Controlled"** means (a) with respect to Technology or Patent Rights, the possession by a Party of the right to grant a license or sublicense to such Technology or Patent Rights as provided herein without the payment of additional consideration to, and without violating the terms of any agreement or arrangement with, any Third Party and (b) with

respect to any Antibody, the possession by a Party of the right to supply such Antibody to the other Party as provided herein without the payment of additional consideration to, and without violating the terms of any agreement or arrangement with, any Third Party.

1.9 **"Designated Senior Officer"** means, with respect to a Party, the senior officer of such Party or an Affiliate designated by such Party to have final decision making authority over disputed matters.

1.10 "**Field**" means all human therapeutic, prophylactic and diagnostic uses.

1.11 "**ImmunoGen Antibody**" means any Antibody Controlled, owned or made available by ImmunoGen.

1.12 **"Improvement"** means any enhancement, improvement or modification to the Licensed Technology or the Licensed Patent Rights.

1.13 "**License Agreement**" means a written license agreement executed by the Parties upon exercise of any Option pursuant to Section 2.2.2 in substantially the form set forth in Appendix A attached hereto.

1.14 **"Licensed Patent Rights"** means any of the patents and patent applications described in Schedule 1 attached hereto, and any divisionals, continuations, continuations-in-part (to the extent that any continuations-in-part are entitled to the priority date of an initial patent or patent application which is the subject of this Agreement), reissues, reexaminations, confirmations, revalidations, registrations, patents of addition, renewals, extensions or substitutes thereof, or any patents issuing therefrom or any supplementary protection certificates related thereto, including any Improvement related thereto that is conceived or reduced to practice by ImmunoGen or its Third Party collaborators, that are Controlled by ImmunoGen and that include one or more claims that cover Licensed Technology.

1.15 "**Licensed Target**" means an Optioned Target following exercise of an Option as set forth in Section 2.2.2 and which is the subject of a License Agreement between the Parties.

1.16 **"Licensed Technology**" means any Technology Controlled by ImmunoGen as of the Effective Dateorthat is Controlled by ImmunoGen at any time during the Term including, without limitation, any Improvement related thereto that is conceived or reduced to practice by ImmunoGen or its Third Party collaborators and that is, in any case, necessary or useful for sanofi-aventis to practice the research licenses set forth in Section 2.3.

1.17 "**Manufacturing Cost"** means, with respect to any Preclinical Materials manufactured by ImmunoGen, ImmunoGen's fully-burdened costs (including the costs associated with product testing and release activities) of producing and packaging such Preclinical Materials, including the sum of the following components: (a) direct costs, including (1) materials directly used in producing and packaging such Preclinical Materials and (2) with respect to any Preclinical Materials obtained by ImmunoGen from a Third Party and supplied to sanofi-aventis without modification, the amount paid by ImmunoGen to such Third Party for the same; (b) manufacturing overhead costs attributable to the cost of goods under the foregoing clause(a)(1), including manufacturing and quality labor and manufacturing and quality

supervisory services, operating and administrative costs of the manufacturing and quality departments and occupancy costs which are allocable to company departments based on space occupied or headcount or another reasonable activity-based method; for the purpose of clarity, any cost allocation shall be (i) in any case, applied in accordance with GAAP, and (ii) applied consistently by ImmunoGen in relation to all other Third Parties for which ImmunoGen manufactures comparable materials; (c) any other reasonable and customary out-of-pocket costs borne by ImmunoGen for the testing, transport, customs clearance, duty, insurance and/or storage of such Preclinical Materials; and (d) ImmunoGen's general and administrative costs, including purchasing, human resources, payroll, information system and accounting, which are directly attributable or reasonably allocable to company departments based on space occupied or headcount.

1.18 "**MAY Compound**" means any and all maytansinoid compounds (including, without limitation, maytansinol, ansamitocins, DM1 and DM4), whether produced by a botanical source, natural fermentation, chemical synthesis or otherwise, and shall include, without limitation, all variants, fragments or derivatives of any of the foregoing, in each case Controlled by ImmunoGen.

1.19 **"Option Agreement"** means the Option Agreement between the Parties dated as of August 31, 2006.

1.20 **"Option Grant Date"** means, with respect to a Proposed Target that is not an Excluded Target, the date of the Option Response provided by ImmunoGen.

1.21 **"Optioned Target"** means any Proposed Target that is not an Excluded Target and becomes the subject of an Option granted by ImmunoGen pursuant to Section 2.2.1.

1.22 "**Patent Rights**" means the rights and interests in and to issued patents and pending patent applications (including inventor's certificates and utility models) in any country or jurisdiction within the Territory, including all provisionals, substitutions, continuations, continuations-in-part,

divisionals, supplementary protection certificates, renewals, all letters patent granted thereon, and all reissues, reexaminations, extensions, confirmations, revalidations, registrations, patents of addition thereof, PCTs and foreign counterparts.

1.23 **"Preclinical Materials"** means any materials (including without limitation any supplies of MAY Compound or Ab-MAY Product) manufactured by ImmunoGen for sanofi-aventis pursuant to this Agreement and in accordance with Applicable Laws and all applicable specifications for use in preclinical testing.

1.24 "**Sanofi-aventis Antibody**" means any Antibody and other binding proteins Controlled by, owned by or made available to sanofi-aventis.

1.25 **"Sanofi-aventis Improvement"** means any Improvement that is conceived or first reduced to practice by sanofi-aventis in connection with the exercise by sanofi-aventis of the licenses set forth in Section 2.3.

1.26 "**Target**" means any particular antigen (whether a protein, carbohydrate, etc.) that is bound by a particular Antibody used to create an Ab-MAY Product, and all epitopes of such particular antigen.

1.27 **"Technology"** means, collectively, all inventions, discoveries, improvements, trade secrets and proprietary methods, whether or not patentable, including without limitation, macromolecular sequences, data, formulations, processes, techniques, know-how and results (including any negative results).

1.28 "**Territory**" means all countries of the world.

1.29 "**Third Party**" means any person or entity other than ImmunoGen, sanofi-aventis and their respective Affiliates.

Additional Definitions. In addition, each of the following definitions shall have the respective meanings set forth in the section of this Agreement indicated below:

Definition	Section
Agreement	Recitals
Covered Results	4.3
Disputed Matter	8.14.1
Excluded Target	2.2.1
Expired Option	2.2.3
Expired Option Tail Period	2.2.3
ImmunoGen	Recitals
ImmunoGen Indemnitees	8.17.1
Indemnifying Party	8.18
License Response	2.2.5
License Request	2.2.5
Option	2.2.1
Option Period	2.2.2
Option Request	2.2.1
Option Response	2.2.1
Party/Parties	Recitals
Proposed Target	2.2.1
Research Term	2.3.5
Research Term Exercise Fee	3.2
sanofi-aventis	Recitals
sanofi-aventis Indemnitees	8.17.2
Terminated Option	2.2.4
Term	7.1
Third Party Right	2.2.1

2. GRANT OF RIGHTS

2.1 **Option to Initiate Research Term**. ImmunoGen hereby grants sanofi-aventis an option (the "Research Term Option"), at sanofi-aventis' sole discretion, to initiate the Research

Term by providing written notice of election to ImmunoGen and paying the Research Term Exercise Fee on, or prior to, August 31, 2008 (the date of such election, the "Research Term Exercise Date").

2.2 **Exclusive Target Options**.

2.2.1 **Option Request and Grant.** Sanofi-aventis may from time to time during the Research Term provide written notice to ImmunoGen requesting the grant by ImmunoGen of an exclusive option (each such option, an "Option") (the "Option Request") to obtain an exclusive

license in the Territory under the Licensed Technology and Licensed Patent Rights, with respect to any Target specified in the Option Request (each, a "Proposed Target"), for the sole purpose of researching, making and having made, Ab-MAY Products directed to such Proposed Target, for any and all uses within the Field. ImmunoGen shall provide a written response (the "Option Response") to sanofi-aventis within [***] ([***]) Business Days of any Option Request specifying whether or not the Proposed Target is available to be the subject of an Option and, if unavailable, the reasons for such unavailability as set forth in this Section 2.2.1 (it being understood that the foregoing disclosure shall be subject to any confidentiality obligations ImmunoGen may have with any Third Party), provided, that, ImmunoGen hereby acknowledges and agrees that it may only treat a Proposed Target that is identified in an Option Request as unavailable (each, an "Excluded Target") if, on the date of the Option Request, (a) ImmunoGen is pursuing an internal development or commercialization program with a MAY Compoundconjugated with an ImmunoGen Antibody that is directed against such Proposed Target; (b) ImmunoGen has, with respect to the Proposed Target, granted an exclusive option or license to a Third Party under any Patent Rights Controlled by ImmunoGen that are necessary or useful for the development, manufacture, use or sale of Antibody-MAY Compound Conjugates (a "Third Party Right"); or (c) ImmunoGen is in discussions with a Third Party relating to a potential grant of a Third Party Right. Upon the grant of an Option to a Proposed Target to sanofi-aventis as provided in this Section 2.2.1, the Proposed Target shall be deemed to be an Optioned Target for purposes of this Agreement and, for the duration of the Option Period, (i) sanofi-aventis shall have the rights granted in Section 2.3.2 and (ii) ImmunoGen shall not initiate or engage in discussions with any Third Party concerning a Third Party Right with respect to the Optioned Target, or pursue internally any development or commercialization program concerning an Antibody-MAY Compound Conjugate directed against the Optioned Target. Notwithstanding anything to the contrary set forth in this Agreement, the Parties hereby agree that sanofi-aventis shall have the right to select and maintain no more than [***] ([***]) Optioned Targets at any given time during the Term, provided, that, Expired Options and Terminated Options shall not count as Optioned Targets for purposes of this limitation.

2.2.2 **Exercise of Options.** Sanofi-aventis shall have the right to exercise any Option at any time during the period commencing on the Option Grant Date and continuing for a period of [***] ([***]) months thereafter (as such period may be extended as provided in Section 2.2.5 below, the "Option Period"), by (a) delivering written notice of exercise thereof, which notice shall specify the Optioned Target and (b) executing a License Agreement in the form of Appendix A attached hereto. Upon exercise of an Option covering an Optioned Target as provided in this Section 2.2.2, such Optioned Target shall become a Licensed Target and the Licensed Patent Rights and Licensed Technology (as defined in the License Agreement) shall be

exclusively licensed with respect to such Licensed Target to sanofi-aventis on the terms and subject to the conditions set forth in the relevant License Agreement.

2.2.3 **Option Expiration**. In the event that sanofi-aventis fails to exercise any Option during the applicable Option Period (each, an "Expired Option"), all rights granted by ImmunoGen to sanofi-aventis pursuant to Section 2.2.1 applicable to such Expired Option shall terminate as of such expiration date; provided, that, if the Option becomes an Expired Option prior to expiration of the Research Term, the non-exclusive research license granted pursuant to Section 2.3.1 below for the Optioned Target that is the subject of such Expired Option shall again be in effect and shall survive, and such non-exclusive license will continue until the date on which ImmunoGen provides written notice to sanofi-aventis that such Target has become an Excluded Target. Notwithstanding the foregoing, following the expiration of any Option Period with respect to an Optioned Target, (a) ImmunoGen shall have the right to initiate or engage in discussions with any Third Party concerning a Third Party Right or pursue internally any project concerning, any rights regarding an Antibody-MAY Compound Conjugate directed to the Target covered by such Expired Option; (b) during the period commencing on the date of expiration of the Option Period and continuing for a period of [***] ([***]) months (the "Expired Option Tail Period"), sanofi-aventis may not provide an Option Request to ImmunoGen with respect to the Target that is the subject of the Expired Option; and (c) on and after the Expired Option Tail Period but prior to the expiration of the Research Term, and subject to notice, availability and limitations pursuant to this Section 2.2, sanofi-aventis shall have the right, upon written request, to provide an Option Request to ImmunoGen with respect to the Target covered by such Expired Option.

2.2.4 **Termination of Options.** Sanofi-aventis may terminate any Option that is not an Expired Option at any time on and after [***] ([***]) months from the Option Grant Date by providing written notice of termination to ImmunoGen, which notice shall identify the Optioned Target to be terminated (each, a "Terminated Option"). Upon termination of an Option as provided in this Section 2.2.4, sanofi-aventis shall have the rights set forth in Section 2.2.3 above, as if the Terminated Option were an Expired Option (subject to notice, availability and other limitations set forth in this Section 2.2), and at such time or thereafter sanofi-aventis may select and be granted another Option to replace the Terminated Option, subject to limitations on the number of Options set forth in Section 2.2.1.

2.2.5 **Non-Optioned Target: Request for Exclusive License.** Notwithstanding anything to the contrary in this Agreement, sanofi-aventis may at any time during the Research Term request the grant by ImmunoGen of an exclusive license to any Target that is not an Optioned Target by giving written notice to ImmunoGen (the "License Request"), which License Request shall specify in reasonable detail the Target. ImmunoGen shall provide a written response (the "License Response") to sanofi-aventis within [***] ([***]) Business Days of any License Request specifying whether or not the Target specified in the License Request is available to be the subject of an exclusive license and, if unavailable, the reasons for such unavailability as set forth in Section 2.2.1. As promptly as possible following the issuance by ImmunoGen of a License Response indicating that the Target is available to be the subject of an exclusive license (a) the Parties shall execute a License Agreement in the form of Appendix A attached hereto. Upon execution of such License Agreement, such Target shall become a Licensed Target and the Licensed Patent Rights and Licensed Technology (as defined in the

License Agreement) shall be exclusively licensed with respect to such Licensed Target to sanofi-aventis on the terms and subject to the conditions set forth in the relevant License Agreement.

2.2.6 **Discussions Regarding Targets.** ImmunoGen agrees, upon the request of sanofi-aventis, to confer with sanofi-aventis on whether ImmunoGen reasonably expects any Target identified by sanofi-aventis will remain available to become an Optioned Target and/or Licensed Target, provided, that under no circumstances shall any such discussions be deemed by sanofi-aventis to be a commitment by ImmunoGen with respect to any such Target.

2.3 **Non-Exclusive Research License; Option for Exclusive Research License**.

2.3.1 **Non-Exclusive Research License.** ImmunoGen hereby grants sanofi-aventis a non-exclusive, royalty-free license during the Research Term, without the right to grant sublicenses, under the Licensed Technology and Licensed Patent Rights with respect to any Target that is not an Optioned Target or a Licensed Target (including any Optioned Target that is the subject of an Expired Option and/or Terminated Option), to (a) conduct safety and other preclinical studies *in vitro* and toxicity studies *in vivo* in any non-human species with any Ab-MAY Product directed at such Target, (b) to manufacture Ab-MAY Product solely for use in such studies and (c) to manufacture and conjugate MAY Compounds that do not comprise an Ab-MAY Product solely for use as a control for any Ab-MAY Product that is directed at an Optioned Target. For purposes of clarity, sanofi-aventis shall have no right under the license described in this Section 2.3.1 to conduct *in vivo* efficacy studies of any Ab-MAY Product to any Target that is not an Optioned Target or Licensed Target.

2.3.2 **Exclusive Research License.** ImmunoGen hereby grants sanofi-aventis an exclusive, royalty-free license during the Research Term, without the right to grant sublicenses, with respect to any Optioned Target, to (a) conduct any and all preclinical studies (including without limitation *in vivo* efficacy studies) on any Ab-MAY Product directed at such Optioned Target; and (b) manufacture Ab-MAY Product solely for use in such studies.

2.3.3 **Use of Subcontractors; *bona fide* Collaborators.** Sanofi-aventis shall have the right to engage one or more Third Party subcontractors to perform designated functions, or participate in *bona fide* collaborations, related to the conduct of the activities described in Section 2.3.1 and 2.3.2, provided, that (i) sanofi-aventis shall remain responsible for the satisfactory accomplishment of such activities in accordance with the terms and conditions of this Agreement; and (ii) each such Third Party subcontractor or *bona fide* collaborator shall be bound to the same extent that sanofi-aventis is obligated to ImmunoGen under this Agreement.

2.3.4 **Research Records.** Sanofi-aventis shall maintain records of access to and use of the Licensed Technology and Licensed Patent Rights. Such records shall be made available to ImmunoGen upon reasonable request during business hours and provided that ImmunoGen shall make such request no more than once per Calendar Year.

2.3.5 **Research Term.** Subject to the payment of the Research Term Exercise Fee as provided in Section 3.2 below and to the extension as provided in Section 2.3.6 below, the research term shall commence on the Research Term Exercise Date and continue until August 31, 2011 (the "Research Term"), unless this Agreement is earlier terminated by either Party

pursuant to the provisions of Section 8. Unless otherwise provided in a License Agreement or otherwise set forth in this Agreement, upon termination or expiration of the Research Term, sanofi-aventis shall discontinue use of the Licensed Technology and Licensed Patent Rights and destroy all portions and copies of the Licensed Technology and Licensed Patent Rights, provided, however, that sanofi-aventis shall have the right to retain one (1) copy for its legal files.

2.3.6 **Extension of Research Term.** Sanofi-aventis may extend the Research Term for one additional three (3) year period (ending on August 31, 2014) by providing written notice and by paying ImmunoGen a non-refundable, non-creditable fee in the amount of [***] [***] dollars (US $[***]) by wire transfer of immediately available funds at any time prior to the expiration of the Research Term.

2.4 **Grant of Improvement License to ImmunoGen**. Sanofi-aventis hereby grants ImmunoGen a non-exclusive, worldwide, fully-paid, irrevocable, royalty-free license of perpetual duration, with the right to grant sublicenses as described below, under sanofi-aventis' interest in any Sanofi-aventis Improvements (a) to manufacture Preclinical Materials pursuant to the terms of this Agreement; (b) to develop, make, have made, use, sell, have sold, offer for sale, import, have imported, export and have exported any product that is not otherwise restricted by an agreement by and between sanofi-aventis and ImmunoGen; and (c) to otherwise exploit such Sanofi-aventis Improvements for all uses within the Field that are not otherwise restricted by an agreement by and between sanofi-aventis and ImmunoGen, provided, that, (i) any grant by ImmunoGen of a sublicense is only made in connection with the grant of a license to Technology and/or Patent Rights Controlled by ImmunoGen and used in the conjugation of MAY Compounds to binding proteins; and (ii) the right of ImmunoGen to grant any such sublicense is subject to sanofi-aventis obtaining a grant back of a non-exclusive, fully paid, irrevocable, royalty-free license, under that sublicensee's improvements, enhancements or modifications to Technology Controlled by ImmunoGen to conduct research in the Field and in the Territory in accordance with Sections 2.3.1 and/or 2.3.2 of this Agreement.

2.5 **Notice of Improvements.** Sanofi-aventis shall promptly notify ImmunoGen of the conception or reduction to practice of any such Sanofi-aventis Improvement. ImmunoGen shall promptly notify sanofi-aventis of (a) the conception or reduction to practice by ImmunoGen of any Improvement or (b) its receipt of written notice from any of its Third Party collaborators of its conception or reduction to practice of any Improvement.

2.6 **Manufacture of Research and/or Preclinical Materials**. Subject to this Section 2.6, Sanofi-aventis shall have the sole right, at its sole cost and discretion, for the manufacture of all materials (including without limitation any Ab-MAY Products and/or MAY Compounds) necessary for sanofi-aventis to practice the licenses granted to it under Sections 2.3.1 and/or 2.3.2. In the event that, during the Term, sanofi-aventis desires ImmunoGen to supply sanofi-aventis with quantities of Preclinical Materials, sanofi-aventis shall provide ImmunoGen with written notice of same. ImmunoGen shall manufacture all ordered amounts of Preclinical Materials at ImmunoGen's Cambridge, Massachusetts facility or its Norwood, Massachusetts facility and deliver such ordered amounts in accordance with forecasting parameters, advance ordering timeframes and delivery timeframes to be agreed upon by the Parties. Sanofi-aventis may [***], at its sole discretion, the [***] [***] [***] ImmunoGen will supply the requested

Preclinical Materials. In connection with any ordering of Preclinical Materials by sanofi-aventis, (a) ImmunoGen shall provide sanofi-aventis with ImmunoGen's good faith estimate of the Manufacturing Cost for manufacture and supply of such Preclinical Materials; (b) ImmunoGen's price to supply Preclinical Materials to sanofi-aventis manufactured at ImmunoGen's Cambridge, Massachusetts facility shall equal [***]% of ImmunoGen's Manufacturing Cost for such Preclinical Materials; and (c) ImmunoGen's price to supply Preclinical Materials manufactured at ImmunoGen's Norwood, Massachusetts facility shall equal [***]% of ImmunoGen's Manufacturing Cost for such Preclinical Materials; provided, that, nothing in this Section 2.6 shall preclude

sanofi-aventis from making its own arrangements for manufacture and supply of Preclinical Materials on its own or with Third Parties, subject to the licenses granted hereunder.

3. FINANCIAL TERMS

3.1 **Up-Front Fee**. In consideration of the rights granted to sanofi-aventis under this Agreement, sanofi-aventis agrees to pay ImmunoGen a non-refundable, non-creditable up-front fee in the amount of five hundred thousand dollars ($500,000), payable in immediately available funds within [***] ([***]) days of the Effective Date.

3.2 **Research Term Exercise Fee** In consideration of the rights granted to sanofi-aventis under this Agreement, sanofi-aventis agrees to pay ImmunoGen a non-refundable, non-creditable exercise fee in the amount of [***] [***] [***] [***] [***] dollars ($[***]) (the "Research Term Exercise Fee"), payable in immediately available funds within [***] ([***]) Business Days of the Research Term Exercise Date.

4. TREATMENT OF CONFIDENTIAL INFORMATION

4.1 **Confidentiality.**

4.1.1 **Confidentiality Obligations.** ImmunoGen and sanofi-aventis each recognizes that the other Party's Confidential Information constitutes highly valuable assets of such other Party. ImmunoGen and sanofi-aventis each agrees that, subject to Section 4.1.2, (a) during the Term and for an additional [***] ([***]) years thereafter it will not disclose, and will cause its Affiliates and Sublicensees not to disclose, any Confidential Information of the other Party and (b) during and after the Term, it will not use, and will cause its Affiliates not to use, any Confidential Information of the other Party, in either case, except as expressly permitted hereunder. Without limiting the generality of the foregoing, each Party shall take such action, and shall cause its Affiliates and sublicensees to take such action, to preserve the confidentiality of the other Party's Confidential Information as such Party would customarily take to preserve the confidentiality of its own Confidential Information and shall, in any event, use at least reasonable care to preserve the confidentiality of the other Party's Confidential Information.

4.1.2 **Limited Disclosure.** ImmunoGen and sanofi-aventis each agrees that disclosure of its Confidential Information may be made by the other Party to any employee, consultant or Affiliate of such other Party to enable such other Party to exercise its rights or to carry out its responsibilities under this Agreement, provided that any such disclosure or transfer shall only be made to Persons who are bound by written obligations as described in Section 4.1.3.

In addition, ImmunoGen and sanofi-aventis each agrees that the other Party may disclose its Confidential Information (a) on a need-to-know basis to such other Party's legal and financial advisors and (b) as reasonably necessary in connection with an actual or potential (i) permitted sublicense of such other Party's rights hereunder, (ii) debt or equity financing of such other Party or (iii) purchase by any Third Party of all of the capital stock or all or substantially all of the assets of such other Party or any merger or consolidation involving such other Party; if, in each case, the Person receiving such Confidential Information of the other Party agrees in writing to maintain the confidentiality of such Confidential Information of the other Party with terms at least as restrictive as those contained in Section 4.1.1. In addition, each Party agrees that the other Party may disclose such Party's Confidential Information (A) as reasonably necessary to file, prosecute or maintain patents or patent applications, or to file, prosecute or defend litigation related to patents or patent applications, in accordance with this Agreement; or (B) as required by Applicable Laws, provided that, in the case of any disclosure under this clause (B), the disclosing Party shall (1) if practicable, provide the other Party with reasonable advance notice of and an opportunity to comment on any such required disclosure, (2) if requested by the other Party, cooperate in all reasonable respects with the other Party's efforts to obtain confidential treatment or a protective order with respect to any such disclosure, at the other Party's expense and (3) use good faith efforts to incorporate the comments of such other Party in any such disclosure or request for confidential treatment or a protective order.

4.1.3 **Employees and Consultants.** ImmunoGen and sanofi-aventis each hereby represents that all of its employees and consultants, and all of the employees and consultants of its Affiliates, who participate in the activities contemplated by this Agreement or have access to Confidential Information of the other Party are or will, prior to their participation or access, be bound by written obligations to maintain such Confidential Information in confidence and not to use such information except as expressly permitted hereunder. Each Party agrees to use, and to cause its Affiliates to use, reasonable efforts to enforce such obligations.

4.2 **Publicity.** The Parties acknowledge that the terms of this Agreement constitute Confidential Information of each Party and may not be disclosed except as permitted by Section 4.1.2. Notwithstanding anything to the contrary in Section 4.1, the Parties, upon the execution of this Agreement, shall mutually agree to a press release with respect to this Agreement and either Party may make subsequent public disclosure of the contents of such press release without further approval of the other Party. After issuance of such press release, except as required by Applicable Laws, neither Party shall issue a press or news release or make any similar public announcement (other than publication in scientific journals, in advertising materials and brochures, or presentation at scientific conferences and meetings and the like that are intended to be covered by, and are issued in compliance with, Section 4.3) related to events arising under this Agreement without the prior written consent of the other Party, provided that notwithstanding the foregoing, ImmunoGen shall be expressly permitted to publicly announce the exercise of an Option under Section 2.1.3, provided, however, that the text of such announcement shall be mutually agreed to by the Parties.

4.3 **Publications and Presentations.** The Parties acknowledge that scientific publications and presentations must be strictly monitored to prevent any adverse effect from premature publication or dissemination of results of the activities hereunder. Each Party agrees that, except as required by Applicable Laws, it shall not publish or present, or permit to be

published or presented, the results of the research conducted by sanofi-aventis under or pursuant to this Agreement to the extent such results refer to or otherwise relate to the Licensed Technology or Licensed Patent Rights (the "Covered Results") without the prior review by and approval of the other Party. Each Party shall provide to the other Party the opportunity to review each of the submitting Party's proposed abstracts, manuscripts or presentations (including, without limitation, information to be presented verbally) that relate to the Covered Results at least [***] ([***]) days prior to its intended presentation or submission for publication, and such submitting Party agrees, upon written request from the other Party given within such [***]-[***] period, not to submit such abstract or manuscript for publication or to make such presentation until the other Party is given up to [***] ([***]) days from the date of such written request to seek appropriate patent protection for any Covered Rights in such publication or presentation that it reasonably believes may be patentable. Once such abstracts, manuscripts or presentations have been reviewed and approved by each Party, the same abstracts, manuscripts or presentations do not have to be provided again to the other Party for review for a later submission for publication. Each Party also shall have the right to require that any of its Confidential Information that is disclosed in any such proposed publication or presentation be deleted prior to such publication or presentation. In any permitted publication or presentation by a Party, the other Party's contribution shall be duly recognized, and co-authorship shall be determined in accordance with customary industry standards.

5. INTELLECTUAL PROPERTY RIGHTS

Except as otherwise expressly provided herein, all inventions and discoveries governed by this Agreement shall be owned based on inventorship, as inventorship is determined in accordance with United States patent law. Notwithstanding anything to the contrary in this Agreement, Sanofi-aventis Improvements shall be solely owned by sanofi-aventis, and Licensed Technology and Licensed Patent Rights shall be solely owned by ImmunoGen.

6. PROVISIONS CONCERNING THE FILING, PROSECUTION AND MAINTENANCE OF PATENT RIGHTS

6.1 **Applicability**. The provisions of this Section 6 shall be applicable to all patents covering Licensed Technology and Licensed Patent Rights unless and until they become subject to a License Agreement, whereupon the License Agreement will govern the rights of the Parties with respect to the subject matter thereof.

6.2 **Patent Filing**.

6.2.1 **Licensed Technology.** ImmunoGen, acting through patent counsel or agents of its choice, shall be responsible, at its sole cost and expense, for the preparation, filing, prosecution and maintenance of all Licensed Patent Rights. All costs and expenses incurred by ImmunoGen in connection with the preparation, filing, prosecution and maintenance of Licensed Patent Rights shall be the sole responsibility of ImmunoGen. At ImmunoGen's request, sanofi-aventis shall cooperate with ImmunoGen in all reasonable respects in connection with such preparation, filing, prosecution and maintenance of Licensed Patent Rights.

6.2.2 **Sanofi-aventis Improvements.** Sanofi-aventis, acting through patent counsel or agents of its choice, shall be responsible, at its sole cost and expense, for the preparation, filing, prosecution and maintenance of patent applications and patents constituting Patent Rights claiming Sanofi-aventis Improvements. Sanofi-aventis (i) will provide ImmunoGen with a copy of any such proposed patent application for review and comment reasonably in advance of filing, and (ii) will keep ImmunoGen reasonably informed of the status of such filing, prosecution and maintenance, including, without limitation, (A) by providing ImmunoGen with copies of all communications received from or filed in patent office(s) with respect to such filing, and (B) by providing ImmunoGen a reasonable time prior to taking or failing to take any action that would affect the scope or validity of any such filing (including the substantially narrowing, cancellation or abandonment of any claim(s) without retaining the right to pursue such subject matter in a separate application, or the failure to file or perfect the filing of any claim(s) in any country), with prior written notice of such proposed action or inaction so that ImmunoGen has a reasonable opportunity to review and comment. If sanofi-aventis fails to undertake the filing(s) of any such patent application with respect to any such invention within [***] ([***]) days after receipt of written notice from ImmunoGen that ImmunoGen believes filing(s) of such an application by sanofi-aventis is appropriate, ImmunoGen may undertake such filing(s) at its own expense, in which case sanofi-aventis will assign all of its rights to such Improvements to ImmunoGen and any subsequently issued patent thereon will be owned solely by ImmunoGen.

6.2.3 **Cooperation.** Each Party agrees to cooperate reasonably with the other Party in the preparation, filing, and prosecution of any patent applications pursuant to this Section 6.2. Such cooperation includes, but is not limited to, executing all papers and instruments, or requiring its employees or agents to execute such papers and instruments, so as to effectuate the ownership of such patent applications and any patents thereon and to enable the filing and prosecution of applications in any country.

6.3 **Infringement**.

6.3.1 **Sanofi-aventis Improvements.** Sanofi-aventis shall have all rights, at its own expense, to bring suit (or other appropriate legal action) against any actual or suspected infringement of Patent Rights claiming Sanofi-aventis Improvements.

6.3.2 **ImmunoGen Technology.** ImmunoGen shall have all rights, at its own expense, to bring suit (or other appropriate legal action) against any actual or suspected infringement of the Licensed Patent Rights.

6.4 **Cooperation**. Each Party shall give notice to the other Party of any potential infringement or actual infringement by a Third Party of any Patents Rights covering Licensed Technology and shall execute all papers and perform such other acts (other than monetary) as may be reasonably required to maintain any infringement suit brought in accordance with Section 6.3 above (including giving legal consent for bringing such suit, and agreeing to be named as a plaintiff or otherwise joined in such suit), and at its option and expense, may be represented in such suit by counsel of its choice. In addition, the Parties shall reasonably cooperate with each other in obtaining patent term restoration or supplemental protection

certificates or their equivalents in any country in the Territory where applicable to Licensed Patent Rights.

6.5 **No Obligation**. No Party shall have any obligation to the other Party under this Agreement to pay any fees or costs: (i) for that Party's bringing a lawsuit or other action to enforce any Licensed Patent Rights, or any other patent owned by a Party against an actual or suspected infringement or (ii) for any other Party to obtain for its own benefit independent business or legal advice concerning any of the patent rights set forth in clause (i) hereof.

7. TERM AND TERMINATION

7.1 **Term**. Unless earlier terminated as provided in this Section 7, the term of this Agreement shall expire upon the later of the expiration of the Research Term or the last to expire of the Option Periods (the "Term").

7.2 **Termination**. This Agreement and the rights and options granted herein may be terminated by either Party upon any material breach by the other Party of any material obligation or condition, effective [***] ([***]) days after giving written notice to the breaching Party of such termination in the case of a payment breach and [***] ([***]) days after giving written notice to the breaching Party of such termination in the case of any other breach, which notice shall describe such breach in reasonable detail. The foregoing notwithstanding, if such default or breach is cured or shown to be non-existent within the aforesaid [***] ([***]) or [***] ([***]) day period, the notice shall be automatically withdrawn and of no effect. However, prior to giving any notice for breach, the Parties shall first attempt to resolve any disputes as to the existence of any breach as set forth in Section 8.14. Additionally, until such time as sanofi-aventis has exercised the Research Term Option, sanofi-aventis shall have the further right to terminate this Agreement upon providing not less than [***] ([***]) days' written notice to ImmunoGen of such termination.

7.3 **Remedies**. If either Party shall fail to perform or observe or otherwise breaches any of its material obligations under this Agreement, in addition to any right to terminate this Agreement, the non-defaulting Party may elect to obtain other relief and remedies available under law.

7.4 **Surviving Provisions**. Notwithstanding any provision herein to the contrary, the rights and obligations set forth in Sections 2.3.6, 4, 5, 6.2, 7.4, 8.4, 8.5, 8.6, 8.16 and 8.17 hereof shall survive the expiration of the Term or the termination of this Agreement. All other rights and licenses of the Parties set forth in this Agreement shall terminate.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 **Mutual Representations and Warranties.** ImmunoGen and sanofi-aventis each represents and warrants to the other, as of the Effective Date, as follows:

8.1.1 **Organization**. It is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and has all requisite power and authority, corporate or otherwise, to execute, deliver and perform this Agreement.

8.1.2 **Authorization**. The execution and delivery of this Agreement and the performance by it of the transactionscontemplated hereby have been duly authorized by all necessary corporate action and will not violate (a) such Party's certificate of incorporation or bylaws, (b) any agreement, instrument or contractual obligation to which such Party is bound in any material respect, (c) any requirement of any Applicable Law, or (d) any order, writ, judgment, injunction, decree, determination or award of any court or governmental agency presently in effect applicable to such Party.

8.1.3 **Binding Agreement.** This Agreement is a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms and conditions.

8.1.4 **No Inconsistent Obligation.** It is not under any obligation, contractual or otherwise, to any Person that conflicts with or is inconsistent in any respect with the terms of this Agreement or that would impede the diligent and complete fulfillment of its obligations hereunder.

8.2 **Additional Representations of ImmunoGen.** ImmunoGen further represents and warrants to sanofi-aventis, as of the Effective Date, as follows:

8.2.1 **Licensed Patent Rights.** All Licensed Patent Rights existing as of the Effective Date are existing and, to ImmunoGen's knowledge, no such Licensed Patent Rights are invalid or unenforceable.

8.2.2 **Claims or Judgments.** There are no claims, judgment or settlements against ImmunoGen pending, or to ImmunoGen's knowledge, threatened, that invalidate or seek to invalidate the Licensed Patent Rights existing as of the Effective Date.

8.2.3 **Right to Technology.** ImmunoGen has the right to (a) use the Licensed Technology and Licensed Patent Rights existing as of the Effective Date as is necessary to fulfill its obligations under this Agreement; and (b) grant the licenses under the Licensed Patent Rights granted pursuant to this Agreement.

8.2.4 **No Infringement.** To ImmunoGen's knowledge, no Third Party is infringing, or threatening to infringe, the Licensed Patent Rights.

8.2.5 **No Litigation.** To ImmunoGen's knowledge, there is no pending or threatened litigation that alleges that ImmunoGen's proposed activities under this Agreement would infringe or misappropriate any intellectual property rights of any Third Party.

8.3 **Covenant.** ImmunoGen agrees to use commercially reasonable efforts to maintain the right, to (a) use the Licensed Technology and Licensed Patent Rights existing as of the Effective Date as is necessary to fulfill its obligations under this Agreement; and (b) grant the licenses under the Licensed Patent Rights granted pursuant to this Agreement.

9. INDEMNIFICATION

9.1 **Indemnification of sanofi-aventis by ImmunoGen**. ImmunoGen shall indemnify, defend and hold harmless sanofi-aventis, its Affiliates, their respective directors,

officers, employees and agents, and their respective successors, heirs and assigns (collectively, the "sanofi-aventis Indemnitees"), against all liabilities, damages, losses and expenses (including, without limitation, reasonable attorneys' fees and expenses of litigation) (collectively, "Losses") incurred by or imposed upon the sanofi-aventis Indemnitees, or any one of them, as a direct result of claims, suits, actions, demands or judgments of Third Parties, including without limitation personal injury and product liability claims and claims of suppliers and ImmunoGen employees (collectively, "Claims"), arising out of the material breach by ImmunoGen of this Agreement, except with respect to any Claim or Losses that result from a material breach of this Agreement by, or the gross negligence or willful misconduct of, sanofi-aventis, provided that, with respect to any Claim for which ImmunoGen has an obligation to any sanofi-aventis Indemnitee pursuant to this Section 9.1 and sanofi-aventis has an obligation to any ImmunoGen Indemnitee pursuant to Section 9.2, each Party shall indemnify each of the other Party's Indemnitees for its Losses to the extent of its responsibility, relative to the other Party, for the facts underlying the Claim.

9.2 **Indemnification of ImmunoGen by sanofi-aventis**. Sanofi-aventis shall indemnify, defend and hold harmless ImmunoGen, its Affiliates, their respective directors, officers, employees and agents, and their respective successors, heirs and assigns (the "ImmunoGen Indemnitees"), against any Losses incurred by or imposed upon the ImmunoGen Indemnitees, or any one of them, as a direct result of Claims arising out of (a) the material breach by sanofi-aventis of this Agreement; (b) the development or commercialization (including, without limitation, the production, manufacture, promotion, import, sale or use by any Person) of any MAY Compound or Ab-MAY Product by sanofi-aventis or any of its Affiliates, Sublicensees, distributors or agents, except with respect to any Claim or Losses that result from a breach of this Agreement by, or the gross negligence or willful misconduct of, ImmunoGen, provided that with respect to any Claim for which ImmunoGen has an obligation to any sanofi-aventis Indemnitee pursuant to Section 9.1 and sanofi-aventis has an obligation to any ImmunoGen Indemnitee pursuant to this Section 9.2, each Party shall indemnify each of the other Party's Indemnitees for its Losses to the extent of its responsibility, relative to the other Party, for the facts underlying the Claim.

9.3 **Conditions to Indemnification**. A Person seeking recovery under Sections 9.1 or 9.2(the "Indemnified Party") in respect of a Claim shall give prompt notice of such Claim to the Party from which recovery is sought (the "Indemnifying Party") and, provided that the Indemnifying Party is not contesting its obligation under Sections 9.1 or 9.2, shall permit the Indemnifying Party to control any litigation relating to such Claim and the disposition of such Claim, provided that the Indemnifying Party shall (a) act reasonably and in good faith with respect to all matters relating to the settlement or disposition of such Claim as the settlement or disposition relates to such Indemnified Party and (b) not settle or otherwise resolve such claim without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed). Each Indemnified Party shall cooperate with the Indemnifying Party in its defense of any such Claim in all reasonable respectsand shall have the right to be present in person or through counsel at all legal proceedings with respect to such Claim.

9.4 **Warranty Disclaimer**. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY WITH RESPECT

TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT AND EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

9.5 **Limited Liability**. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES FOR (I) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST REVENUES, OR (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, WHETHER UNDER ANY CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY.

10. MISCELLANEOUS

10.1 **Notices**. Any notices, requests, deliveries, approvals or consents required or permitted to be given under this Agreement to sanofi-aventis or ImmunoGen shall be in writing and shall be effective on receipt when delivered to the applicable address specified below (or to such other address as may be specified in writing to the other Party hereto):

If to ImmunoGen: ImmunoGen, Inc.
128 Sidney Street
Cambridge, MA 02139
Attn: Chief Executive Officer

With a copy to: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111
Attn: [***] [***] [***], Esq
Telecopy: 617-542-2241

If to sanofi-aventis: sanofi-aventis U.S. Inc.
1041 Rt.202-206
Bridgewater, NJ 08807
Attn: Head, US Alliance & Partnerships

With a copy to:

Attn: Head, US R&D Legal

Except as otherwise expressly provided in this Agreement or mutually agreed in writing, any notice, communication or document (excluding payment) required to be given or made shall be deemed given or made and effective upon actual receipt or, if earlier, (a) three (3) business days after deposit with an internationally-recognized overnight express courier with changes prepaid, or (b) five (5) business days after mailed by certified, registered or regular mail, postage prepaid, in each case addressed to a Parties at its address stated above or to such other address as such Party may designate by written notice given in accordance with this Section 10.1.

10.2 **Governing Law**. This Agreement will be construed, interpreted and applied in accordance with the laws of the State of Delaware (excluding its body of law controlling conflicts of law).

10.3 **Limitations**. Except as set forth elsewhere in this Agreement, neither Party grants to the other Party any right or license to any of its intellectual property.

10.4 **Entire Agreement**. This is the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior representations, understandings and agreements between the Parties with respect to the subject matter hereof, including without limitation the Option Agreement. No modification shall be effective unless in writing with specific reference to this Agreement and signed by the Parties.

10.5 **Waiver**. The terms or conditions of this Agreement may be waived only by a written instrument executed by the Party waiving compliance. The failure of either Party at any time or times to require performance of any provision hereof shall in no manner affect its rights at a later time to enforce the same. No waiver by either Party of any condition or term shall be deemed as a continuing waiver of such condition or term or of another condition or term.

10.6 **Headings**. Section and subsection headings are inserted for convenience of reference only and do not form part of this Agreement.

10.7 **Assignment**. Neither this Agreement nor any obligation of a Party hereunder may be assigned by either Party without the consent of the other which shall not be unreasonably withheld, except that each Party may assign this Agreement and the rights, obligations and interests of such Party, in whole or in part, to any of its Affiliates, and to any Third Party purchaser of all of the capital stock of such Party or all or substantially all of its assets in the line of business to which this Agreement pertains or to any successor corporation resulting from any merger or consolidation of such Party with or into such corporation.

10.8 **Force Majeure**. Neither Party shall be liable for failure of or delay in performing obligations set forth in this Agreement, and neither shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes beyond the reasonable control of such Party. In the event of such force majeure, the Party affected thereby shall use reasonable efforts to cure or overcome the same and resume performance of its obligations hereunder.

10.9 **Construction**. The Parties hereto acknowledge and agree that each Party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision.

10.10 **Severability**. If any provision(s) of this Agreement are or become invalid, are ruled illegal by any court of competent jurisdiction or are deemed unenforceable under then current applicable law from time to time in effect during the Term hereof, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby provided that a Party's rights under this Agreement are not materially affected. The Parties hereto covenant and agree to renegotiate any such term, covenant or application thereof in good faith in order to provide a reasonably acceptable alternative to the term, covenant or condition of this Agreement

or the application thereof that is invalid, illegal or unenforceable, it being the intent of the Parties that the basic purposes of this Agreement are to be effectuated.

10.11 **Status**. Nothing in this Agreement is intended or shall be deemed to constitute a partner, agency, employer-employee, or joint venture relationship between the Parties.

10.12 **Section 365(n)**. All licenses granted under this Agreement are deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of right to "intellectual property" as defined in Section 101 of such Code. The Parties agree that the licensee may fully exercise all of its rights and elections under the U.S. Bankruptcy Code, regardless of whether either Party files for bankruptcy in the United States or other jurisdiction. The Parties further agree that, in the event a licensee elects to retain its rights as a licensee under such Code, the licensee shall be entitled to complete access to any technology licensed to it hereunder and all embodiments of such technology. Such embodiments of the technology shall be delivered to the licensee not later than (a) the commencement of bankruptcy proceedings against the licensor, upon written request, unless the licensor elects to perform its obligations under the Agreement, or (b) if not delivered under Section 10.12(a) above, upon the rejection of this Agreement by or on behalf of the licensor, upon written request.

10.13 **Further Assurances**. Each Party agrees to execute, acknowledge and deliver such further instructions, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

10.14 **Counterparts**. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative in two (2) originals.

IMMUNOGEN, INC.

By: _____
Name: _____
Title: _____

SANOFI-AVENTIS U.S. LLC

By: _____
Name: _____
Title: _____

SANOFI-AVENTIS U.S. LLC

By: _____
Name: _____
Title: _____

APPENDIX A

FORM OF EXCLUSIVE LICENSE AGREEMENT

This EXCLUSIVE LICENSE AGREEMENT (this "Agreement") is entered into as of , , by and between ImmunoGen, Inc., a Massachusetts corporation having a principal place of business at 128 Sidney Street, Cambridge, Massachusetts 02139 ("ImmunoGen"), and sanofi-aventis U.S. LLC, a limited liability company organized and existing under the laws of Delaware with offices at 1041 Rt.202-206, Bridgewater, NJ 08807 ("sanofi-aventis"). Each of sanofi-aventis and ImmunoGen is sometimes referred to individually herein as a "Party" and collectively as the "Parties."

WHEREAS, the Parties executed an Option and License Agreement (as hereinafter defined) pursuant to which ImmunoGen granted sanofi-aventis certain options to license certain Technology Controlled by ImmunoGen; and

WHEREAS, ImmunoGen has entered into agreements based on the so-called "Revolving-Door" structure with a number of Third Parties whereby such Third Parties are obligated to grant back to ImmunoGen the right to such Third Parties' improvements to Technology and Patent Rights, and pursuant to which ImmunoGen has the right to grant access to such Third Party Improvements to sanofi-aventis; and

WHEREAS, sanofi-aventis exercised an Option (as hereinafter defined) pursuant to the Option and License Agreement, pursuant to which the Parties have agreed to enter into this Agreement in accordance with the terms thereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

Whenever used in this Agreement with an initial capital letter, the terms defined in this Section 1 shall have the meanings specified.

1.1 **"Ab-MAY Product"** means any product containing a conjugate of a Sanofi-aventis Antibody with a MAY Compound.

1.2 **"Affiliate"** means, with respect to any Party, any Person that, directly or through one or more Affiliates, controls, or is controlled by, or is under common control with, such Party. For purposes of this definition, "control" means (a) ownership of more than fifty percent (50%) of the shares of stock entitled to vote for the election of directors in the case of a corporation, or more than fifty percent (50%) of the equity interests in the case of any other type of legal entity, (b) status as a general partner in any partnership, or (c) any other arrangement whereby a Person controls or has the right to control the board of directors of a corporation or equivalent governing body of an entity other than a corporation.

1.3 **"Annual Net Sales"** means the aggregate Net Sales during a particular Calendar Year.

1.4 **"Antibody"** means a polyclonal or monoclonal antibody, whether multiple or single chain, recombinant or naturally occurring, whole or fragment, and any variants, derivatives or constructs thereof, including but not limited to, antigen binding portions including Fab, Fab', F(ab')2, Fv, dAb and CDR fragments, single chain antibodies (scFv), chimeric antibodies, diabodies and polypeptides (including any humanized versions thereof) that contain at least a portion of an immunoglobulin that is sufficient to confer specific antigen binding to the polypeptide.

1.5 **"Antibody-MAY Compound Conjugate"** means any compound containing a conjugate of an Antibody with a MAY Compound.

1.6 **"Applicable Laws"** means Federal, state, local, national and supra-national laws, statutes, rules and regulations, including any rules, regulations, guidance, guidelines or requirements of Regulatory Authorities, national securities exchanges or securities listing organizations, that may be in effect from time to time during the Term and applicable to a particular activity hereunder.

1.7 **"Business Day"** means a day on which banking institutions in New York, New York are open for business.

1.8 **"Calendar Quarter"** means the period beginning on the Effective Date and ending on the last day of the calendar quarter in which the Effective Date falls, and thereafter each successive period of three (3) consecutive calendar months ending on March 31, June 30, September 30 or December 31.

1.9 **"Calendar Year"** means each successive period of twelve (12) months commencing on January 1 and ending on December 31.

1.10 **"Clinical Materials**" means any supplies of MAY Compound or Licensed Product manufactured by ImmunoGen in accordance with all Applicable Laws (including GMP) and applicable Specifications for use in human clinical testing up to and including non-pivotal Phase IIB Studies.

1.11 **"Collaboration Agreement"** means that certain Collaboration and License Agreement dated as of July 30, 2003, as amended, by and between ImmunoGen and Aventis Pharmaceuticals, Inc., the predecessor in interest to sanofi-aventis.

1.12 **"Commercialization"** or **"Commercialize"** means any and all activities directed to the commercialization of a Licensed Product, including pre-launch and launch activities, marketing, manufacturing for commercial sale, promoting, detailing, distributing, offering to sell and selling a Licensed Product, importing a Licensed Product for sale, conducting additional human clinical trials and interacting with Regulatory Authorities regarding the foregoing. When used as a verb, "Commercializing" means to engage in Commercialization and "Commercialized" has a corresponding meaning.

1.13 **"Commercially Reasonable Efforts**" means, with respect to sanofi-aventis, the efforts at least equal to those customarily used by sanofi-aventis with respect to a product or potential product of similar nature at a similar stage in its development or product life and of

similar market potential, in view of conditions prevailing at the time, and evaluated taking into account all relevant factors, including without limitation, the mechanism of action, efficacy, safety, the anticipated regulatory authority approved labeling, the competitiveness of alternative products that are in the marketplace or under development, the patent and other proprietary position of the product, the likelihood of Regulatory Approval, the profitability of the product and other technical, scientific, legal, medical, marketing and competitive factors.

1.14 **"Commercialization Regulatory Approval"** means, with respect to any Licensed Product, the granting of approval by a Regulatory Authority of (a) an NDA in the United States, or (b) the equivalent of an NDA required by Applicable Laws in any country or region in the Territory outside of the United States to sell such Licensed Product for use in the Field in such country or region.

1.15 **"Comparable Product"** means a product, other than any product being marketed and/or sold as of the Effective Date, that (a) incorporates or is comprised of an Antibody-drug conjugate, (b) is directed against the same Target as a Licensed Product and (c) is marketed and sold by a Third Party for use in the Field.

1.16 **"Confidential Information"** means (a) with respect to ImmunoGen, all tangible embodiments of Licensed Technology and Licensed Patent; (b) with respect to sanofi-aventis, all information and Technology related to the sanofi-aventis Antibody and otherwise included in any Regulatory Filings made, and Regulatory Approvals received, by sanofi-aventis with respect to Licensed Products; and (c) with respect to each Party, all information and Technology disclosed or provided by or on behalf of such Party (the "disclosing Party") to the other Party (the "receiving Party") or to any of the receiving Party's employees, consultants, Affiliates or sublicensees, provided, that, none of the foregoing shall be Confidential Information if: (i) as of the date of disclosure, it is known to the receiving Party or its Affiliates as demonstrated by credible contemporaneous written documentation, other than by virtue of a prior confidential disclosure to such receiving Party; (ii) as of the date of disclosure it is in the public domain, or it subsequently enters the public domain through no fault of the receiving Party; (iii) it is obtained by the receiving Party from a Third Party having a lawful right to make such disclosure free from any obligation of confidentiality to the disclosing Party; or (iv) it is independently developed by or for the receiving Party without reference to or use of any Confidential Information of the disclosing Party as demonstrated by credible contemporaneous written documentation. For purposes of clarity, the terms of this Agreement shall constitute Confidential Information of each Party.

1.17 **"Control"** or **"Controlled"** means with respect to Technology or Patent Rights, the possession by a Party of the right to grant a license or sublicense to such Technology or Patent Rights as provided herein without the payment of additional consideration to, and without violating the terms of any agreement or arrangement with, any Third Party.

1.18 **"Derived"** means obtained, developed, created, synthesized, designed, derived or resulting or generated from, based upon, or otherwise containing (whether directly or indirectly, or in whole or in part).

1.19 **"Designated Senior Officer"** means, with respect to a Party, the senior officer of such Party or its Affiliate designated by such Party to have final decision making authority over Disputed Matters.

1.20 **"Development"** or **"Develop"** means, with respect to each Licensed Product, all non-clinical and clinical activities required to obtain Regulatory Approval of such Licensed Product. For purposes of clarity, these activities include, without limitation, test method development and stability testing, regulatory toxicology studies, formulation, process development, manufacturing, manufacturing scale-up, development-stage manufacturing, quality assurance/quality control development, statistical analysis and report writing, clinical trial design and operations, preparing and filing Drug Approval Applications, and all regulatory affairs related to the foregoing. When used as a verb, "Developing" means to engage in Development and "Developed" has a corresponding meaning.

1.21 **"Drug Approval Application"** means, with respect to a Licensed Product in a particular country or region, an application for Commercialization Regulatory Approval for such Licensed Product in such country or region, including without limitation: (a) an NDA or sNDA; (b) a counterpart of an NDA or sNDA, including any MAA, in any country or region in the Territory; and (c) all supplements and amendments to any of the foregoing.

1.22 **"Effective Date"** means the date first set forth above in the introductory paragraph to this Agreement.

1.23 "**FDA**" means the United States Food and Drug Administration or any successor agency or authority thereto.

1.24 **"FDCA"** means the United States Federal Food, Drug, and Cosmetic Act, as amended.

1.25 **"Field"** means all human therapeutic, prophylactic and diagnostic uses.

1.26 **"First Commercial Sale"** means, with respect to a Licensed Product in any country in the Territory, the first sale, transfer or disposition for value or for end use or consumption of such Licensed Product in such country, provided, that, any sale to an Affiliate or Sublicensee will not constitute a First Commercial Sale unless the Affiliate or Sublicensee is the last entity in the distribution chain of the Licensed Product.

1.27 **"Force Majeure Event"** means any occurrence beyond the reasonable control of a Party that (a) prevents or substantially interferes with the performance by such Party of any of its obligations hereunder and (b) occurs by reason of any act of God, flood, fire, explosion, earthquake, strike, lockout, labor dispute, casualty or accident, or war, revolution, civil commotion, act of terrorism, blockage or embargo, or any injunction, law, order, proclamation, regulation, ordinance, demand or requirement of any government or of any subdivision, authority or representative of any such government.

1.28 "**Generic Product**" means a pharmaceutical product that (a) contains the same active ingredient as a Licensed Product; (b) is bioequivalent to such Licensed Product; and (c) is directed against the same Target as a Licensed Product.

1.29 "**GLP**" means the then current Good Laboratory Practice Standards promulgated or endorsed by the FDA or in the case of foreign jurisdictions, comparable regulatory standards promulgated or endorsed by the applicable Regulatory Authority, including those procedures expressed or implied in the Regulatory Filings.

1.30 "**GMP**" means all good manufacturing practices under Title 21 of the United States Code of Federal Regulations, as amended from time to time.

1.31 **"Hatch-Waxman Act"** means the Drug Price Competition and Patent Term Restoration Act of 1984, as amended.

1.32 **"Improvement"** means any enhancement, improvement or modification to the Licensed Technology or the Licensed Patent Rights.

1.33 **"IND"** means: (a) an Investigational New Drug Application (as defined in the FDCA and regulations promulgated thereunder) or any successor application or procedure required to initiate clinical testing of a Licensed Product in humans in the United States; (b) a counterpart of an Investigational New Drug Application that is required in any other country or region in the Territory before beginning clinical testing of a Licensed Product in humans in such country or region; and (c) all supplements and amendments to any of the foregoing.

1.34 **"Initiation"** means, with respect to any clinical trial, the first date that a human subject is dosed in such clinical trial.

1.35 **"Licensed Patent Rights"** means any of the patents and patent applications described in Schedule 1 attached hereto, and any divisionals, continuations, continuations-in-part (to the extent that any continuations-in-part are entitled to the priority date of an initial patent or patent application which is the subject of this Agreement), reissues, reexaminations, confirmations, revalidations, registrations, patents of addition, renewals, extensions or substitutes thereof, or any patents issuing therefrom or any supplementary protection certificates related thereto, including any Improvement related thereto that is conceived or reduced to practice by ImmunoGen or its Third Party collaborators, that are Controlled by ImmunoGen and that include one or more claims that cover Licensed Technology.

1.36 **"Licensed Product**" means any product directed against the Licensed Target (a) that is comprised of, incorporates or is Derived from an Ab-MAY Product, or (b) the manufacture, use or sale of which would, absent the license granted to sanofi-aventis hereunder, infringe any Valid Claim included in the Licensed Patent Rights.

1.37 "**Licensed Target**" means the Target set forth on Exhibit A attached hereto and incorporated herein by reference.

1.38 **"Licensed Technology"** means any Technology Controlled by ImmunoGen as of the Effective Dateorthat is Controlled by ImmunoGen at any time during the Term including, without limitation, any Improvement related thereto that is conceived or reduced to practice by ImmunoGen or its Third Party collaborators and that is, in any case, necessary or useful for sanofi-aventis to exercise the licenses granted to it pursuant to Section 2.1.1.

1.39 **"MAA"** means any application filed with the relevant Regulatory Authority seeking Regulatory Approval to market and sell a Licensed Product outside the United States for a particular indication in the Field.

1.40 **"Manufacturing Cost"** means, with respect to any Preclinical Materials or Clinical Materials manufactured by ImmunoGen, ImmunoGen's fully-burdened costs (including the costs associated with product testing and release activities) of producing and packaging such Preclinical Materials or Clinical Materials, including the sum of the following components: (a) direct costs, including (1) materials directly used in producing and packaging such Preclinical Materials or Clinical Materials and (2) with respect to any Preclinical Materials or Clinical Materials obtained by ImmunoGen from a Third Party and supplied to sanofi-aventis without modification, the amount paid by ImmunoGen to such Third Party for the same; (b) manufacturing overhead costs attributable to the cost of goods under the foregoing clause (a) (1), including manufacturing and quality labor and manufacturing and quality supervisory services, operating and administrative costs of the manufacturing and quality departments and occupancy costs which are allocable to company departments based on space occupied or headcount or another reasonable activity-based method; for the purpose of clarity, any cost allocation shall be (i) in any case, applied in accordance with GAAP, and (ii) applied consistently by ImmunoGen in relation to all other Third Parties for which ImmunoGen manufactures comparable materials; (c) any other reasonable and customary out-of-pocket costs borne by ImmunoGen for the testing, transport, customs clearance, duty, insurance and/or storage of such Preclinical Materials or Clinical Materials; and (d) ImmunoGen's general and administrative costs, including purchasing, human resources, payroll, information system and accounting, which are directly attributable or reasonably allocable to company departments based on space occupied or headcount.

1.41 **"MAY Compound"** means any and all maytansinoid compounds (including, without limitation, maytansinol, ansamitocins DM1 and DM4), whether produced by a botanical source, natural fermentation, chemical synthesis or otherwise, and shall include, without limitation, all variants, fragments or derivatives of any of the foregoing, in each case controlled by ImmunoGen.

1.42 **"NDA"** means a New Drug Application, as defined in the FDCA and regulations promulgated thereunder, or any successor application or procedure required to sell a Licensed Product in the United States for a particular indication in the Field.

1.43 **"Net Sales"** means the gross amount invoiced by sanofi-aventis or its Affiliates or Sublicensees to Third Parties in each country in the Territory for sales of each Licensed Product in such country during the period in which royalties are payable hereunder with respect to sales of such Licensed Product in such country, less the following deductions from such gross amounts absorbed or accrued with respect to such gross amounts: (a) trade, cash and/or quantity discounts allowed and taken directly with respect to such sales, or reflected in the invoiced amount; (b) excise, sales and other consumption taxes (including VAT on the sale of Licensed Products and excluding taxes based on income) and custom duties imposed upon and paid directly by sanofi-aventis with respect to the Licensed Products, to the extent included in the invoice price; (c) freight, insurance and other transportation charges, to the extent included in the invoice price; (d) amounts repaid or credited by reason of returns, rejections, defects or recalls, chargebacks, retroactive price reductions, refunds and billing errors; and (e) compulsory

payments and rebates directly related to the sale of Licensed Products, accrued, paid or deducted, pursuant to agreements (including, but not limited to, managed care agreements) or governmental regulations.

Use of Licensed Products for promotional or sampling purposes and for use in clinical trials contemplated under this Agreement shall not be considered in determining Net Sales. In the case of any sale of a Licensed Products between or among sanofi-aventis and its Affiliates or Sublicensees for resale, Net Sales shall be calculated as above only on the first arm's length sale thereafter to a Third Party.

In the event a Licensed Product is sold as a component of a combination or bundled product that consists of a Licensed Product together with another therapeutically active product for the same indication (a "Combination Product"), the Net Sales from the Combination Product, for the purposes of determining royalty payments, shall be determined by multiplying the Net Sales of the Combination Product (as defined in the standard Net Sales definition above), during the applicable royalty reporting period, by the fraction, A/A+B, where A is the average per unit sale price of the Licensed Product when sold separately in finished form in the country in which the Combination Product is sold during the same royalty reporting period in similar volumes and of the same class, purity and potency and B is the average per unit sale price of the other product(s) included in the Combination Product when sold separately in finished form in the country during the same royalty reporting period in similar volumes and of the same class, purity and potency in which the Combination Product is sold, in each case during the applicable royalty reporting period or, if sales of the Licensed Product alone did not occur in such period, then in the most recent royalty reporting period in which arms length fair market sales of such Licensed Product occurred. In the event that such average sale price cannot be determined for the Licensed Product, on the one hand, and all other product(s) included in the Combination Product, on the other, Net Sales for the purposes of determining royalty payments shall be mutually agreed upon by the Parties based on the relative value contributed by each component, such agreement to be negotiated in good faith.

1.44 "**Option**" shall have the meaning set forth in the Option and License Agreement.

1.45 "**Option and License Agreement"** means that certain Option and License Agreement dated as of December 21, 2006, by and between ImmunoGen and sanofi-aventis.

1.46 **"Patent Rights"** means the rights and interests in and to issued patents and pending patent applications (including inventor's certificates and utility models) in any country or jurisdiction within the Territory, including all provisionals, substitutions, continuations, continuations-in-part, divisionals,

supplementary protection certificates, renewals, all letters patent granted thereon, and all reissues, reexaminations, extensions, confirmations, revalidations, registrations, patents of addition thereof, PCTs and foreign counterparts.

1.47 **"Person"** means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, incorporated association, joint venture or similar entity or organization, including a government or political subdivision, department or agency of a government.

1.48 **"Phase I Study"** means a clinical study in subjects to evaluate the pharmacokinetic and pharmacodynamic properties, maximum tolerated dose, dosing interval, and absorption, distribution, metabolism and excretion (ADME) of a Licensed Product.

1.49 **"Phase IIB Study"**means a controlled dose ranging clinical trial to evaluate further the efficacy and safety of a Licensed Product in the targeted patient population and to define the optimal dosing regimen.

1.50 **"Phase III Study"** means, as to a particular Licensed Product for a particular indication, a controlled and lawful study in humans of the safety and efficacy of such product for such indication, which is prospectively designed to demonstrate statistically whether such Licensed Product is safe and effective for use in such indication in a manner sufficient to file a Drug Approval Application to obtain Regulatory Approval to market and sell that Licensed Product for the indication under investigation in such study.

1.51 **"Preclinical Materials"** means any supplies of MAY Compound or Licensed Product manufactured by ImmunoGen in accordance with Applicable Laws and all applicable Specifications for use in preclinical testing.

1.52 **"Regulatory Approval"** means, with respect to any country or region in the Territory, any approval, product and establishment license, registration or authorization of any Regulatory Authority required for the manufacture, use, storage, importation, exportation, transport or sale of a Licensed Product for use in the Field in such country or region.

1.53 **"Regulatory Authority"** means the FDA or any counterpart of the FDA outside the United States, or other national, supra-national, regional, state or local regulatory agency, department, bureau, commission, council or other governmental entity with authority over the distribution, importation, exportation, manufacture, production, use, storage, transport, clinical testing or sale of a Licensed Product.

1.54 **"Regulatory Filings"** means, collectively: (a) all INDs, NDAs, establishment license applications, drug master files, applications for designation as an "Orphan Product" under the Orphan Drug Act, for "Fast Track" status under Section 506 of the FDCA (21 U.S.C. § 356) or for a Special Protocol Assessment under Section 505(b)(4)(B) and (C) of the FDCA (21 U.S.C. § 355(b)(4)(B)) or all other similar filings (including MAAs and, counterparts of any of the foregoing in any country or region in the Territory) as may be required by any Regulatory Authority for the Development or Commercialization of a Licensed Product in the Territory; (b) all supplements and amendments to any of the foregoing; and (c) all data and other information contained in, and correspondence relating to, any of the foregoing.

1.55 **"Reportable Event"** means any serious adverse event or medical occurrence in a patient or subject who is administered a Licensed Product, whether or not considered related to the Licensed Product, including, without limitation, any undesirable sign (including abnormal laboratory findings of clinical concern), symptom or disease temporally associated with the use of such Licensed Product.

1.56 **"Royalty Term"** means, with respect to each Licensed Product in each country in the Territory, the period beginning on the date of First Commercial Sale of such Licensed

Product in such country and continuing until the later of (a) the expiration of the last to expire Valid Claim of the Licensed Patent Rights in such country that covers such Licensed Product or its use, method of delivery or manufacture or (b) [***] ([***]) years from the date of the First Commercial Sale of such Licensed Product in such country. For purposes of clarity, to the extent a Licensed Product is covered in a given country solely by a Valid Claim that relates to an ImmunoGen or Third Party Improvement, the Royalty Term applicable to such Licensed Product in such country will only be extended until the expiration of such Valid Claim if the ImmunoGen or Third Party Improvement covers a use, method of delivery or manufacture of such Licensed Product that is being exploited in such country.

1.57 "**Sanofi-aventis Antibody**" means any Antibody Controlled by sanofi-aventis.

1.58 **"Sanofi-aventis Improvement"** means any Improvement that is conceived or first reduced to practice by sanofi-aventis in connection with the Development or Commercialization of any Licensed Product.

1.59 **"sNDA"** means a Supplemental New Drug Application, as defined in the FDCA and applicable regulations promulgated thereunder.

1.60 **"Specifications**" means any specifications prepared by sanofi-aventis and agreed to by the Parties in writing relating to the manufacture and supply of any Preclinical Materials or Clinical Materials hereunder.

1.61 **"Sublicensee"** means any Third Party (other than an Affiliate) to which sanofi-aventis grants a license or sublicense pursuant to Section 2.1.2.

1.62 **"Technology"** means, collectively, all inventions, discoveries, improvements, trade secrets and proprietary methods, whether or not patentable, including without limitation, macromolecular sequences, data, formulations, processes, techniques, know-how and results (including any negative

results).

1.63 **"Territory"** meansall countries of the world.

1.64 **"Third Party"** means any Person other than sanofi-aventis and ImmunoGen and their respective Affiliates.

1.65 **"Valid Claim"** means any claim of a pending patent application or an issued unexpired patent within the Licensed Patent Rights that (a) has not been finally cancelled, withdrawn, abandoned or rejected by any administrative agency or other body of competent jurisdiction, (b) has not been permanently revoked, held invalid, or declared unpatentable or unenforceable in a decision of a court or other body of competent jurisdiction that is unappealable or unappealed within the time allowed for appeal, (c) has not been rendered unenforceable through disclaimer or otherwise, and (d) is not lost through an interference proceeding.

Additional Definitions. In addition, each of the following definitions shall have the respective meanings set forth in the section of this Agreement indicated below:

Definition	Section
Agreement	Recitals
Claims	9.1
Covered Results	5.3
Disputed Matters	10.3.1
ImmunoGen	Recitals
ImmunoGen Indemnitees	9.2
Indemnified Party	9.3
Indemnifying Party	9.3
Infringement	6.3.1(a)
Infringement Notice	6.3.1(a)
Losses	9.1
sanofi-aventis	Recitals
sanofi-aventis Indemnitees	9.1
Party/Parties	Recitals
Supply Agreement	2.7.2
Term	7.1
Third Party Payments	4.3.3
Threshold Market Share	4.3.4
Withholding Taxes	4.3.8

2. LICENSE GRANTS; TECHNOLOGY TRANSFER

2.1 **License Grants.**

2.1.1 **License to sanofi-aventis.** Subject to the other terms of this Agreement, ImmunoGen hereby grants to sanofi-aventis and its Affiliates an exclusive (even as to ImmunoGen) license within the Territory, including the right to grant sublicenses as described in Section 2.1.2 below, under the Licensed Patent Rights and Licensed Technology to research, Develop, have Developed, Commercialize and have Commercialized Licensed Products, for any and all uses within the Field.

2.1.2 **Right to Sublicense.** Sanofi-aventis and its Affiliates shall have the right to grant sublicenses under the license granted to it under Section 2.1.1with respect to any Licensed Product to any Third Party, provided, that: (a) it shall be a condition of any such sublicense that such Sublicensee agrees to be bound by all terms of this Agreement applicable to the Development and Commercialization of Licensed Products in the Field in the Territory (including, without limitation, Sections 3.2, 3.3 and 3.4); (b) sanofi-aventis shall provide written notice to ImmunoGen of any such proposed sublicense at least [***] ([***]) days prior to such execution and provide redacted copies to ImmunoGen of each such sublicense within [***] ([***]) days of such execution; (c) sanofi-aventis shall be deemed to have guaranteed that each such Sublicensee will fulfill all of sanofi-aventis' obligations under this Agreement applicable to the subject matter of such sublicense; and (d) sanofi-aventis shall not be relieved of its obligations pursuant to this Agreement as a result of any such sublicense.

2.2 **Retained Rights of ImmunoGen; Restricted Activities.** Subject to the other terms of this Agreement, ImmunoGen retains the right to use the Licensed Technology and

practice the Licensed Patent Rights (a) to perform its obligations under this Agreement, (b) to develop, have developed, make, have made, use, have used, sell, have sold, offer for sale, import, have imported, export and have exported any product that is not a Licensed Product, and (c) for any and all uses outside of the Field. Notwithstanding the foregoing, during the Term, ImmunoGen shall not, and shall cause each of its Affiliates to not, develop or commercialize, or grant any license or right to any Third Party to utilize, any Technology or Patent Rights Controlled by ImmunoGen or any of its Affiliates at any time during the Term for the development or commercialization of an Antibody-MAY Compound conjugate that is directed against the Licensed Target.

2.3 **License to ImmunoGen.** Sanofi-aventis hereby grants ImmunoGen a non-exclusive, worldwide, fully-paid, irrevocable, royalty-free license of perpetual duration under sanofi-aventis' interest in any Sanofi-aventis Improvements (a) to manufacture Clinical Materials and/or Preclinical Materials pursuant to the terms of this Agreement and/or each applicable Supply Agreement; (b) to develop, make, have made, use, sell, have sold, offer for sale, import, have imported, export and have exported any product that is not a Licensed Product; and (c) to otherwise exploit such Improvements for all uses within the Field that are not otherwise restricted by an agreement by and between sanofi-aventis and ImmunoGen, provided, that, (i) any grant by ImmunoGen of a sublicense is only made in connection with the grant of a license to Technology Controlled by ImmunoGen and used in the conjugation of MAY Compounds to binding proteins; and (ii) the right of ImmunoGen to grant any such sublicense is subject to sanofi-aventis obtaining a grant back of a non-exclusive, fully paid, irrevocable, royalty-free license, including the right to grant sublicenses, under that sublicensee's improvements, enhancements or modifications to Technology Controlled by ImmunoGen, to Develop and Commercialize Licensed Products in the Field and in the Territory in accordance with Section 2.1.1 of this Agreement.

2.4 **Notice of Improvements.** Sanofi-aventis shall promptly notify ImmunoGen of the conception or reduction to practice of any such Sanofi-aventis Improvement. ImmunoGen shall promptly notify sanofi-aventis of (a) the conception or reduction to practice by ImmunoGen of any Improvement or (b) its receipt of written notice from any of its Third Party collaborators of its conception or reduction to practice of any Improvement.

2.5 **No Other Rights.** Sanofi-aventis shall have no rights to use or otherwise exploit any Technology Controlled by ImmunoGen except as expressly set forth herein.

2.6 **Use of Licensed Technology.** In connection with any Licensed Technology transferred to sanofi-aventis pursuant to this Agreement, sanofi-aventis hereby agrees that (a) it shall not use such Licensed Technology for any purpose other than exercising its rights or performing its obligations hereunder; (b) it shall use such Licensed Technology only in compliance with all Applicable Laws; (c) it shall not transfer any such Licensed Technology to any Third Party without the prior written consent of ImmunoGen, except as expressly permitted hereby; and (d) except for the rights expressly set forth herein, sanofi-aventis shall not acquire any other rights, title or interest in or to such Licensed Technology as a result of such transfer by ImmunoGen.

2.7 **Compliance.** Sanofi-aventis shall perform its obligations to Develop Licensed Products in good scientific manner and in compliance in all material respects with all Applicable Laws, provided, that, with respect to each activity so performed that will or would reasonably be expected to be submitted to a Regulatory Authority in support of a Regulatory Filing or Drug Approval Application, sanofi-aventis shall comply in all material respects with the regulations and guidance of the FDA that constitute GLP or GMP (or, if and as appropriate under the circumstances, or other comparable regulation and guidance of any applicable Regulatory Authority in any country or region in the Territory).

2.8 **Manufacture of Materials for Development.** As between the Parties, sanofi-aventis shall have the sole right, at its sole cost and discretion, to manufacture all materials (including without limitation any Licensed Products) to enable it to Develop or Commercialize Licensed Products (including as required for any pre-clinical, clinical and commercial use of Licensed Products, including process development and scale-up). In the event that, during the Term, sanofi-aventis desires ImmunoGen to supply to sanofi-aventis with quantities of Preclinical Materials or Clinical Materials to enable it to Develop or Commercialize Licensed Products, sanofi-aventis shall provide ImmunoGen with written notice of same and the following provision shall apply, as applicable:

2.8.1 **Preclinical Materials.** To the extent the sanofi-aventis notice is with respect to Preclinical Materials, (a) ImmunoGen shall deliver all ordered amounts of Preclinical Materials in accordance with forecasting parameters, advance ordering timeframes and delivery timeframes to be agreed upon by the Parties; (b) in connection with any ordering of Preclinical Materials by sanofi-aventis, ImmunoGen shall provide sanofi-aventis with ImmunoGen's good faith estimate of the Manufacturing Cost for manufacture and supply of such Preclinical Materials; (c) ImmunoGen's price to supply Preclinical Materials to sanofi-aventis manufactured at ImmunoGen's Cambridge, Massachusetts facility shall equal [***] of ImmunoGen's Manufacturing Cost for such Preclinical Materials; (d) ImmunoGen's price to supply Preclinical Materials manufactured at ImmunoGen's Norwood, Massachusetts facility shall equal [***] of ImmunoGen's Manufacturing Cost for such Preclinical Materials; and (e) subject to (a) above, sanofi-aventis may [***]%, at its sole discretion, the [***] [***] [***] ImmunoGen will supply the requested Preclinical Materials, provided, that, nothing in this Section 2.7.1 shall preclude sanofi-aventis from making its own arrangements for manufacture and supply of Preclinical Materials on its own or with Third Parties, subject to the licenses granted hereunder. Subject to the foregoing, as between the Parties, sanofi-aventis shall have the sole right, at its sole cost and discretion, to manufacture all Licensed Products required for the conduct of Development activities under this Agreement.

2.8.2 **Clinical Materials.** To the extent the sanofi-aventis notice is with respect to Clinical Materials, the Parties shall negotiate in good faith and execute a supply agreement providing for such supply (each, a "Supply Agreement"). The Supply Agreement shall provide, *inter alia*, that (a) ImmunoGen shall deliver all ordered amounts of Clinical Materials in accordance with forecasting parameters, advance ordering timeframes and delivery timeframes to be agreed upon by the Parties in such Supply Agreement; (b) in connection with any ordering of Clinical Materials by sanofi-aventis, ImmunoGen shall provide sanofi-aventis with ImmunoGen's good faith estimate of the Manufacturing Cost for manufacture and supply of such Clinical Materials; (c) ImmunoGen's price to supply Clinical Materials to sanofi-aventis shall

equal [***] of ImmunoGen's Manufacturing Cost for such Clinical Materials; and (d) sanofi-aventis shall use such Clinical Materials solely for human clinical testing up to and including the conduct of non-pivotal Phase IIB Studies, provided, that, nothing herein shall preclude sanofi-aventis from making its own arrangements for manufacture and supply of Clinical Materials on its own or with Third Parties, subject to the licenses granted hereunder. The Supply Agreement may take the form of a master supply agreement, together with a work order specifically related to the supply of Clinical Materials. Further, the Parties shall execute such additional agreements related to GMP, quality and technical terms as are necessary for regulatory purposes.

3. DEVELOPMENT AND COMMERCIALIZATION OF LICENSED PRODUCTS

3.1 **Responsibility for Development and Commercialization.** On and after the Effective Date, sanofi-aventis shall have the sole right, at its sole expense, for all aspects of the Development and Commercialization of Licensed Products in the Field in the Territory, including, without limitation, the conduct of: (a) all IND-enabling non-clinical studies; (b) all activities related to human clinical trials; (c) all activities relating to the manufacture and supply of Licensed Products (including all required process development and scale up work with respect thereto); and (d) all pre-marketing, marketing, promotion, sales, distribution, import and export activities (including securing reimbursement, sales and marketing and conducting any post-marketing trials or databases and post-marketing safety surveillance). Without limiting the generality of the foregoing, sanofi-aventis shall have the sole right, at its sole expense, for (i) making all Regulatory Filings for Licensed Products and filing all Drug Approval Applications and otherwise seeking all Regulatory Approvals for Licensed Products, as well as all correspondence and communications with Regulatory Authorities regarding such matters, and (ii) reporting of all adverse events to Regulatory Authorities if and to the extent required by Applicable Laws. The Parties hereby agree that subject to Section 2.3, [***] shall [***]all data, results and all other information arising from any such activities under this Agreement specifically relating to Licensed Products, including, without limitation, all [***] [***] and [***] [***] relating to Licensed Products, and all of the foregoing information, documentation and materials shall be considered Confidential Information of [***].

3.2 **Diligence.** Sanofi-aventis shall use Commercially Reasonable Efforts during the Term to Develop and Commercialize Licensed Products in the Field in the Territory.

3.3 **Updates and Reports.** Sanofi-aventis shall provide ImmunoGen with brief written reports no less frequently than annually during the Term (commencing with the first anniversary of the Effective Date) summarizing sanoti-aventis' efforts to Develop and Commercialize Licensed Products hereunder. In addition, sanofi-aventis shall provide ImmunoGen with prompt written notice of the occurrence of the First Commercial Sale of any Licensed Product in any country.

3.4 **Reportable Events.** Sanofi-aventis shall promptly provide ImmunoGen with notice of any Reportable Event within time frames consistent with any reporting obligations under Applicable Laws.

3.5 **Manufacture of Licensed Products for Commercial Sale.** Unless otherwise agreed to by the Parties in the Supply Agreement, sanofi-aventis shall have the sole obligation

and responsibility, at its sole cost and expense, for the manufacture of all Licensed Products (including without limitation the active pharmaceutical ingredients in any Licensed Product) for commercial sale.

3.6 **Product Recalls.** In the event that any Regulatory Authority issues or requests a recall or takes similar action in connection with a Licensed Product that sanofi-aventis reasonably believes is attributable to or otherwise relates to the Licensed Technology or Licensed Patent Rights, or in the event a Party reasonably believes that an event, incident or circumstance has occurred that may result in the need for such a recall, such Party shall promptly advise the other Party thereof by telephone or facsimile. Following such notification, sanofi-aventis shall decide and have control of whether to conduct a recall or market withdrawal (except in the event of a recall or market withdrawal mandated by a Regulatory Authority, in which case it shall be required) or to take other corrective action in any country and the manner in which any such recall, market withdrawal or corrective action shall be conducted, provided that sanofi-aventis shall keep ImmunoGen regularly informed regarding any such recall, market withdrawal or corrective action. Sanofi-aventis shall bear all expenses of any such recall, market withdrawal or corrective action (including, without limitation, expenses for notification, destruction and return of the affected Licensed Product and any refund to customers of amounts paid for such Licensed Product).

4. PAYMENTS

4.1 **License Fee**. Sanofi-aventis shall pay ImmunoGen a license fee in the amount of [***] [***] dollars (US $[***]), which amount shall be non-refundable and non-creditable, payable in immediately available funds within [***] ([***]) Business Days of the Effective Date.

4.2 **Milestone Payments**.

4.2.1 **Milestones.** Sanofi-aventis shall make the following nonrefundable, non-creditable milestone payments to ImmunoGen within [***] ([***]) days after the achievement by sanofi-aventis and/or sanofi-aventis' Affiliates and Sublicensees of each event for each Licensed Product as set forth below:

Milestone Event	Milestone Payment
[***] of [***] [***] [***] [***] for a [***] [***]	$ [***]
[***] of [***] [***] [***] [***] for a [***] [***]	$ [***]
[***] of [***] [***] [***] [***] for a [***] [***]	$ [***]
[***] of [***] in the [***] [***] for a [***] [***]	$ [***]
[***] of [***] [***] [***] in the [***] [***] for a [***] [***]	$ [***]
[***] of [***] [***] [***] in [***] [***] for a [***] [***]	$ [***]
[***] of [***] [***] [***] in [***] for a [***] [***]	$ [***]

For purposes of clarity, (a) any milestone payment shall be made only once, with respect to the first achievement of the relevant milestone for the first Licensed Product, regardless of how many times such milestones are achieved by Licensed Products and regardless of how many times a particular Licensed Product achieves such milestones and (b) if a milestone payment is made for any milestone event with respect to any Licensed Product and any milestone payments for any preceding milestone events have not been made with respect to such Licensed Product, then such earlier milestone payments shall be made concurrently with such later milestone payment (for example, if the milestone payment with respect to an [***] [***] in the [***] is due and payable, but the milestone payment with respect to the [***] of a [***] [***] [***] was not previously paid (because a [***] [***] [***] was not conducted with respect to such Licensed Product), then milestone payments for both milestone events shall both be made on the basis of the achievement of the milestone event with respect to the [***] of the [***] for that Licensed Product). Notwithstandingthe foregoing, after the last to expire of the Licensed Patent Rights covering a Licensed Product, any milestone event achieved by such Licensed Product after such expiration shall result in a milestone payment to ImmunoGen in an amount equal to [***] percent ([***]%) of the corresponding milestone payment amounts listed in Section 4.2.1 above.

4.2.2 **Milestone Notices.** Sanofi-aventis shall provide ImmunoGen with prompt written notice upon each occurrence of a milestone event set forth in Section 4.2.1. In the event that, notwithstanding the fact that sanofi-aventis has not given such a notice, ImmunoGen believes any such milestone event has occurred, it shall so notify sanofi-aventis in writing and shall provide to sanofi-aventis data, documentation or other information that supports its belief.

4.3 **Payment of Royalties; Royalty Rates; Accounting and Records**.

4.3.1 **Payment of Royalties.**

(a) Patent Coverage. For each Licensed Product covered by a Valid Claim of the Licensed Patent Rights in any country in the Territory in which it is sold, sanofi-aventis shall pay ImmunoGen a royalty based on Annual Net Sales of such Licensed Product in each Calendar Year (or partial Calendar Year) commencing with the First Commercial Sale of such Licensed Product in such country and ending upon the expiration of the Royalty Term for such Licensed Product, at the following rates:

Annual Net Sales	Royalty Rate (%)
Up to and including $[***] [***]	[***]%
Above $[***] [***] and up to and including $[***] [***]	[***]%
Above $[***] [***]	[***]%

(b) No Patent Coverage. For each Licensed Product that is not covered by a Valid Claim of the Licensed Patent Rights in any country in the Territory in which it is sold or that is [***] [***] by a [***][***] [***] under a [***] [***] [***] to [***] under Section [***], sanofi-aventis shall pay ImmunoGen a royalty based on Annual Net Sales of such Licensed Product in each Calendar Year (or partial Calendar Year) commencing with the First Commercial Sale of such Licensed Product in such country (including without limitation the First Commercial Sale following the termination or expiration of any Valid Claim in such country covering such Licensed Product)and ending on the expiration of the Royalty Term for such Licensed Product, at the following rates:

Annual Net Sales	Royalty Rate (%)
Up to and including $[***] [***]	[***]%
Above $[***] [***] and up to and including $[***] [***]	[***]%
Above $[***] [***]	[***]%

The Parties hereby acknowledge and agree that royalties may be payable hereunder for a Licensed Product for which no issued patents within Licensed Patent Rights exist and under such circumstances, such royalties shall be in consideration of the commercial advantage, know-how and background information gained from the Licensed Technology.

(c) Applicability of Royalty Rates. For purposes of clarity, (i) if a Licensed Product is covered by a Valid Claim in a country within the Territory such that royalties are paid by sanofi-aventis pursuant to Section 4.3.1(a) and, prior to the [***] ([***]) anniversary of the date of First Commercial Sale of such Licensed Product in such country, the Licensed Product is no longer covered by a Valid Claim in such country, sanofi-aventis shall pay ImmunoGen a royalty at the rates set forth in Section 4.3.1(b) for that portion of the Royalty Term during which no such Valid Claim exists in such country; and (ii) if a Licensed Product is not covered by a Valid Claim in a country within the Territory such that royalties are paid by sanofi-aventis pursuant to Section 4.3.1(b) and, prior to the [***] ([***]) anniversary of the date of First Commercial Sale of such Licensed Product, the Licensed Product becomes covered by a Valid Claim in such country, sanofi-aventis shall pay ImmunoGen a royalty at the rates set forth in Section 4.3.1(a) for that portion of the Royalty Term during which such Valid Claim exists in such country.

4.3.2 **Royalty Term**. Sanofi-aventis shall pay the royalties set forth in Section 4.3.1 with respect to each Licensed Product on a country-by-country and product-by-product basis until expiration of the Royalty Term with respect thereto. Upon the expiration of the Royalty Term for each Licensed Product in each country in the Territory, sanofi-aventis shall have a worldwide, perpetual, fully paid-up license, with the right to sublicense, under any and all Licensed Patents covering such Licensed Product to develop, make, have made, use, import, offer for sale, distribute and sell such Licensed Product in the Field and in such country.

4.3.3 **Payments to Third Parties.** If, during any Calendar Quarter, sanofi-aventis actually makes any royalty payments to one or more Third Parties in consideration for a license, in the absence of which sanofi-aventis could not practice the Licensed Patent Rights necessary to make, use or sell the MAY Compound portion of any Licensed Product without

infringing an issued patent or patents owned by such Third Party in any country (collectively, "Third Party Payments"), then sanofi-aventis shall have the right to reduce the royalties otherwise due to ImmunoGen pursuant to Section 4.3.1 hereof with respect to sales in such country of such Licensed Product in such Calendar Quarter or any subsequent Calendar Quarter by an amount equal to up to [***] percent ([***]%) of the amount of such Third Party Payments. Notwithstanding the foregoing, such reductions shall in no event reduce the royalty rates otherwise due to ImmunoGen pursuant to Section 4.3.1 hereof with respect to the sales of such Licensed Product in such country to a royalty rate that is less than the respective rates set forth in Section 4.3.1(b) above.

4.3.4 **Competitive Products.** Notwithstanding anything to the contrary contained in this Agreement, if during any Calendar Quarter, sanofi-aventis sells Licensed Products in a country in which a Third Party is selling (a) a Generic Product or (b) a Comparable Product and such Third Party has sales of such Comparable Product in such country that is greater than [***] percent ([***]%) of sanofi-aventis' revenue-based or unit-based market share of such Licensed Product in such country (the "Threshold Market Share"), then, subject to the final sentence of this Section 4.3.4, on and after the date of first commercial sale of such Generic Product or date of achievement of the Threshold Market Share, as the case may be, all applicable royalties in effect with respect to such Licensed Product in such country as specified in Section 4.5.1 shall be reduced to [***] percent ([***]%). Notwithstanding the foregoing, sanofi-aventis' obligation to pay the full royalty rate shall be reinstated on the first day of the Calendar Quarter immediately following the Calendar Quarter in which (a) sales of such Generic Product cease or (b) sales of such Comparable Product account for less than the Threshold Market Share in such country.

4.3.5 **Payment Dates and Reports.** Royalty payments shall be made by sanofi-aventis within [***] ([***]) days after the end of each Calendar Quarter commencing with the Calendar Quarter in which the First Commercial Sale of a Licensed Product occurs. All payments shall be made by wire transfer in accordance with instructions given in writing from time to time by ImmunoGen. Sanofi-aventis shall also provide, at the same time each such payment is made, a report showing: (a) the Net Sales of each Licensed Product by country in the Territory;(b) the basis for any deductions from gross amounts billed or invoiced to determine Net Sales; (c) the applicable royalty rates for such Licensed Product; (d) the exchange rates used in calculating any of the foregoing; and (e) a calculation of the amount of royalty due to ImmunoGen.

4.3.6 **Records; Audit Rights.** For a period of [***] ([***]) years, sanofi-aventis shall keep and maintain, and shall require its respective Affiliates and Sublicensees to keep and maintain, such accurate and complete books and records in connection with the sale of Licensed Products hereunder, as are necessary to allow the accurate calculation consistent with generally accepted accounting principles of the royalties due to ImmunoGen, including any records required to calculate any royalty adjustments hereunder. Once per Calendar Year, ImmunoGen shall have the right to engage an independent certified public accounting firm of nationally recognized standing and reasonably acceptable to sanofi-aventis, which shall have the right to examine in confidence the relevant books and records of sanofi-aventis and its respective Affiliates and Sublicensees as may be reasonably necessary to determine and/or verify the amount of royalty payments due hereunder. Such examination shall be conducted, and sanofi-aventis

shall make its records available, during normal business hours, after at least [***] ([***]) days prior written notice to sanofi-aventis, as applicable, and shall take place at the facility(ies) where such records are maintained. Each such examination shall be limited to pertinent books and records for any year ending not more than [***] ([***]) months prior to the date of request, provided, that, ImmunoGen shall not be permitted to audit the same period of time more than once. Before permitting such independent accounting firm to have access to such books and records, sanofi-aventis may require such independent accounting firm and its personnel involved in such audit, to sign a confidentiality agreement (in form and substance reasonably acceptable to each of the Parties) as to any Confidential Information which is to be provided to such accounting firm or to which such accounting firm will have access, while conducting the audit under this paragraph. The ImmunoGen independent accounting firm will prepare and provide to each Party a written report stating whether the royalty reports submitted and royalties paid are correct or incorrect and the specific details concerning any discrepancies. Such accounting firm may not reveal to ImmunoGen any information learned in the course of such audit other than the amount of any such discrepancies. ImmunoGen agrees to hold in strict confidence all information disclosed to it, except to the extent necessary for ImmunoGen to enforce its rights under this Agreement or if disclosure is required by law. In the event there was an underpayment by sanofi-aventis hereunder, sanofi-aventis shall promptly (but in no event later than [***] ([***]) days after such Party's receipt of the independent auditor's report so correctly concluding) make payment to ImmunoGen of any shortfall. In the event that there was an overpayment by sanofi-aventis hereunder, ImmunoGen shall promptly (but in no event later than [***] ([***]) days after ImmunoGen's receipt of the independent auditor's report so correctly concluding) refund to sanofi-aventis the excess amount. ImmunoGen shall bear the full cost of such audit unless such audit discloses an underreporting by sanofi-aventis of more than [***] percent ([***]%) of the aggregate amount of royalties in any twelve (12) month period, in which case, sanofi-aventis shall reimburse ImmunoGen for all costs incurred by ImmunoGen in connection with such examination and audit.

4.3.7 **Overdue Payments.** All royalty payments not made within the time period set forth in Section 4.3.1, and all milestone payments not made within the time period specified in Section 4.2.1, shall bear interest at a rate of one percent (1%) per month from the due date until paid in full or, if less, the maximum interest rate permitted by Applicable Laws. Any such overdue royalty or milestone payment shall, when made, be accompanied by, and credited first to, all interest so accrued.

4.3.8 **Withholding Taxes**. Any payments made by sanofi-aventis to ImmunoGen under this Agreement shall be free and clear of any taxes, duties, levies, fees or charges, and such amounts shall be reduced by the amount required to be paid or withheld pursuant to any applicable law, including, but not limited to, United States federal, state or local tax law ("Withholding Taxes"). Any such Withholding Taxes required by law to be paid or withheld shall be an expense of, and borne solely by, ImmunoGen. Sanofi-aventis, as applicable, shall submit to ImmunoGen reasonable proof of payment of the Withholding Taxes, together with an accounting of the calculations of such taxes, within [***] ([***]) days after such Withholding Taxes are remitted to the proper authority. The Parties will cooperate reasonably in completing and filing documents required under the provisions of any applicable tax laws or under any other applicable law in connection with the making of any required tax payment or withholding payment, or in connection with any claim to a refund of or credit for any such payment.

4.3.9 **Foreign Currency Exchange.** With respect to Net Sales invoiced or expenses incurred in U.S. dollars, the Net Sales or expense amounts and the amounts due to ImmunoGen hereunder shall be expressed in U.S. dollars. With respect to Net Sales invoiced or expenses incurred in a currency other than U.S. dollars, the Net Sales or expense shall be expressed in the domestic currency of the entity making the sale or incurring the expense,

together with the U.S. dollar equivalent, calculated using the arithmetic average of the spot rates on the last Business Day of each month of the Calendar Quarter in which the Net Sales were made or the expense was incurred. The "closing mid-point rates" found in the "Exchange Rates" table published by *The Wall Street Journal*, or any other publication as agreed to by the Parties, shall be used as the source of spot rates to calculate the average as defined in the preceding sentence. All payments shall be made by wire transfer in U.S. dollars to the credit of such bank account as shall be designated at least [***] ([***]) business days in advance by ImmunoGen in writing to sanofi-aventis.

5. TREATMENT OF CONFIDENTIAL INFORMATION; PUBLICITY.

5.1 **Confidentiality**

5.1.1 **Confidentiality Obligations.** ImmunoGen and sanofi-aventis each recognizes that the other Party's Confidential Information constitutes highly valuable assets of such other Party. ImmunoGen and sanofi-aventis each agrees that, subject to Section 5.1.2, (a) during the Term and for an additional [***] ([***]) years thereafter it will not disclose, and will cause its Affiliates and Sublicensees not to disclose, any Confidential Information of the other Party and (b) during and after the Term, it will not use, and will cause its Affiliates not to use, any Confidential Information of the other Party, in either case, except as expressly permitted hereunder. Without limiting the generality of the foregoing, each Party shall take such action, and shall cause its Affiliates and sublicensees to take such action, to preserve the confidentiality of the other Party's Confidential Information as such Party would customarily take to preserve the confidentiality of its own Confidential Information and shall, in any event, use at least reasonable care to preserve the confidentiality of the other Party's Confidential Information.

5.1.2 **Limited Disclosure.** ImmunoGen and sanofi-aventis each agrees that disclosure of its Confidential Information may be made by the other Party to any employee, consultant or Affiliate of such other Party to enable such other Party to exercise its rights or to carry out its responsibilities under this Agreement, provided that any such disclosure or transfer shall only be made to Persons who are bound by written obligations as described in Section 5.1.3. In addition, ImmunoGen and sanofi-aventis each agrees that the other Party may disclose its Confidential Information (a) on a need-to-know basis to such other Party's legal and financial advisors and (b) as reasonably necessary in connection with an actual or potential (i) permitted sublicense of such other Party's rights hereunder, (ii) debt or equity financing of such other Party or (iii) purchase by any Third Party of all of the capital stock or all or substantially all of the assets of such other Party or any merger or consolidation involving such other Party; if, in each case, the Person receiving such Confidential Information of the other Party agrees in writing to maintain the confidentiality of such Confidential Information of the other Party with terms at least as restrictive as those contained in Section 5.1.1. In addition, each Party agrees that the other Party may disclose such Party's Confidential Information (A) as reasonably necessary to file, prosecute or maintain patents or patent applications, or to file, prosecute or defend litigation

related to patents or patent applications, in accordance with this Agreement; or (B) as required by Applicable Laws, provided that, in the case of any disclosure under this clause (B), the disclosing Party shall (1) if practicable, provide the other Party with reasonable advance notice of and an opportunity to comment on any such required disclosure, (2) if requested by the other Party, cooperate in all reasonable respects with the other Party's efforts to obtain confidential treatment or a protective order with respect to any such disclosure, at the other Party's expense and (3) use good faith efforts to incorporate the comments of such other Party in any such disclosure or request for confidential treatment or a protective order.

5.1.3 **Employees and Consultants.** ImmunoGen and sanofi-aventis each hereby represents that all of its employees and consultants, and all of the employees and consultants of its Affiliates, who participate in the activities contemplated by this Agreement or have access to Confidential Information of the other Party are or will, prior to their participation or access, be bound by written obligations to maintain such Confidential Information in confidence and not to use such information except as expressly permitted hereunder. Each Party agrees to use, and to cause its Affiliates to use, reasonable efforts to enforce such obligations.

5.2 **Publicity.** The Parties acknowledge that the terms of this Agreement constitute Confidential Information of each Party and may not be disclosed except as permitted by Section 5.1.2. Notwithstanding anything to the contrary in Section 5.1, the Parties, upon the execution of this Agreement, may mutually agree to a press release with respect to this Agreement and either Party may make subsequent public disclosure of the contents of such press release without further approval of the other Party. After issuance of such press release, except as required by Applicable Laws, neither Party shall issue a press or news release or make any similar public announcement (other than publication in scientific journals, in advertising materials and brochures, or presentation at scientific conferences and meetings and the like that are intended to be covered by, and are issued in compliance with, Section 5.3) related to the Development or Commercialization of a Licensed Product without the prior written consent of the other Party, provided that notwithstanding the foregoing, ImmunoGen shall be expressly permitted to publicly announce the occurrence of any milestone event under Section 4.2.1, provided, however, that the text of such announcement shall be mutually agreed to by the Parties.

5.3 **Publications and Presentations.** The Parties acknowledge that scientific publications and presentations must be strictly monitored to prevent any adverse effect from premature publication or dissemination of results of the activities hereunder. Each Party agrees that, except as required by Applicable Laws, it shall not publish or present, or permit to be published or presented, the results of the Development or Commercialization of a Licensed Product to the extent such results refer to or otherwise relate to the Licensed Technology or Licensed Patent Rights (the "Covered Results") without the prior review by and approval of the other Party. Each Party shall provide to the other Party the opportunity to review each of the submitting Party's proposed abstracts, manuscripts or presentations (including, without limitation, information to be presented verbally) that relate to the Covered Results at least [***] ([***]) days prior to its intended presentation or submission for publication, and such submitting Party agrees, upon written request from the other Party given within such [***] period, not to submit such abstract or manuscript for publication or to make such presentation until the other Party is given up to [***] ([***]) days from the date of such written request to seek appropriate patent protection for any Covered Rights in such publication or presentation that it reasonably

believes may be patentable. Once such abstracts, manuscripts or presentations have been reviewed and approved by each Party, the same abstracts, manuscripts or presentations do not have to be provided again to the other Party for review for a later submission for publication. Each Party also shall have the right to require that any of its Confidential Information that is disclosed in any such proposed publication or presentation be deleted prior to such publication or presentation. In any permitted publication or presentation by a Party, the other Party's contribution shall be duly recognized, and co-authorship shall be determined in accordance with customary industry standards.

6. FILING, PROSECUTION AND MAINTENANCE OF PATENT RIGHTS

6.1 **Patent Filing, Prosecution and Maintenance**.

6.1.1 **Licensed Patent Rights.** ImmunoGen, acting through patent counsel or agents of its choice, shall be responsible, at its sole cost and expense, for the preparation, filing, prosecution and maintenance of all Licensed Patent Rights. All costs and expenses incurred by ImmunoGen in connection with the preparation, filing, prosecution and maintenance of Licensed Patent Rights shall be the sole responsibility of ImmunoGen. At ImmunoGen's request, sanofi-aventis shall cooperate with ImmunoGen in all reasonable respects in connection with such preparation, filing, prosecution and maintenance of Licensed Patent Rights.

6.1.2 **Sanofi-aventis Improvements.** Sanofi-aventis, acting through patent counsel or agents of its choice, shall be responsible, at its sole cost and expense, for the preparation, filing, prosecution and maintenance of Patent Rights claiming Sanofi-aventis Improvements. Sanofi-aventis (i) will provide ImmunoGen with a copy of any such proposed patent application for review and comment reasonably in advance of filing, and (ii) will keep ImmunoGen reasonably informed of the status of such filing, prosecution and maintenance, including, without limitation, (A) by providing ImmunoGen with copies of all communications received from or filed in patent office(s) with respect to such filing, and (B) by providing ImmunoGen a reasonable time prior to taking or failing to take any action that would affect the scope or validity of any such filing (including the substantially narrowing, cancellation or abandonment of any claim(s) without retaining the right to pursue such subject matter in a separate application, or the failure to file or perfect the filing of any claim(s) in any country), with prior written notice of such proposed action or inaction so that ImmunoGen has a reasonable opportunity to review and comment. If sanofi-aventis fails to undertake the filing(s) of any such patent application with respect to any such invention within [***] ([***]) days after receipt of written notice from ImmunoGen that ImmunoGen believes filing(s) of such an application by sanofi-aventis is appropriate, ImmunoGen may undertake such filing(s) at its own expense, in which case sanofi-aventis will assign all of its rights to such Sanofi-aventis Improvements to ImmunoGen and any subsequently issued patent thereon will be owned solely by ImmunoGen.

6.1.3 **Cooperation.** Each Party agrees to cooperate reasonably with the other Party in the preparation, filing, and prosecution of any patent applications pursuant to this Section 6.1. Such cooperation includes, but is not limited to, executing all papers and instruments, or requiring its employees or agents to execute such papers and instruments, so as

to effectuate the ownership of such patent applications and any patents thereon and to enable the filing and prosecution of applications in any country.

6.2 **Abandonment**.

6.2.1 **Licensed Patent Rights.** If ImmunoGen decides to abandon or to allow to lapse any of the Licensed Patent Rights that cover any Licensed Product in any country or region in the Territory, ImmunoGen shall inform sanofi-aventis of such decision promptly and, in any event, so as to provide sanofi-aventis a reasonable amount of time to meet any applicable deadline to establish or preserve such Licensed Patent Rights in such country or region. Sanofi-aventis shall have the right to assume responsibility for continuing the prosecution of such Licensed Patent Rights in such country or region and paying any required fees to maintain such Licensed Patent Rights in such country or region or defending such Licensed Patent Rights, in each case at sanofi-aventis' sole expense and through patent counsel or agents of its choice. Sanofi-aventis shall not become an assignee of such Licensed Patent Rights as a result of its assumption of any such responsibility. Upon transfer of ImmunoGen's responsibility for prosecuting, maintaining and defending any of the Licensed Patent Rights to sanofi-aventis under this Section 6.2.1, ImmunoGen shall promptly deliver to sanofi-aventis copies of all necessary files related to the Licensed Patent Rights with respect to which responsibility has been transferred and shall take all actions and execute all documents reasonably necessary for sanofi-aventis to assume such prosecution, maintenance and defense.

6.2.2 **Sanofi-aventis Improvements.** If sanofi-aventis decides to abandon or to allow to lapse any of the Patent Rights that cover Sanofi-aventis Improvements in any country or region in the Territory, sanofi-aventis shall inform ImmunoGen of such decision promptly and, in any event, so as to provide ImmunoGen a reasonable amount of time to meet any applicable deadline to establish or preserve such Patent Rights in such country or region. ImmunoGen shall have the right to assume responsibility for continuing the prosecution of such Patent Rights in such country or region and paying any required fees to maintain such Patent Rights in such country or region or defending such Patent Rights, in each case at ImmunoGen's sole expense and through patent counsel or agents of its choice. ImmunoGen shall not become an assignee of such Patent Rights as a result of its assumption of any such responsibility. Upon transfer of sanofi-aventis' responsibility for prosecuting, maintaining and defending any such Patent Rights to ImmunoGen under this Section 6.2.2, sanofi-aventis shall promptly deliver to ImmunoGen copies of all necessary files related to such Patent Rights with respect to which responsibility has been transferred and shall take all actions and execute all documents reasonably necessary for ImmunoGen to assume such prosecution, maintenance and defense.

6.3 **Legal Actions**.

6.3.1 **Third Party Infringement**.

(a) In the event either Party becomes aware of any possible infringement of, or the submission by any Third Party of an abbreviated new drug application under the Hatch-Waxman Act that is covered by, any Licensed Patent Rights that cover a Licensed Product or any Sanofi-aventis Improvement (an "Infringement"), that Party shall promptly notify the other Party and provide it with all details of such Infringement of which it is aware (each, an "Infringement Notice").

(b) ImmunoGenshall have the first right and option to eliminate such Infringement with respect to Licensed Patent Rights that cover Licensed Products by reasonable steps, which may include the institution of legal proceedings or other action. All costs, including without limitation attorneys' fees, relating to such legal proceedings or other action shall be borne by ImmunoGen. If ImmunoGen does not take commercially reasonable steps to eliminate the Infringement within [***] [***] [***] ([***]) days from any Infringement Notice (or [***] ([***]) days in the case of an Infringement under the Hatch-Waxman Act), then sanofi-aventis shall have the right and option to do so at its expense, provided that if ImmunoGen has commenced negotiations with an alleged infringer for elimination of such Infringement within such [***]-day (or, if applicable [***]-day) period, ImmunoGen shall have an additional [***] ([***]) days (or in the case of an Infringement under the Hatch-Waxman Act, [***] ([***]) days) to conclude its negotiations before sanofi-aventis may take steps to eliminate such Infringement.

(c) Sanofi-aventis shall have the first right and option to eliminate such Infringement with respect to Sanofi-aventis Improvements by reasonable steps, which may include the institution of legal proceedings or other action. All costs, including without limitation attorneys' fees, relating to such legal proceedings or other action shall be borne by sanofi-aventis. If sanofi-aventis does not take commercially reasonable steps to eliminate the Infringement within [***] [***] [***] ([***]) days from any Infringement Notice (or [***] ([***]) days in the case of an Infringement under the Hatch-Waxman Act), then ImmunoGen shall have the right and option to do so at its expense, provided that if sanofi-aventis has commenced negotiations with an alleged infringer for elimination of such Infringement within such [***]-day (or, if applicable [***]-day) period, sanofi-aventis shall have an additional [***] ([***]) days (or in the case of an Infringement under the Hatch-Waxman Act, [***] ([***]) days) to conclude its negotiations before ImmunoGen may take steps to eliminate such Infringement.

(d) Neither Party shall settle any Infringement claim or proceeding under this Section 6.3.1 without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

(e) Each Party shall have the right to participate, and be represented by counsel that it selects, in any legal proceedings or other action instituted under this Section 6.3.1 by the other Party. If a Party with the right to initiate legal proceedings under Section 6.3.1 to eliminate an Infringement lacks standing to do so and the other Party has standing to initiate such legal proceedings, then the Party with standing shall initiate such legal proceedings at the request and expense of the other Party.

(f) In any action, suit or proceeding instituted under this Section 6.3.1, the Parties shall cooperate with and assist each other in all reasonable respects. Upon the reasonable request of the Party instituting such action, suit or legal proceeding, the other Party shall join such action, suit or legal proceeding and shall be represented using counsel of its own choice, at the requesting Party's expense.

(g) Any amounts recovered by either Party pursuant to Section 6.3.1(b), whether by settlement or judgment, shall be allocated in the following order: (i) first, to reimburse ImmunoGen and sanofi-aventis for their reasonable out-of-pocket expenses in making such recovery (which amounts shall be allocated pro rata according to such expenses if insufficient to cover the totality of such expenses); (ii) to sanofi-aventis in reimbursement for lost sales (net of royalties) associated with Licensed Products and to ImmunoGen in reimbursement

for lost royalties owing hereunder based on such lost sales; and (iii) any amounts remaining shall be allocated as follows: (A) if ImmunoGen is the Party bringing such suit or proceeding or taking such other legal action, one hundred percent (100%) to ImmunoGen, (B) if sanofi-aventis is the Party bringing such suit or proceeding or taking such other legal action, seventy-five percent (75%) to sanofi-aventis and twenty-five percent (25%) to ImmunoGen, and (C) if the suit is brought jointly, fifty percent (50%) to each Party. Any amounts recovered by either Party pursuant to Section 6.3.1(c) whether by settlement or judgment, shall be allocated in the following order: (A) if ImmunoGen is the Party bringing such suit or proceeding or taking such other legal action, one hundred percent (100%) to ImmunoGen, and (B) if sanofi-aventis is the Party bringing such suit or proceeding or taking such other legal action, one hundred percent (100%) to sanofi-aventis.

6.3.2 **Defense of Claims**. In the event that any action, suit or proceeding is brought against either Party or any Affiliate or Sublicensee of either Party alleging the infringement of the Technology or Patent Rights of a Third Party by reason of the use by sanofi-aventis of the Licensed Technology or Licensed Patent Rights to Develop or Commercialize any Licensed Product: (a)ImmunoGen shall have the obligation to defend such action, suit or proceeding at its sole expense; (b) sanofi-aventis shall have the right to separate counsel at its own expense in any such action, suit or proceeding; and (c) the Parties shall cooperate with each other in all reasonable respects in any such action, suit or proceeding. In the event that any action, suit or proceeding is brought against either Party or any Affiliate or Sublicensee of either Party alleging the infringement of the Technology or Patent Rights of a Third Party by reason of the use by ImmunoGen of the Sanofi-aventis Improvements (a)sanofi-aventisshall have the obligation to defend such action, suit or proceeding at its sole expense; (b) ImmunoGen shall have the right to separate counsel at its own expense in any such action, suit or proceeding; and (c) the Parties shall cooperate with each other in all reasonable respects in any such action, suit or proceeding. Each Party shall provide the other Party with prompt written notice of the commencement of any such suit, action or proceeding, or of any allegation of infringement of which such Party becomes aware, and shall promptly furnish the other Party with a copy of each communication relating to the alleged infringement that is received by such Party. For purposes of clarity, nothing in this Section 6.3.2 shall affect the right of either Party to defend itself in any action suit or proceeding.

7. TERM AND TERMINATION

7.1 **Term.** This Agreement shall commence on the Effective Date and shall continue in full force and effect until such time as all Royalty Terms for the Licensed Product have ended, unless earlier terminated in accordance with the provisions of this Article 7(the "Term").

7.2 **Termination.** This Agreement may be terminated at any time by either Party as follows:

7.2.1 **Termination for Breach.** Except as set forth herein, either Party may terminate this Agreement, effective immediately upon written notice to the other Party, for a breach by the other Party of any material term of this Agreement that remains uncured [***] ([***]) days ([***] ([***]) days in the event that the breach is a failure of sanofi-aventis to make any payment required hereunder) after the non-breaching Party first gives written notice of such

breach to the other Party. Notwithstanding anything to the contrary set forth herein, (a) if the asserted breach is cured or shown to be non-existent within the applicable cure period, the notice of breach hereunder shall be deemed automatically withdrawn; and (b) a material breach by a party shall not give rise to the termination right under this Section 7.2.1 to the extent such material breach arises from a Force Majeure event as described in Section 10.11, provided, that the Party breaching this Agreement shall have the burden of demonstrating the occurrence of a Force Majeure. Notwithstanding the foregoing, a Party may not terminate this Agreement pursuant to this Section 7.2.1 at a time when such Party has committed a breach of a material term of this Agreement which remains uncured.

7.2.2 **Termination for Insolvency.** In the event that either Party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act or has any such petition filed against it which is not discharged within [***] ([***]) days of the filing thereof, then the other Party may terminate this Agreement effective immediately upon written notice to such Party. In connection therewith, all rights and licenses granted under this Agreement are, and shall be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101(56) of the United States Bankruptcy Code. In the event that either Party undergoes a voluntary dissolution or winding-up of its affairs, then the other Party may terminate this Agreement effective immediately upon written notice to such Party.

7.2.3 **Sanofi-aventis Termination Without Cause**. Sanofi-aventis shall have the right, in its sole discretion, to terminate this Agreement upon [***] ([***]) month's written notice to ImmunoGen.

7.3 **Consequences of Termination of Agreement.** In the event of the termination of this Agreement pursuant to Section 7.2, the following provisions shall apply, as applicable.

7.3.1 **Termination by ImmunoGen under Section 7.2.1 or by sanofi-aventis under Section 7.2.3.** If this Agreement is terminated by ImmunoGen pursuant to Section 7.2.1 or by sanofi-aventis under Section 7.2.3:

(a) all of the licenses granted by ImmunoGen to sanofi-aventis pursuant to Section 2.1.1 shall immediately terminate; and

(b) each Party shall promptly return or destroy all Confidential Information of the other Party that are not subject to a continuing license hereunder, provided that each Party may retain one copy of the Confidential Information of the other Party in its archives solely for the purpose of establishing the contents thereof and ensuring compliance with its obligations hereunder.

7.3.2 **Termination by sanofi-aventis Pursuant to Section 7.2.1.** If this Agreement is terminated by sanofi-aventis pursuant to Section 7.2.1:

(a) the license granted by ImmunoGen to sanofi-aventis pursuant to Section 2.1.1 shall survive solely as applied to the Licensed Product being Developed or

Commercialized by sanofi-aventis as of the effective date of termination, subject to sanofi-aventis' continued payment of all milestone, royalty and other payments under and in accordance with this Agreement with respect thereto;

(b) all other licenses granted by ImmunoGen to sanofi-aventis pursuant to Section 2.1.1 shall immediately terminate; and

(c) each Party shall promptly return or destroy all Confidential Information of the other Party that are not subject to a continuing license hereunder, provided that each Party may retain one copy of the Confidential Information of the other Party in its archives solely for the purpose of establishing the contents thereof and ensuring compliance with its obligations hereunder.

7.3.3 **Termination Pursuant to Section 7.2.2.** If this Agreement is terminated by sanofi-aventis or ImmunoGen pursuant to Section 7.2.2, unless prohibited by Applicable Laws:

(a) the license set forth in Section 2.1.1 shall survive solely as applied to Licensed Product being Developed or Commercialized by sanofi-aventis as of the effective date of termination, subject to sanofi-aventis' continued payment of all milestone, royalty and other payments under and in accordance with this Agreement with respect thereto;

(b) all other licenses granted by ImmunoGen to sanofi-aventis pursuant to Section 2.1.1 shall immediately terminate; and

(c) each Party shall promptly return all Confidential Information of the other Party that are not subject to a continuing license hereunder, provided that each Party may retain one copy of the Confidential Information of the other Party in its archives solely for the purpose of establishing the contents thereof and ensuring compliance with its obligations hereunder.

7.4 **Surviving Provisions.** Termination or expiration of this Agreement for any reason shall be without prejudice to:

(a) the rights and obligations of the Parties provided in Sections 7.4, 9.2, 9.3, 9.4 and 9.5 and Articles 5 and 10 (including all other Sections or Articles referenced in any such Section or Article and including Article 1), all of which shall survive such termination;

(b) ImmunoGen's rights to receive royalties and milestone payments for the duration of any applicable Royalty Term, if any; and

(c) any other rights or remedies provided at law or equity which either Party may otherwise have.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 **Mutual Representations and Warranties.** ImmunoGen and sanofi-aventis each represents and warrants to the other, as of the Effective Date, as follows:

8.1.1 **Organization**. It is a corporation duly organized, validly existing and in

good standing under the laws of the jurisdiction of its organization, and has all requisite power and authority, corporate or otherwise, to execute, deliver and perform this Agreement.

8.1.2 **Authorization**. The execution and delivery of this Agreement and the performance by it of the transactions contemplated hereby have been duly authorized by all necessary corporate action and will not violate (a) such Party's certificate of incorporation or bylaws, (b) any agreement, instrument or contractual obligation to which such Party is bound in any material respect, (c) any requirement of any Applicable Law, or (d) any order, writ, judgment, injunction, decree, determination or award of any court or governmental agency presently in effect applicable to such Party.

8.1.3 **Binding Agreement.** This Agreement is a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms and conditions.

8.1.4 **No Inconsistent Obligation.** It is not under any obligation, contractual or otherwise, to any Person that conflicts with or is inconsistent in any respect with the terms of this Agreement or that would impede the diligent and complete fulfillment of its obligations hereunder.

8.2 **Additional Representations of ImmunoGen.** ImmunoGen further represents and warrants to sanofi-aventis, as of the Effective Date, as follows:

8.2.1 **Licensed Patent Rights.** All Licensed Patent Rights existing as of the Effective Date are existing and, to ImmunoGen's knowledge, no such Licensed Patent Rights are invalid or unenforceable.

8.2.2 **Claims or Judgments.** There are no claims, judgment or settlements against ImmunoGen pending, or to ImmunoGen's knowledge, threatened, that invalidate or seek to invalidate the Licensed Patent Rights existing as of the Effective Date.

8.2.3 **Right to Technology.** ImmunoGen has the right to (a) use the Licensed Technology and Licensed Patent Rights existing as of the Effective Date as is necessary to fulfill its obligations under this Agreement; and (b) grant the licenses under the Licensed Patent Rights granted pursuant to this Agreement.

8.2.4 **No Infringement.** To ImmunoGen's knowledge, no Third Party is infringing, or threatening to infringe, the Licensed Patent Rights. To ImmunoGen's knowledge, the use of Licensed Patent Rights under this Agreement for the Development, manufacture, use or Commercialization of Licensed Products does not infringe the Patent Rights of any Third Party, nor has ImmunoGen received any written notice alleging such infringement.

8.2.5 **No Litigation.** To ImmunoGen's knowledge, there is no pending or threatened litigation that alleges that ImmunoGen's proposed activities under this Agreement would infringe or misappropriate any intellectual property rights of any Third Party.

8.3 **Covenant of ImmunoGen.** ImmunoGen agrees to use commercially reasonable efforts to maintain the right, to (a) use the Licensed Technology and Licensed Patent Rights existing as of the Effective Date as is necessary to fulfill its obligations under this Agreement; and (b) grant the licenses under the Licensed Patent Rights granted pursuant to this Agreement.

9. INDEMNIFICATION

9.1 **Indemnification of sanofi-aventis by ImmunoGen**. ImmunoGen shall indemnify, defend and hold harmless sanofi-aventis, its Affiliates, their respective directors, officers, employees and agents, and their respective successors, heirs and assigns (collectively, the "sanofi-aventis Indemnitees"), against all liabilities, damages, losses and expenses (including, without limitation, reasonable attorneys' fees and expenses of litigation) (collectively, "Losses") incurred by or imposed upon the sanofi-aventis Indemnitees, or any one of them, as a direct result of claims, suits, actions, demands or judgments of Third Parties, including without limitation personal injury and product liability claims and claims of suppliers and ImmunoGen employees (collectively, "Claims"), arising out of the material breach by ImmunoGen of this Agreement, except with respect to any Claim or Losses that result from a material breach of this Agreement by, or the gross negligence or willful misconduct of, sanofi-aventis, provided that, with respect to any Claim for which ImmunoGen has an obligation to any sanofi-aventis Indemnitee pursuant to this Section 9.1 and sanofi-aventis has an obligation to any ImmunoGen Indemnitee pursuant to Section 9.2, each Party shall indemnify each of the other Party's Indemnitees for its Losses to the extent of its responsibility, relative to the other Party, for the facts underlying the Claim.

9.2 **Indemnification of ImmunoGen by sanofi-aventis**. Sanofi-aventis shall indemnify, defend and hold harmless ImmunoGen, its Affiliates, their respective directors, officers, employees and agents, and their respective successors, heirs and assigns (the "ImmunoGen Indemnitees"), against any Losses incurred by or imposed upon the ImmunoGen Indemnitees, or any one of them, as a direct result of Claims arising out of (a) the material breach by sanofi-aventis of this Agreement; (b) the Development or Commercialization (including, without limitation, the production, manufacture, promotion, import, sale or use by any Person) of any Licensed Product by sanofi-aventis or any of its Affiliates, Sublicensees, distributors or agents, except with respect to any Claim or Losses that result from a breach of this Agreement by, or the gross negligence or willful misconduct of, ImmunoGen, provided that with respect to any Claim for which ImmunoGen has an obligation to any sanofi-aventis Indemnitee pursuant to Section 9.1 and sanofi-aventis has an obligation to any

ImmunoGen Indemnitee pursuant to this Section 9.2, each Party shall indemnify each of the other Party's Indemnitees for its Losses to the extent of its responsibility, relative to the other Party, for the facts underlying the Claim.

9.3 **Conditions to Indemnification**. A Person seeking recovery under this Article 9(the "Indemnified Party") in respect of a Claim shall give prompt notice of such Claim to the Party from which recovery is sought (the "Indemnifying Party") and, provided that the Indemnifying Party is not contesting its obligation under this Article 9, shall permit the Indemnifying Party to control any litigation relating to such Claim and the disposition of such Claim, provided that the Indemnifying Party shall (a) act reasonably and in good faith with respect to all matters relating to the settlement or disposition of such Claim as the settlement or disposition relates to such Indemnified Party and (b) not settle or otherwise resolve such claim without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed). Each Indemnified Party shall cooperate with the Indemnifying Party in its defense of any such Claim in all reasonable respectsand shall have the right to be present in person or through counsel at all legal proceedings with respect to such Claim.

9.4 **Warranty Disclaimer**. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT AND EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

9.5 **Limited Liability**. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES FOR (I) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST REVENUES, OR (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, WHETHER UNDER ANY CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY.

10. MISCELLANEOUS

10.1 **Notices**. All notices and communications shall be in writing and delivered personally or by courier or mailed via certified mail, return receipt requested, addressed as follows, or to such other address as may be designated from time to time:

If to sanofi-aventis:

sanofi-aventis U.S. Inc.
1041 Rt. 202-206
Bridgewater, NJ 08807
Attn: Head, US Alliances & Partnerships

With a copy to:

Attn: Head, US R&D Legal

If to ImmunoGen:

ImmunoGen, Inc.
128 Sidney Street
Cambridge, Massachusetts 02139
Attn: Chief Executive Officer

With a copy to:

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, PC
One Financial Center
Boston, Massachusetts 02111
Attention: [***] [***], Esq.
Tel: (617) 542-6000
Fax: (617) 542-2241

Except as otherwise expressly provided in this Agreement or mutually agreed in writing, any notice, communication or document (excluding payment) required to be given or made shall be deemed given or made and effective upon actual receipt or, if earlier, (a) three (3) business days after deposit with an internationally-recognized overnight express courier with changes prepaid, or (b) five (5) business days after mailed by certified, registered or regular mail, postage prepaid, in each case addressed to a Parties at its address stated above or to such other address as such Party may designate by written notice given in accordance with this Section 10.2.

10.2 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware (USA), without regard to the application of principles of conflicts of law.

10.3 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and permitted assigns.

10.4 **Headings**. Section and subsection headings are inserted for convenience of reference only and do not form a part of this Agreement.

10.5 **Counterparts**. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and both of which, together, shall constitute a single agreement.

10.6 **Amendment; Waiver**. This Agreement may be amended, modified, superseded or canceled, and any of the terms of this Agreement may be waived, only by a written instrument executed by each Party or, in the case of waiver, by the Party or Parties waiving compliance. The delay or failure of

either Party at any time or times to require performance of any provisions shall in no manner affect the rights at a later time to enforce the same. No waiver by either Party of any condition or of the breach of any term contained in this Agreement, whether by conduct, or otherwise, in any one or more instances, shall be deemed to be, or considered as, a further or continuing waiver of any such condition or of the breach of such term or any other term of this Agreement.

10.7 **No Third Party Beneficiaries**. Except as set forth in Sections 9.1 and 9.2, no Third Party (including, without limitation, employees of either Party) shall have or acquire any rights by reason of this Agreement.

10.8 **Purposes and Scope**. The Parties hereto understand and agree that this License Agreement is limited to the activities, rights and obligations as set forth in this Agreement. Nothing in this Agreement shall be construed (a) to create or imply a general partnership between the Parties, (b) to make either Party the agent of the other for any purpose, (c) to alter, amend, supersede or vitiate any other arrangements between the Parties with respect to any subject matters not covered hereunder, (d) to give either Party the right to bind the other, (e) to create any duties or obligations between the Parties except as expressly set forth herein, or (f) to grant any direct or implied licenses or any other right other than as expressly set forth herein.

10.9 **Assignment and Successors**. Neither this Agreement nor any obligation of a Party hereunder may be assigned by either Party without the consent of the other which shall not be unreasonably withheld, except that each Party may assign this Agreement and the rights, obligations and interests of such Party, in whole or in part, to any of its Affiliates, and to any Third Party purchaser of all of the capital stock of such Party or all or substantially all of its assets in the line of business to which this Agreement pertains or to any successor corporation resulting from any merger or consolidation of such Party with or into such corporation.

10.10 **Force Majeure Event**. Neither sanofi-aventis nor ImmunoGen shall be liable for failure of or delay in performing obligations set forth in this Agreement, and neither shall be deemed in breach of its obligations, if such failure or delay is due to a Force Majeure Event. In

event of such Force Majeure Event, the Party affected shall use reasonable efforts to cure or overcome the same and resume performance of its obligations hereunder.

10.11 **Interpretation**. The Parties hereto acknowledge and agree that each Party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision. In addition, unless a context otherwise requires, wherever used, the singular shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders and the word “or” is used in the inclusive sense (and/or).

10.12 **Integration; Severability**. This Agreement, the Collaboration Agreement and the Option and License Agreement are the entire agreements with respect to the subject matter hereof and supersede all other agreements and understandings between the Parties with respect to such subject matter. If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the Parties that the remainder of this Agreement shall not be affected.

10.13 **Further Assurances**. Each of ImmunoGen and sanofi-aventis agrees to duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including, without limitation, the filing of such additional assignments, agreements, documents and instruments, as the other Party may at any time and from time to time reasonably request in connection with this Agreement or to carry out more effectively the provisions and purposes of, or to better assure and confirm unto such other Party its rights and remedies under, this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

IMMUNOGEN, INC.

By: _____
Name: _____
Title: _____

SANOFI-AVENTIS U.S. LLC

By: _____
Name: _____
Title: _____

SANOFI-AVENTIS U.S. LLC

By: _____
Name: _____

Title: ______________________

Exhibit A

Licensed Target

Schedule 1

Licensed Patent Rights

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Schedule 1

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LICENSE AGREEMENT

This License Agreement (the "Agreement") is made effective as of July 22, 2005 (the "Effective Date") by and between GENENTECH, INC., a Delaware corporation having its principal business office at 1 DNA Way, South San Francisco, California 94080 ("GENENTECH"), and IMMUNOGEN, INC., a Massachusetts corporation with its principal place of business at 128 Sidney Street, Cambridge, Massachusetts 02139 ("IMMUNOGEN"). GENENTECH and IMMUNOGEN are each hereafter referred to individually as a "Party" and together as the "Parties".

WHEREAS, the Parties entered into the Heads of Agreement (defined below) pursuant to which IMMUNOGEN granted GENENTECH the right to obtain up to [***] exclusive options at any given time to obtain an exclusive license to use IMMUNOGEN's proprietary maytansinoid conjugation technology with certain proprietary antibodies of GENENTECH and other binding proteins relating thereto that bind to any antigen target selected by GENENTECH and determined by IMMUNOGEN to be available for licensing as described more fully in the Heads of Agreement; and

WHEREAS, pursuant to the Heads of Agreement, GENENTECH was granted an Exclusive Target Option (as defined in the Heads of Agreement) with respect to [***] and has exercised such Exclusive Target Option pursuant to the terms set forth in the Heads of Agreement, resulting in the grant of an exclusive license from IMMUNOGEN to GENENTECH on the terms set forth in the Heads of Agreement; and

WHEREAS, pursuant to the Heads of Agreement, the Parties have agreed to enter into an agreement setting forth the detailed terms of the exclusive license from IMMUNOGEN to GENENTECH.

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

1. DEFINITIONS

Whenever used in the Agreement with an initial capital letter, the terms defined in this Section 1 shall have the meanings specified.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Securities Exchange Act of 1934.

1.1. "**Adverse Event**" shall mean any untoward medical occurrence in a patient or subject who is administered a Licensed Product, whether or not considered related to the Licensed Product, including, without limitation, any undesirable sign (including abnormal laboratory findings of clinical concern), symptom or disease temporally associated with the use of such Licensed Product.

1.2. "**Affiliate**" shall mean any corporation, firm, limited liability company, partnership or other entity which directly or indirectly controls or is controlled by or is under common control with a Party to this Agreement. For purposes of this Section 1.2, "control" means ownership, directly or indirectly through one or more Affiliates, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, or status as a general partner in the case of any partnership, or any other arrangement whereby a Party controls or has the right to control the Board of Directors or equivalent governing body or management of a corporation or other entity.

1.3. "**Agreement**" shall mean this Agreement between the Parties, dated as of the Effective Date, including any exhibits, schedules or other attachments hereto and incorporated herein, as any of the foregoing may be validly amended from time to time. In the event of any inconsistency between the terms of this Agreement and the terms of any exhibits, schedules or other attachments incorporated herein, the terms of this Agreement shall govern unless the Parties expressly agree otherwise in writing.

1.4. "**Allocable Overhead**" shall mean overhead costs incurred by IMMUNOGEN attributable to IMMUNOGEN's supervisory services, occupancy costs, and its payroll, information systems, human relations, purchasing, accounts receivable or accounts payable functions which are allocated to company departments based on space occupied or headcount or another activity-based method, and shall include the "General Administrative Fee" as defined hereinbelow. For purposes of any given calculation of "Allocable Overhead" hereunder, the "General and Administrative Fee" shall equal [***] percent ([***]%) of the total amount of Allocable Overhead (as calculated before the inclusion of any such fee). However, "Allocable Overhead" shall not include any costs attributable to general corporate activities, executive management, investor relations, corporate communications, business development, legal affairs or finance.

1.5. **"[***]"** shall mean a protein that corresponds to GenPept Accession Number [***], or any variant or fragments thereof.

1.6. **"[***] Antibody**" shall mean any monoclonal antibodies Controlled by GENENTECH that bind to [***] and any other proteins binding to [***], and shall include, without limitation, any variants (including, without limitation, humanized versions), fragments (including, without limitation, single-chain versions) or derivatives of any of the foregoing.

1.7. "**[***] Product**" shall mean any product containing an anti-[***] monoclonal antibody conjugated to a MAY Compound.

1.8. **"Clinical Materials"** shall mean (a) supplies of ansamitocin P-3, and/or any other MAY Compound as manufactured in accordance with all applicable GMPs and other legal requirements and all applicable Specifications for such MAY Compound for use in human clinical testing, and (b) supplies

of any Licensed Product as manufactured in accordance with all applicable GMPs and other legal requirements and all applicable Specifications for such Licensed Product for use in human clinical testing of any Licensed Product.

1.9. **"Collaboration Committee"** shall mean the committee with representatives of each Party established as set forth in Section 3.4.

1.10. **"Combination Product**" shall mean any Licensed Product that contains, in addition to any conjugate of a [***] Antibody with any MAY Compound, one or more other ingredients that has biologic activity as a therapeutic agent when present alone.

1.11. **"Confidential Information"** shall have the meaning set forth in Section 5.1.

1.12. "**Control**" or "**Controlled**" shall mean, with respect to any Patent Rights or Technology (including, without limitation, any MAY Compound, [***] Antibody or other proprietary biologic material covered under this Agreement), the possession by a Party of the ability to grant a license or sublicense of such patent rights, know-how or other intellectual property and the rights thereto or to supply such compounds or materials as provided for in this Agreement without violating the terms of any arrangement or agreement between such Party and any Third Party.

1.13. "**Development**" and "**Develop**" shall mean, with respect to any Licensed Product, all activities with respect to such Licensed Product relating to research and development in connection with seeking, obtaining and/or maintaining any Regulatory Approval for such Licensed Product in the Field in the Territory, including without limitation, all pre-clinical

research and development activities, all human clinical studies, all activities relating to developing the ability to manufacture any Licensed Product or any component thereof (including, without limitation, process development work), and all other activities relating to seeking, obtaining and/or maintaining any Regulatory Approvals from the FDA and/or any Foreign Regulatory Authority.

1.14. "**Drug Approval Application**" shall mean any application for Regulatory Approval (including pricing and reimbursement approvals) required prior to any commercial sale or use of a Licensed Product in any country or jurisdiction in the Territory, including, without limitation, (a) any NDA or MAA filed with the FDA or any Foreign Regulatory Authority, and (b) any equivalent application filed with any Foreign Regulatory Authority for Regulatory Approval (including pricing and reimbursement approvals) required prior to any commercial sale or use of a Licensed Product in any country or jurisdiction in the Territory.

1.15. "**Effective Date**" shall mean the date first written above in the introductory paragraph to this Agreement.

1.16. "**FDA**" shall mean the United States Food and Drug Administration and any successor agency or authority thereto.

1.17. "**Field**" shall mean any and all human uses.

1.18. "**First Commercial Sale**" shall mean the date of the first commercial sale (other than for purposes of obtaining Regulatory Approval) of a Licensed Product by or on behalf of GENENTECH or any Sublicensee.

1.19. **"[***] Indication"** shall mean the [***] use permitted by the FDA or any Foreign Regulatory Authority in any Regulatory Approval of a given Licensed Product.

1.20. "**Foreign Regulatory Authority**" shall mean any applicable supranational, national, federal, state or local regulatory agency, department, bureau or other governmental entity of any country or jurisdiction in the Territory (other than the FDA in the United States), having responsibility in such country or jurisdiction for any Regulatory Approvals of any kind in such country or jurisdiction, and any successor agency or authority thereto.

1.21. "**Fully Burdened Manufacturing Cost**" shall mean, with respect to any Preclinical Materials or Clinical Materials produced by IMMUNOGEN for GENENTECH under this Agreement, the sum of the following components: (a) the costs of goods produced, as determined by IMMUNOGEN in accordance with generally accepted accounting principles in

the United States, consistently applied, including, without limitation, direct labor, material and product testing costs of such Preclinical Materials or Clinical Materials; (b) any Third Party royalty costs directly allocable to the manufacture or use of such Preclinical Materials or Clinical Materials; (c) all Allocable Overhead on the cost of goods under clause (a) above; and (d) any other costs borne by IMMUNOGEN, for the transport, customs clearance, duty, insurance and/or storage of such Preclinical Materials or Clinical Materials.

1.22. "**GENENTECH**" shall mean Genentech, Inc., a Delaware corporation, and its successors and permitted assigns under this Agreement.

1.23. "**GLPs**" shall mean all good laboratory practices under Title 21 of the United States Code of Federal Regulations, as amended from time to time.

1.24. "**GMPs**" shall mean all good manufacturing practices under Title 21 of the United States Code of Federal Regulations, as amended from time to time.

1.25. **"Heads of Agreement"** shall mean the Heads of Agreement, dated May 2, 2000, as amended, whereunder the Parties agreed upon the terms and conditions for a broader arrangement relating to the conjugation of a larger array of antibodies and binding proteins to maytansine derivatives such as DM1.

1.26. **"HER2 License Agreement"** shall mean that certain License Agreement dated as of May 2, 2000, as amended May 3, 2006, by and between the Parties with respect to the use of IMMUNOGEN's proprietary maytansinoid conjugation technology with GENENTECH's Anti-HER2 antibodies and other HER-2 binding proteins.

1.27. "**IMMUNOGEN**" shall mean ImmunoGen, Inc., a Massachusetts corporation, and its successors and permitted assigns under this Agreement.

1.28. "**IMMUNOGEN Field**" shall mean any and all uses other than any use that involves an antibody that binds to an antigen that is subject to an exclusive license from IMMUNOGEN under, or arising from, the Heads of Agreement or an antigen that is subject to an Exclusive Target Option under the Heads of Agreement, during the period that such exclusive license or Exclusive Target Option remains in effect.

1.29. "**Improvement**" shall mean: (a) improvements to any MAY Compound, (b) improvements to methods of making any MAY Compound, and (c) improvements to the conjugation process for making antibody-drug conjugates that include any MAY Compound (including, for example, reaction conditions or changes in process that create improvements in

the yield of such conjugate). "Improvement" excludes any and all of the following items ("GNE Exclusions"): (w) any improvement that is specific to any antibody-drug conjugates that bind to an antigen that is subject to an exclusive license from IMMUNOGEN under, or arising from, the Heads of Agreement or is subject to an Exclusive Target Option under the Heads of Agreement during the period that such exclusive license or Exclusive Target Option remains in effect; (x) improvements to [***] [***] [***] or [***] [***], or the [***] of [***] or [***] [***] of the foregoing; (y) improvements arising out of GENENTECH [***] or [***] activities (whether or not the associated [***] is the subject of a license or option to GENENTECH by IMMUNOGEN); or (z) the [***] or [***] of [***] [***] [***] (*i.e.*,the [***] or [***] of such [***] [***] (*e.g.*,the [***] of [***] or the [***] of [***] to [***]) and [***] the manner of [***] such [***] [***]) that binds to an antigen that is subject to an exclusive license from IMMUNOGEN under, or arising from, the Heads of Agreement or an antigen that is subject to an Exclusive Target Option under the Heads of Agreement, during the period that such exclusive license or Exclusive Target Option remains in effect.

1.30. "**IND**" shall mean an investigational new drug application (as defined in Title 21 of the United States Code of Federal Regulations, as amended from time to time) filed or to be filed with the FDA with regard to any Licensed Product.

1.31. "**Indemnitees**" and "**Indemnifying Party**" shall have the meanings set forth in Section 9.

1.32. "**Licensed Patent Rights**" shall mean any and all Patent Rights in the Field in the Territory which are Controlled by IMMUNOGEN as of the Effective Date or become Controlled by IMMUNOGEN during the Term, to the extent that any of the foregoing is necessary or useful for the Development, manufacture, use, import, export or sale of any Licensed Product (or any component thereof) in the Field in the Territory. The Licensed Patent Rights as of the Effective Date include, without limitation, the patents and patent applications set forth in the Existing License Agreement, as updated from time to time.

1.33. "**Licensed Product**" shall mean any product containing any conjugate of a [***] Antibody with any MAY Compound, and shall include, without limitation, any formulation thereof (including, without limitation, any lyophilized, liquid, sustained release or aerosolized formulation). "Licensed Product" shall also include any and all Combination Products (if any).

1.34. "**Licensed Technology**" shall mean any and all Technology which relates to the use of any Licensed Product in the Field in the Territory which is Controlled by IMMUNOGEN as of the Effective Date or becomes Controlled by IMMUNOGEN during the Term, to the extent that any of the foregoing relates to any Licensed Patent Rights or is necessary or useful for the Development, manufacture, use, import, export or sale of any Licensed Product in the Field in the Territory.

1.35. "**MAA**" shall mean an application filed with the relevant Foreign Regulatory Authority in Europe seeking Regulatory Approval to market and sell any Licensed Product in Europe or any country or territory therein for a particular indication within the Field.

1.36. "**MAY Compound**" shall mean any and all maytansinoid compounds (including, without limitation, maytansine, ansamitocin P-3 and DM1), whether produced by a botanical source, natural fermentation or chemical synthesis, and shall include, without limitation, all variants, fragments or derivatives of any of the foregoing, in each case owned or otherwise Controlled by IMMUNOGEN. MAY shall include, without limitation, that certain maytansine derivative known as "DM1" whose more specific chemical name is $N^{2'}$-deacetyl-$N^{2'}$-(3-mercapto-1-oxopropyl)-maytansine.

1.37. "**NDA**" shall mean a new drug application (as defined in Title 21 of the United States Code of Federal Regulations, as amended from time to time) filed with the FDA seeking Regulatory Approval to market and sell any Licensed Product in the United States for a particular indication within the Field.

1.38. "**Net Sales**" shall mean, as to each calendar quarter during the Term, the gross invoiced sales prices charged for all Licensed Products sold by GENENTECH or its Sublicensees to Third Parties throughout the Territory during such calendar quarter, less the following amounts incurred or paid by GENENTECH or its Sublicensees during such calendar quarter with respect to sales of Licensed Products regardless of the calendar quarter in which such sales were made:

(a) trade, cash and quantity discounts or rebates actually allowed or taken, including discounts or rebates to governmental or managed care organizations;

(b) credits or allowances actually given or made for rejection of or return of, and for uncollectible amounts on, previously sold Licensed Products or for retroactive price reductions (including Medicare and similar types of rebates);

(c) any charges for insurance, freight, and other transportation costs directly related to the delivery of Licensed Product to the extent included in the gross invoiced sales price;

(d) any tax, tariff, duty or governmental charge levied on the sales, transfer, transportation or delivery of a Licensed Product (including any tax such as a value added or similar tax or government charge) borne by the seller thereof, other than franchise or income tax of any kind whatsoever; and

(e) any import or export duties or their equivalent borne by the seller. "Net Sales" shall not include sales or transfers between GENENTECH and its Sublicensees, unless the Licensed Product is consumed by the Sublicensee.

1.39. "**Patent Rights**" shall mean the rights and interests in and to any and all issued patents and pending patent applications (including inventor's certificates and utility models) in any country or jurisdiction in the Territory, including any and all provisionals, non-provisionals, substitutions, continuations, continuations-in-part, divisionals and other continuing applications, supplementary protection certificates, renewals, and all letters patent on any of the foregoing, and any and all reissues, reexaminations, extensions, confirmations, registrations and patents of addition on any of the foregoing.

1.40. "**Phase II Clinical Study**" shall mean, as to a particular Licensed Product for a particular indication, a controlled and lawful study in humans of the safety, dose ranging and efficacy of such Licensed Product for such indication, which is prospectively designed to generate sufficient data (if successful) to commence a Phase III Clinical Trial of such Licensed Product for such indication.

1.41. **"Phase III Clinical Trial**" shall mean, as to a particular Licensed Product for a particular indication, a controlled and lawful study in humans of the safety and efficacy of such Licensed Product for such indication, which is prospectively designed to demonstrate statistically whether such Licensed Product is safe and effective for use in such indication in a manner sufficient to file an NDA to obtain Regulatory Approval to market and sell that Licensed Product in the United States for the indication under investigation in such study.

1.42. **"Phase III Equivalent Decision"** shall mean the date (if any) on which GENENTECH (or its Sublicensee) decides, based on notification and input from the FDA, that the data and results generated from the Phase II Clinical Studies of a Licensed Product for a

particular indication are sufficient, without any Phase III Clinical Trial of such Licensed Product for such indication, to support the filing of an NDA to obtain Regulatory Approval to market and sell that Licensed Product in the United States for the indication under investigation.

1.43. **"Preclinical Materials"** shall mean (a) supplies of ansamitocin P-3, DM1 and/or any other MAY Compound as manufactured in accordance with all applicable legal requirements and all applicable Specifications for such MAY Compound for use in preclinical testing, and (b) supplies of any Licensed Product as manufactured in accordance with all applicable legal requirements and all applicable Specifications for such Licensed Product for use in preclinical testing of any Licensed Product.

1.44. "**Regulatory Approval**" shall mean any and all approvals (including pricing and reimbursement approvals), product and establishment licenses, registrations or authorizations of any kind of the FDA or any Foreign Regulatory Authority necessary for the development, pre-clinical and/or human clinical testing, manufacture, quality testing, supply, use, storage, importation, export, transport, marketing and sale of a Licensed Product (or any component thereof) for use in the Field in any country or other jurisdiction in the Territory. "Regulatory Approval" shall include, without limitation, any NDA, MAA or other Drug Approval Application.

1.45. **"[***] Indication"** shall mean the [***] use permitted by the FDA or any Foreign Regulatory Authority in any Regulatory Approval of a given Licensed Product and with respect to which GENENTECH has made a [***] [***] [***] based on [***] [***] that such indication will [***] at least a $[***] [***] in [***] ([***]) [***] [***] [***] in the [***] [***].

1.46. "**Specifications**" shall mean any specifications agreed upon in writing by the Parties relating to the manufacturing and supply of any MAY Compound and/or Licensed Product hereunder.

1.47. "**Sublicensee**" shall have the meaning set forth in Section 2.2, and "**Material Sublicensee**" shall have the meaning set forth in Section 3.3.

1.48. "**Technology**" shall mean and include any and all unpatented proprietary ideas, inventions, discoveries, Confidential Information, biologic materials, data, results, formulae, designs, specifications, methods, processes, formulations, techniques, ideas, know-how, technical information (including, without limitation, structural and functional information), process information, pre-clinical information, clinical information, and any and all proprietary

biological, chemical, pharmacological, toxicological, pre-clinical, clinical, assay, control and manufacturing data and materials.

1.49. "**Term**" shall mean the period commencing on the Effective Date and continuing until the expiration or termination of this Agreement in accordance with the terms hereof (including Section 7).

1.50. "**Territory**" shall mean all countries and jurisdictions of the world.

1.51. **"[***] Indication"** shall mean the [***] use permitted by the FDA or any Foreign Regulatory Authority in any Regulatory Approval of a given Licensed Product and with respect to which GENENTECH has made a [***] [***] [***] based on [***] [***] that such indication will [***] at least [***] [***] in [***] ([***]) [***] [***] [***] in the [***] [***].

1.52. "**Third Party**" shall mean any entity other than GENENTECH, IMMUNOGEN and their respective Affiliates.

1.53. "**Third Party Payments**" shall have the meaning set forth in Section 4.2.2.

1.54. "**Valid Claim**" shall mean a claim in an issued, unexpired patent within the Licensed Patent Rights that (i) has not been finally cancelled, withdrawn, abandoned or rejected by any administrative agency or other body of competent jurisdiction, and (ii) has not been revoked, held invalid, or declared unpatentable or unenforceable in a decision of a court or other body of competent jurisdiction that is unappealable or unappealed within the time allowed for appeal, and (iii) has not been rendered unenforceable through disclaimer or otherwise, and (iv) is not lost through an interference proceeding.

2. GRANT OF RIGHTS

2.1. **License Grants**.

(a) License to GENENTECH. IMMUNOGEN hereby grants to GENENTECH an exclusive (even as to IMMUNOGEN) royalty-bearing license within the Territory, including the right to grant sublicenses as described in Section 2.2 below, under the Licensed Patent Rights and Licensed Technology, to Develop, have Developed, make, have made, use, have used, sell, have sold, offer for sale, import, have imported, export and have exported Licensed Products in the Field in the Territory, subject to the other terms and conditions of this Agreement.

(b) License to IMMUNOGEN. GENENTECH hereby grants to IMMUNOGEN a non-exclusive, royalty-free license (i) under GENENTECH's intellectual property interest in Improvements, to develop, make, use, sell, offer for sale, import, and export any product that is not a Licensed Product or a [***] Product, only within the IMMUNOGEN Field and subject to Section 2.3(b) below and the remaining terms of this Section 2.1(b); and (ii) also under GENENTECH's intellectual property interest in Improvements, to otherwise exploit Improvements for all uses within the IMMUNOGEN Field, subject to Section 2.3(b) below and the remaining terms of this Section 2.1(b). The foregoing license includes the right to sublicense the rights granted under this Section 2.1(b) only if all of the following three conditions (i), (ii) and (iii) are met:

(i) the sublicense is limited to the IMMUNOGEN Field;

(ii) the sublicense is granted only in connection with a license to IMMUNOGEN MAY Technology (where "**IMMUNOGEN MAY Technology**" means Technology Controlled by IMMUNOGEN and used in the conjugation of MAY Compounds to binding proteins), and the rights granted for IMMUNOGEN MAY Technology are of the same scope (*e.g.*, for the same product or technology and within the same field and the same territory) as the rights granted for GENENTECH's Improvements; and

(iii) GENENTECH obtains Substantially Similar Grant Back Rights without incurring an obligation to pay any additional consideration (either to IMMUNOGEN or to IMMUNOGEN's sublicensee). "**Substantially Similar Grant Back Rights**" means non-exclusive rights in and to that sublicensee's "improvements" (improvements to MAY Compounds, methods of making MAY Compounds, and methods of making antibody-drug conjugates) that are of substantially the same scope (*e.g.*, within the same field and the same territory) as the rights granted in and to Improvements under this Agreement. (GENENTECH may obtain such rights directly from IMMUNOGEN's sublicensee or indirectly through IMMUNOGEN; if GENENTECH obtains such rights from IMMUNOGEN, IMMUNOGEN may have obtained such rights under license or by transfer of ownership).

Nothing in this Agreement or the course of dealings between the Parties or usage or custom in the industry or trade shall be construed to confer any other rights or licenses to any other intellectual property Controlled by either Party or its Affiliates by implication, estoppel or

otherwise. GENENTECH has no obligation to [***] in any [***] [***] or [***] of [***] [***] to [***] or a [***] of [***] with respect to [***].

2.2 **Sublicenses**. GENENTECH shall have the right freely to grant sublicenses to all or any portion of its rights under the license rights granted pursuant to Section 2.1(a) hereof to any Affiliate or Third Party (in any case, a "**Sublicensee**"); provided, however, that (a) each such sublicense shall be consistent with the terms and conditions of this Agreement, and (b) GENENTECH shall remain obligated to ensure payment of all of its milestone and royalty obligations as set forth in Section 4 hereof.

2.3 **IMMUNOGEN Retained Rights and Covenants; GENENTECH Technology or Patent Rights**.

(a) Retained Rights. Subject to the other terms of this Agreement, including, without limitation, Section 2.3(b) hereof, IMMUNOGEN retains the right to use the Licensed Technology and practice the Licensed Patent Rights (i) to perform its work under Sections 3.3, 3.4, 3.5 and 3.6 hereof relating to the Collaboration Committee and to manufacture and supply Preclinical Materials and Clinical Materials for GENENTECH (and its Sublicensees), and (ii) to develop, have developed, make, have made, use, have used, sell have sold, offer for sale, import, have imported, export and have exported any product that is not a Licensed Product or a [***] Product, subject to Section 2.3(b) below.

(b) Covenants. It is hereby further agreed that (i) during the Term of this Agreement, IMMUNOGEN shall not Develop, have Developed, make, have made, use, have used, sell, have sold, offer for sale, import, have imported, export and have exported any [***] Product, which

restriction shall be [***] for [***] [***] [***] [***] [***] of this Agreement if, during a [***] [***] [***] [***] prior to expiration or termination of this Agreement, [***] is [***] or [***] with a [***] [***], if [***] is subject to a [***] of [***], or if this Agreement is [***] pursuant to [***] [***], and (ii) during the Term of this Agreement, and for [***] [***] [***] [***] (which [***] [***] [***] [***] shall not apply in connection with expiration of this Agreement under [***] [***] below or in connection with [***] [***] of this Agreement by [***] under [***] [***] below, but which shall apply in connection with any other [***] [***] of this Agreement, including by [***] under [***] [***] below), IMMUNOGEN shall not grant to

any Third Party any license or other right under any Patent Rights or Technology owned or Controlled by IMMUNOGEN to Develop, have Developed, make, have made, use, have used, sell, have sold, offer for sale, import, have imported, export and have exported, any [***] Product.

(c) No Rights to GENENTECH Technology or Patent Rights. Except for the license granted to IMMUNOGEN by GENENTECH in Section 2.1(b) above, nothing in this Section 2.3 or any other provision of this Agreement shall be construed as a grant to IMMUNOGEN of any license or other rights with respect to any Technology (including, without limitation, any Confidential Information) or Patent Rights owned or Controlled (in whole or in part) by GENENTECH.

3. DEVELOPMENT AND COMMERCIALIZATION OF LICENSED PRODUCTS.

3.1 **Development and Commercialization**.

(a) Responsibility. On and after the Effective Date, except as otherwise agreed in writing with respect to certain process development and manufacturing activities, GENENTECH shall have full control and authority over, and sole responsibility for, all Development and commercialization of Licensed Products in the Field in the Territory, including, without limitation, (i) all pre-clinical Development activities (including any pharmaceutical development work on formulations or process development relating to any Licensed Product), (ii) all activities related to human clinical trials (including any phase I clinical studies, any Phase II Clinical Studies or any Phase III Clinical Trials), (iii) all activities relating to manufacture and supply of [***] Antibodies, all MAY Compounds (including ansamitocin P-3 and DM1) and all Licensed Products, solely to the extent such activities relate to the development and commercialization of Licensed Products (including all required process development and scale up work with respect thereto), (iv) all marketing, promotion, sales, distribution, import and export activities relating to any Licensed Product (including any post-marketing trials or databases and post-marketing safety surveillance), and (v) all activities relating to any regulatory filings, registrations, applications and Regulatory Approvals relating to any of the foregoing (including any INDs or foreign equivalents, any manufacturing facility

validation and/or licensure, any Drug Approval Applications and any other Regulatory Approvals). Except as described in the next sentence, GENENTECH shall own all data, results and all other information arising from any such activities under this Agreement, including, without limitation, all regulatory filings, registrations, applications and Regulatory Approvals relating to Licensed Products (including any INDs or foreign equivalents, any Drug Approval Applications and any other Regulatory Approvals), and all of the foregoing information, documentation and materials shall be considered Confidential Information and Technology solely owned by GENENTECH. IMMUNOGEN shall own all data, results and all other information arising from IMMUNOGEN's activities relating to the manufacture and supply of MAY Compounds (including ansamitocin P-3 and DM1) to GENENTECH, and all of the foregoing information, documentation and materials shall be considered Confidential Information and Technology solely owned by IMMUNOGEN. All activities relating to Development and commercialization under this Agreement shall be undertaken at GENENTECH's sole cost and expense, except as otherwise expressly provided in this Agreement.

(b) Due Diligence. GENENTECH will exercise its commercially reasonable efforts and diligence in Developing and commercializing Licensed Products in accordance with its business, legal, medical and scientific judgment, and in undertaking investigations and actions required to obtain appropriate Regulatory Approvals necessary to market Licensed Products in the Field in the Territory, such reasonable efforts and diligence to be in accordance with the efforts and resources GENENTECH would use for a compound owned by it or to which it has rights, which is of similar market potential at a similar stage in development as the applicable Licensed Product, taking into account the competitiveness of the marketplace, the proprietary position of the Licensed Product, the relative potential safety and efficacy of the Licensed Product, the regulatory requirements involved in its Development, commercialization and Regulatory Approval,the cost of goods and availability of capacity to manufacture and supply the Licensed Product at commercial scale, the profitability of the applicable Licensed Product, and other relevant factors including, without limitation, technical, legal, scientific or medical factors. In the event that GENENTECH fails to use due diligence as required hereunder, then on a Licensed Product-by-Licensed Product and country-by-country basis as to the Licensed Product in the country in which GENENTECH has failed to use due diligence as required

hereunder, IMMUNOGEN's exclusive remedy shall be, in its sole discretion (i) to terminate the licenses granted under Section 2.1 this Agreement for breach under Section 7.2(a) below (including the notice and cure provisions therein) or (ii) to convert the licenses granted under Section 2.1 of this Agreement from exclusive licenses to non-exclusive licenses, in either case only as such licenses apply to such Licensed Product in such country, which termination or conversion, as the case may be, shall be effective upon expiration of the cure period specified in 7.2(a) below provided that such failure remains uncured upon such expiration.

3.2 **Updates and Reports; Exchanges of Adverse Event Information**.

(a) Updates and Reports. GENENTECH shall keep IMMUNOGEN informed of the progress of GENENTECH's efforts to Develop and commercialize Licensed Products in the Field in the Territory as provided in this Section 3.2(a). GENENTECH (or its Sublicensee) shall provide IMMUNOGEN with brief written reports as provided herein no less frequently than on each anniversary of the Effective Date during the Term (commencing with the first anniversary of the Effective Date). Such reports shall summarize GENENTECH's material efforts to Develop and commercialize all Licensed Products hereunder, identify the Drug Approval Applications with respect to any Licensed Product that GENENTECH and its Sublicensees have filed, sought or obtained in the prior twelve (12)-month period, and any they reasonably expect to make, seek or attempt to obtain in the following twelve (12)-month period. In addition, GENENTECH (or its Sublicensee) shall provide IMMUNOGEN with prompt written notice of the occurrence of any event giving rise to an obligation to make a milestone payment to IMMUNOGEN under Section 4.1, and shall provide IMMUNOGEN with prompt written notice of the occurrence of the First Commercial Sale of any particular Licensed Product. All such reports and notices shall be sent to the attention of IMMUNOGEN's designated representative, who shall be its Chief Executive Officer unless IMMUNOGEN otherwise notifies GENENTECH.

(b) Adverse Events. In addition to such reports, GENENTECH agrees to provide IMMUNOGEN with Adverse Event information and product complaint information relating to Licensed Products (but not relating to any other products of GENENTECH, including any antibody that may be included in a Licensed Product, to the extent that antibody is used in its "naked" form or in connection with a different effector molecule) as compiled and prepared by GENENTECH in the normal course of business in connection with the Development,

commercialization or sale of any Licensed Product, within time frames consistent with reporting obligations under applicable laws and regulations. To the extent it could reasonably apply or could reasonably be relevant to a Licensed Product, IMMUNOGEN agrees to provide GENENTECH with Adverse Event and product complaint information relating to any product containing any MAY Compound that is compiled and prepared by IMMUNOGEN or any Third Party in the normal course of business in connection with the development, commercialization or sale of any such product, within time frames consistent with reporting obligations under applicable laws and regulations; provided, however, that the foregoing shall not require IMMUNOGEN to violate any agreements with or confidentiality obligations owed to any Third Party. GENENTECH shall provide its Adverse Event and product complaint information hereunder to IMMUNOGEN's designated representative, who shall be its Chief Regulatory Officer unless IMMUNOGEN otherwise notifies GENENTECH. IMMUNOGEN shall provide its Adverse Event and product complaint information hereunder to GENENTECH's designated representative, who shall be the head of its Drug Safety group in GENENTECH'S Medical Affairs Department unless GENENTECH otherwise notifies IMMUNOGEN.

(c) Confidential Information. All reports, updates, Adverse Event, product complaint and other information provided by one Party to the other Party under this Agreement (including under this Section 3), shall be considered Confidential Information of the disclosing Party, subject to the terms of Section 5.

3.3 **Reasonable Assistance by IMMUNOGEN**. In connection with the exclusive grant of rights to GENENTECH under Section 2.1 above, and subject to the other terms of this Agreement, IMMUNOGEN shall provide GENENTECH (and any Sublicensee of GENENTECH with respect to all of GENENTECH's license rights hereunder to make or have made all Licensed Products or any particular Licensed Product(s) throughout the Territory or in a particular geographic region of the Territory, and/or all of GENENTECH's license rights hereunder to Develop or commercialize all Licensed Products or any particular Licensed Product(s) throughout the Territory or in a particular geographic region of the Territory (in any case, a "**Material Sublicensee**")) such information and materials comprising the Licensed Technology and/or Licensed Patent Rights as GENENTECH (or its Material Sublicensee) may reasonably request. Without limiting the generality of the foregoing, IMMUNOGEN shall

provide all of such technical assistance within IMMUNOGEN's area of expertise (or its subcontractors) concerning the Development and commercialization of Licensed Products as may be reasonably requested by GENENTECH (or its Material Sublicensee) from time to time during the Term, provided that such technical assistance and expertise is within the scope of the Licensed Technology and/or Licensed Patent Rights covered under this Agreement. Such technical assistance and expertise shall include, but not be limited to, visits by IMMUNOGEN personnel to GENENTECH and visits by GENENTECH to IMMUNOGEN (or its subcontractors), at GENENTECH's expense, at such times and for such periods of time as may be reasonably acceptable to the Parties. Without limiting the generality of the foregoing, within [***] ([***]) days after GENENTECH's reasonable written request, IMMUNOGEN shall deliver to GENENTECH a list or description of the documents and information that embody the Licensed Technology. GENENTECH will inform IMMUNOGEN which of those identified documents and information GENENTECH believes are reasonably related to its exercise of the license rights under this Agreement and, within [***] ([***]) days after that identification, IMMUNOGEN shall deliver to GENENTECH a copy of those documents and other information.

3.4 **Collaboration Committee**.

(a) Mandate of Committee. Promptly after the Effective Date, the Parties shall form a **"Collaboration Committee"** to serve as a forum for coordination and communication between the Parties with respect to activities related to Licensed Products for which the Parties agree there is a need for coordination and communication (including, without limitation, all process science and process development work, formulation work, and quality control/ assurance work hereunder), and to assist GENENTECH in its exercise of its rights to make or have made Licensed Products under this Agreement. Within [***] ([***]) days after the Effective Date, the Parties shall each nominate an equal number of representatives (which shall be no less than two (2) each) for membership on the Collaboration Committee. Each Party may change its representative(s) as it deems appropriate by notice to the other Party. The input of the IMMUNOGEN representatives on the Collaboration Committee shall be fully considered by the Collaboration Committee; provided, however, that all decisions of the Collaboration Committee shall be subject to final approval by GENENTECH.

(b) Chair of Committee; Meetings. The Parties hereby agree that (i) the chair of the Collaboration Committee shall be one of the GENENTECH representatives on the

Collaboration Committee, as designated by GENENTECH; provided, however, that [***] the [***] [***] [***] [***] after the Effective Date, the Collaboration Committee shall be [***] by a [***] [***] on the Collaboration Committee (as designated by [***]) and an [***] [***] on the Collaboration Committee (as designated by [***]); (ii) all decisions of the Collaboration Committee shall be subject to the approval of the GENENTECH chair (including [***] the [***] [***] there is a [***] [***] [***]); (iii) the Collaboration Committee shall meet on a semi-annual basis or other schedule agreed upon by the Parties, unless at least thirty (30) days in advance of any meeting the chair (or co-chairs during the first twelve (12) months) of the Collaboration Committee determine that there is no need for a meeting (in which instance, the next Collaboration Committee meeting shall also be scheduled as agreed upon by the Parties); (iv) the location of meetings of the Collaboration Committee shall alternate between IMMUNOGEN's offices in Massachusetts and GENENTECH's offices in California, unless otherwise agreed by the Parties and, as agreed upon by the Parties, Collaboration Committee meetings may be face-to-face or may be conducted through teleconferences and/or videoconferences. In addition to its Collaboration Committee representatives, each Party shall be entitled to have other employees attend such meetings to present and participate, though not in a decision-making capacity. Each Party shall bear all costs and expenses, including travel and lodging expense, that may be incurred by its Collaboration Committee representatives or other of its attendees at Collaboration Committee meetings, as a result of such meetings hereunder. Minutes of each Collaboration Committee meeting will be transcribed and issued to members of the Collaboration Committee by the chair (or the GENENTECH co-chair, as the case may be) within thirty (30) days after each meeting, and such minutes shall be reviewed and modified as mutually required to obtain approval of such minutes promptly thereafter.

3.5 **Supply of Preclinical Materials**. During the Term of this Agreement, IMMUNOGEN shall supply to GENENTECH (or its Material Sublicensee) with such quantities of Preclinical Materials as may be reasonably requested by GENENTECH (or its Material Sublicensee) in order to conduct all pre-clinical Development activities relating to Licensed Products. GENENTECH (or its Material Sublicensee) shall order all amounts of Preclinical Materials, and IMMUNOGEN shall deliver all such ordered amounts, in accordance with advance ordering timeframes and delivery timeframes to be agreed upon by the Parties through the Collaboration Committee. IMMUNOGEN shall use its commercially reasonable efforts to

deliver such amounts of Preclinical Materials ordered in accordance with the foregoing (including such agreed upon timeframes) in a timely manner. In connection with any ordering of Preclinical Materials by GENENTECH (or its Material Sublicensee), IMMUNOGEN shall provide GENENTECH (or its Material Sublicensee) promptly with IMMUNOGEN's good faith estimate of the Fully Burdened Manufacturing Cost for manufacture and supply of such Preclinical Materials. IMMUNOGEN's price to supply Preclinical Materials to GENENTECH (or its Material Sublicensee) shall equal [***]% of IMMUNOGEN's Fully Burdened Manufacturing Cost for such Preclinical Materials as approved by GENENTECH (or its Material Sublicensee). Nothing herein shall preclude GENENTECH from making its own arrangements for manufacture and supply of Preclinical Materials on its own or with Third Parties, in exercise of its license rights under Section 2.1. GENENTECH hereby agrees that (a) it shall not use the Preclinical Materials in any human subject, (b) it shall use the Preclinical Materials in compliance with all applicable federal, state and local laws and regulations, and (c) it (as a matter of contract between itself and IMMUNOGEN) shall assume all liability for damages that may arise from the use, storage and disposal of any Preclinical Materials to the extent provided pursuant to Section 9 below. GENENTECH shall be entitled to transfer Preclinical Materials to any Third Party under terms obligating such Third Party not to transfer or use such Preclinical Materials except in compliance with the foregoing clauses (a) and (b) of this Section 3.5.

3.6 **Supply of Clinical Materials.** During the Term of this Agreement, IMMUNOGEN shall supply to GENENTECH (or its Material Sublicensee) with such quantities of Clinical Materials as may be reasonably requested by GENENTECH (or its Material Sublicensee) in order to conduct all human clinical trials of Licensed Products through non-pivotal Phase II Clinical Studies. To the extent GENENTECH requests IMMUNOGEN to manufacture Clinical Materials as provided in the foregoing sentence, IMMUNOGEN and GENENTECH shall enter into separate supply and quality agreements detailing the terms of supply for any Clinical Materials that IMMUNOGEN is so requested to supply to GENENTECH for the purpose of conducting clinical trials. GENENTECH (or its Material Sublicensee) shall order all amounts of Clinical Materials, and IMMUNOGEN shall deliver all such ordered amounts, in accordance with forecasting parameters, advance ordering timeframes and delivery timeframes to be agreed upon by the Parties through the Collaboration Committee. IMMUNOGEN shall use its commercially reasonable efforts to deliver such amounts of Clinical

Materials ordered in accordance with the foregoing (including such agreed upon timeframes) in a timely manner. In connection with any ordering of Clinical Materials by GENENTECH (or its Material Sublicensee), IMMUNOGEN shall provide GENENTECH (or its Material Sublicensee) promptly with IMMUNOGEN's good faith estimate of the Fully Burdened Manufacturing Cost for manufacture and supply of such Clinical Materials. IMMUNOGEN's price to supply Clinical Materials to GENENTECH (or its Material Sublicensee) shall equal [***]% of IMMUNOGEN'S Fully Burdened Manufacturing Cost for such Clinical Materials as approved by GENENTECH (or its Material Sublicensee). Nothing herein shall preclude GENENTECH from making its own arrangements for manufacture and supply of Clinical Materials on its own or with Third Parties, in exercise of its license rights under Section 2.1. GENENTECH hereby agrees that (a) it shall use the Clinical Materials in compliance with all applicable federal, state and local laws, and (b) it (as a matter of contract between itself and IMMUNOGEN) shall [***] all [***] for [***] that may arise from the [***] [***] and [***] of such Clinical Materials to the extent provided pursuant to Section 9 below. GENENTECH shall be entitled to transfer Clinical Materials to any Third Party under terms obligating such Third Party not to transfer or use such Clinical Materials except in compliance with the foregoing clause (a) of this Section 3.6.

3.7 **Purchase of Equipment.** If, during the Term of this Agreement, IMMUNOGEN determines in good faith that it is necessary or advisable to purchase equipment or instruments in order to perform any of its obligations to manufacture Preclinical Materials and Clinical Materials under Sections 3.5 or 3.6 of this Agreement, then IMMUNOGEN shall provide the Collaboration Committee with written notice of such determination, along with the estimated price for such purchase and quality parameters for the equipment or instruments, for the Collaboration Committee's approval of such price and features. Promptly after the consummation of such purchase, assuming that the Collaboration Committee has provided its approval hereunder, IMMUNOGEN shall provide GENENTECH with a copy of the invoice or invoices reflecting such purchase, and GENENTECH shall reimburse IMMUNOGEN for the purchase of all such approved equipment hereunder within [***] ([***]) days of its receipt of such invoice from IMMUNOGEN; provided, however, that no costs reimbursed by GENENTECH hereunder (or depreciation of such purchased equipment or instruments) shall be includible or included within the calculation of any Fully Burdened Manufacturing Costs under this Agreement.

4. PAYMENTS AND ROYALTIES

4.1 **Milestone Payments for Licensed Products.**

4.1.1 Milestones. In consideration of the grant of the license by IMMUNOGEN hereunder, and subject to the other terms of this Agreement, GENENTECH will make the following nonrefundable, noncreditable (except as expressly provided in Section 4.1.2 below) payments to IMMUNOGEN, on the payment terms in Section 4.5:

[***] Milestones	**Milestone Payment**
Effective Date	$ 1 Million
[***] [***] for a [***] [***]	$ [***] [***]
[***] of [***] [***] [***] [***] in [***] [***] for a [***] [***]	$ [***] [***]
[***] of [***] of [***] [***] [***] [***] in [***] [***] for a [***] [***] or [***] [***] [***] for a [***] [***]	$ [***] [***]
[***] of [***] by the [***] for a [***] [***] for [***] [***]	$ [***] [***]
[***] of an [***] or other [***] [***] [***] in the [***] [***] for a [***] [***] for [***] [***]	$ [***] [***]
[***] of a [***] [***] [***] for a [***] [***] in [***] for [***] [***]	$ [***] [***]
[***] of [***] by the [***] for a [***] [***] for [***] [***]	$ [***] [***]
[***] of [***] by the [***] for a [***] [***] for a [***] [***]	$ [***] [***]

[***] Milestones	**Milestone Payment**
[***] [***] [***] [***] of [***] [***] greater than $[***] [***]	$ [***] [***]
[***] [***] [***] [***] of [***] [***] greater than $[***] [***]	$ [***] [***]

It is hereby acknowledged and agreed that any milestone payment shall be made only once, with respect to the first achievement of the relevant milestone for the first Licensed Product, regardless of how many times such milestones are achieved by Licensed Products and regardless of how many times a particular Licensed Product achieves such milestones. GENENTECH shall notify IMMUNOGEN of the achievement of milestones hereunder as provided in Section 3.2(a) above.

4.1.2 **[***] of [***] [***]**. GENENTECH shall be [***] to [***] its [***] [***] [***] (but not any [***] [***] [***]) [***] [***] [***] [***] to IMMUNOGEN only to the extent set forth in this Section 4.1.2. As to the Licensed Product with respect to which [***] [***] [***] are owed to IMMUNOGEN under this Section 4.1, GENENTECH shall be [***] to [***] [***] [***] ([***]%) of each such [***] [***] made with respect to such Licensed Product hereunder [***] [***] [***] to IMMUNOGEN hereunder with respect to such Licensed Product, but (a) only if prior to the date of such [***] [***], GENENTECH (or its Sublicensee) has modified such Licensed Product such that it would not (even in the absence of the license under this Agreement) [***] a [***] [***] within the Licensed Patent Rights in the United States (excluding any Patent Rights [***] [***] by [***] and [***]), and (b) only if such modification was undertaken (i) to address a [***] [***] or [***] with respect to such Licensed Product or its Development, manufacture, use or sale, (ii) to obtain a [***] [***] in the toxicity, safety or efficacy profile of such Licensed Product, or (iii) to obtain a [***] [***] in the ability to make or have made such Licensed Product (or any component thereof).

4.2 **Payment of Royalties; Royalty Rates; Accounting for Royalties and Records**.

4.2.1 **Royalty Payments**. In consideration of the grant of the license by IMMUNOGEN hereunder, and subject to the other terms of this Agreement (including the remainder of this Section 4), commencing on the first date of First Commercial Sale of Licensed Products in such country or jurisdiction in the Territory, GENENTECH shall pay to IMMUNOGEN the following royalties based on total Net Sales of all Licensed Products sold by GENENTECH and/or its Sublicensees, on an incremental basis in each calendar year during the Term, at the following rates in [***] of the [***] [***] [***] [***]:

For Net Sales of a Licensed Product
[***] [***] [***] in any Calendar Year

During the Term:	**Royalty Rate (% of Net Sales)**
Above $[***] and up to $[***] [***]	[***]%
Above $[***] [***]	[***]%

For Net Sales of a Licensed Product
[***] [***] [***] in any Calendar Year

During the Term:	**Royalty Rate (% of Net Sales)**
Above $[***] and up to $[***] [***]	[***]%
Above $[***] [***]	[***]%

By way of example only, if during the Term a Licensed Product achieved total Net Sales in a given calendar of $[***] [***], the applicable royalty rate would be [***]% of Net Sales for Net Sales up to $[***] [***], and [***]% of Net Sales for Net Sales over $[***] [***].

4.2.2 **Third Party Royalty Offset**. Subject to the other terms of this Agreement, on a country-by-country basis, the royalties otherwise due and payable by GENENTECH under Section 4.2.1 above (but not the royalties otherwise due and payable by GENENTECH under Section 4.2.3(a) or (b) below) shall be reduced as provided in this Section 4.2.2:

(a) GENENTECH Process Development. Consistent with GENENTECH'S due diligence obligations under this Agreement, GENENTECH agrees to exercise due diligence to attempt to Develop a commercially viable manufacturing process relating to the manufacture and supply of Licensed Products. For purposes of this Agreement, GENENTECH shall

determine in good faith the commercial viability of any such manufacturing process that is Developed hereunder, taking into account, without limitation, the following factors relevant thereto: the consistency and reproducibility of the process itself; the consistency, reproducibility, safety and efficacy of the resulting conjugated Licensed Products; any regulatory issues; the availability of capacity; the cost of goods and other components of Fully Burdened Manufacturing Cost as applied to such process and to the overall manufacture and supply of Licensed Products; the overall profitability of the Licensed Products; and the ability to produce at commercial scale quantities.

(b) Partial Offset. If GENENTECH is not able to Develop such a commercially viable manufacturing process after exercising due diligence as required hereunder, GENENTECH may elect to license a manufacturing process from a Third Party, and in that event GENENTECH shall be entitled to offset up to [***] percent ([***]%) of any Third Party Payments it makes in connection with any license providing rights to any such manufacturing process against the royalties due to IMMUNOGEN pursuant to Section 4.2.1 above, subject to the clause (d) of this Section 4.2.2. GENENTECH shall not be entitled to the offset under this clause (b) if it fails to exercise due diligence as required hereunder.

(c) Full Offset. If GENENTECH determines in good faith that it is necessary, in order to exploit the license granted to it under Section 2.1 of this Agreement in any country, to make royalty payments to any Third Party ("**Third Party Payments**") under any license agreement that GENENTECH determines, in good faith, is necessary in connection with the Development, manufacture, use or sale of any MAY Compound, the linker of any MAY Compound to a [***] Antibody, and/or the conjugation of a [***] Antibody to any MAY Compound (including, without limitation, DM1) as part of any Licensed Product, then in any such case the royalties due to IMMUNOGEN pursuant to Section 4.2.1 above for such Licensed Product shall be reduced by [***] [***] [***] of such Third Party Payments, subject to the limitations set forth in clause (d) of this Section 4.2.2. If GENENTECH elects to take any such license agreement as described herein without having first determined that it is necessary (as determined by GENENTECH in good faith) in order to exploit the license granted to it under Section 2.1 of this Agreement in any country, then GENENTECH shall not be entitled to the offset under this clause (c). If IMMUNOGEN in good faith disputes GENENTECH's

determination hereunder, the Parties shall submit the matter promptly to IMMUNOGEN'S Chief Executive Officer and a designated officer of GENENTECH with settlement authority.

(d) Limitations on Offsets. The royalty offset in Section 4.2.2(c) above is separate and cumulative to the royalty offset under Section 4.2.2(b) above, but each is subject to the limitations set forth in this Section 4.2.2(d) as follows. No royalty reductions under this Section 4.2.2, alone or in the aggregate, shall reduce the royalty (if any) for any Licensed Product in any country payable pursuant to Section 4.2.1 aboveby more than [***] percent ([***]%) of the royalties otherwise owed to IMMUNOGEN thereunder, nor reduce such royalty for such Licensed Product in any such country to less than [***] percent ([***]%) of Net Sales of such Licensed Product in such country.

4.2.3 **[***] [***] [***] and [***] [***].**

(a) Notwithstanding anything set forth in [***] [***] above, the [***] [***] set forth therein shall apply, on a [***] and [***] [***] [***] basis, to [***] [***] of [***] [***] [***] [***] [***] [***] [***] or its [***], [***] or [***] in [***] [***] would, [***] for the [***] under this Agreement, [***] a [***] [***] [***] the [***] [***] [***] (excluding any [***] [***] [***] [***] by [***] and [***]). Subject to the other terms of this Agreement (except for Section 4.2.2 above, which shall not apply), on a [***] and [***] [***] [***] [***] where and as of when the [***] [***] under Section 4.2.1 [***] [***] [***] as a [***] of this Section 4.2.3, GENENTECH shall [***] to IMMUNOGEN a [***] [***] to [***] [***] ([***]%) of [***] [***] [***] of [***] [***] [***] [***] by [***] and/or its [***] in [***] [***].

(b) [***].[***]. Notwithstanding anything set forth in [***] [***] above, the [***] [***] set forth in [***] [***] above shall no longer apply, on a [***] basis, on and after the [***] on which any [***] [***] [***] [***] [***] to [***] and [***] in a [***] any [***] [***]. Subject to the other terms of this Agreement (except for [***] [***], which shall not apply), on a [***] basis where the [***] [***] under [***] do not apply as a result of this [***], [***] on the [***] of such [***] [***] of [***] [***] [***] in such [***], [***] shall [***] and [***] to [***] a [***] equal to [***] [***] ([***]%) of [***] [***] [***] of all [***] [***] [***] by [***] and/or its [***] in [***] [***]; provided, however, that if the [***] [***] is [***] from the [***] in [***] [***], then this [***] shall no longer apply and [***] shall [***] [***] [***] the [***] [***] set forth in [***] [***] on a [***] basis [***] on the [***] of [***] [***].

4.2.4 **Combination Products**. In determining Net Sales of any Combination Products under this Agreement, Net Sales shall first be calculated in accordance with the definition of "Net Sales" above, then multiplied by the percentage value of the Licensed Product contained in the Combination Product, such percentage value being the quotient obtained by dividing the current market price of the Licensed Product by the sum of the separate current market price of the Licensed Product and other ingredients which are therapeutically active contained in the Combination Product. The current market price of each therapeutically active ingredient and of the Licensed Product shall be for a quantity comparable to that contained in the Combination Product and of the same class, purity and potency. When no current market price is available for any therapeutically active ingredient or for the Licensed Product, GENENTECH shall calculate in good faith a hypothetical market price with respect to the Combination Product, allocating the same proportions of costs, overhead and profit as are then allocated to all similar substances then being made and marketed by GENENTECH and having an ascertainable market price; provided, however, that if IMMUNOGEN in good faith disputes GENENTECH's calculation, the Parties shall submit the matter promptly to IMMUNOGEN'S Chief Executive Officer and a designated officer of GENENTECH with settlement authority.

4.3 **One Royalty**. Only one royalty, calculated at the highest applicable royalty rate under this Section 4, shall be payable to IMMUNOGEN hereunder for each sale of a Licensed Product.

4.4 **Royalty Term**. GENENTECH shall pay royalties with respect to each Licensed Product on a country-by-country and Licensed Product-by-Licensed Product basis until the later of (a) ten (10) years from the First Commercial Sale of such Licensed Product in such country and (b) the expiration of the last to expire Valid Claim of the Licensed Patent Rights covering the Licensed Product in such country. Following such royalty term, GENENTECH shall have a fully paid-up, irrevocable, freely transferable and sublicensable license in such country under the relevant Licensed Patent Rights and Licensed Technology, to Develop, have Developed, make, have made, use, have used, sell, have sold, offer for sale, import and have imported such Licensed Product in such country.

4.5 **Payment Terms**.

(a) Payment of Milestones; Payment of Royalties; Royalty Reports. All [***] Milestone payments shall be made within [***] ([***]) days after the first achievement of each

of the [***] Milestones described above. All [***] Milestones payments shall be paid no later than the [***] of the [***] [***] [***] of the [***] [***] following the [***] [***] in which the applicable [***] Milestone is achieved, including in any circumstance in which [***] [***] Milestones are achieved in the [***] [***] [***]. Subject to the other terms of this Agreement (including Section 4.1 above), GENENTECH shall make any milestone payments owed to IMMUNOGEN hereunder in United States Dollars, using the wire transfer provisions of this Section 4.4. Subject to the other terms of this Agreement (including Sections 4.2, 4.3 and 4.4 above), GENENTECH shall make any royalty payments owed to IMMUNOGEN in United States Dollars, quarterly within [***] ([***]) days following the end of each calendar quarter for which such royalties are deemed to occur (as provided in the next sentence), using the wire transfer provisions of this Section 4.5. For purposes of determining when a sale of any Licensed Product occurs under this Agreement, the sale shall be deemed to occur on the earlier of (i) the date the Licensed Product is [***] or (ii) the date of the [***] [***] the [***] of the Licensed Product. Each royalty payment shall be accompanied by a report for each country in the Territory in which sales of Licensed Products occurred in the calendar quarter covered by such statement, specifying: the gross sales (if available) and Net Sales in each country's currency; the applicable royalty rate under this Agreement; the royalties payable in each country's currency, including an accounting of deductions taken in the calculation of Net Sales; the applicable exchange rate to convert from each country's currency to United States Dollars under this Section 4.5; and the royalties payable in United States Dollars.

(b) Foreign Currency Exchange. All royalties shall be payable in full in the United States in United States Dollars, regardless of the countries in which sales are made. For the purpose of computing Net Sales for Licensed Products sold in any currency other than United States Dollars, the quarterly royalty payment will be calculated as follows:

(A/B) x C = United States Dollars royalty payment on foreign current sales, where

A = foreign current "Net Sales" (as defined above) per quarter;

B = foreign exchange conversion rate, expressed in local currency per United States Dollar (using as the applicable foreign exchange rate the average of the rate published in the [***] [***] of the [***] [***] [***], [***] [***] [***] [***] [***] [***] [***], for the [***] [***] [***] of the calendar quarter); and

C = the royalty rate applicable to such Net Sales under this Agreement.

(c) Tax Withholding; Restrictions on Payment**.** All payments hereunder shall be made free and clear of any taxes, duties, levies, fees or charges, except for withholding taxes (to the extent applicable). GENENTECH shall make any applicable withholding payments due on behalf of IMMUNOGEN and shall promptly provide IMMUNOGEN with written documentation of any such payment sufficient to satisfy the requirements of the United States Internal Revenue Service relating to an application by IMMUNOGEN for a foreign tax credit for such payment. If by law, regulations or fiscal policy of a particular country in the Territory, remittance of royalties in United States Dollars is restricted or forbidden, written notice thereof shall promptly be given to IMMUNOGEN, and payment of the royalty shall be made by the deposit thereof in local currency to the credit of IMMUNOGEN in a recognized banking institution designated by IMMUNOGEN by written notice to GENENTECH. When in any country in the Territory the law or regulations prohibit both the transmittal and the deposit of royalties on sales in such country, royalty payments shall be suspended for as long a such prohibition is in effect and as soon as such prohibition ceases to be in effect, all royalties that GENENTECH would have been under an obligation to transmit or deposit but for the prohibition shall forthwith be deposited or transmitted, to the extent allowable.

(d) Wire Transfers. All payments hereunder shall be made to IMMUNOGEN by bank wire transfer in immediately available funds to the account designated by IMMUNOGEN by written notice to GENENTECH from time to time.

4.6 **Overdue Royalties**. Subject to the other terms of this Agreement, royalties not paid within the time period set forth in this Section 4 shall bear interest at a rate of [***] percent ([***]%) per month from the due date until paid in full.

4.7 **Records Retention; Review.**

(a) Royalties. Commencing as of the date of First Commercial Sale of the first Licensed Product, GENENTECH and its Sublicensees shall keep for at least [***] ([***]) years from the end of the calendar year to which they pertain complete and accurate records of sales by GENENTECH or its Sublicensees, as the case may be, of each Licensed Product, in sufficient detail to allow the accuracy of the royalties to be confirmed.

(b) Fully Burdened Manufacturing Costs. Commencing as of the Effective Date, IMMUNOGEN shall keep for at least [***] ([***]) years following the end of the calendar year to which they pertain complete and accurate records of all of IMMUNOGEN's Fully

Burdened Manufacturing Costs for Preclinical Materials and Clinical Materials supplied to GENENTECH (or its Sublicensee) hereunder, in sufficient detail to allow the accuracy of the Fully Burdened Manufacturing Costs to be confirmed.

(c) Review. Subject to the other terms of this Section 4.7(c), at the request of either Party, upon at least [***] ([***]) business days' prior written notice from the requesting Party, and at the expense of the requesting Party (except as otherwise provided herein), the other Party shall permit an independent certified public accountant reasonably selected by the requesting Party and reasonably acceptable to the other Party to inspect (during regular business hours) the relevant records required to be maintained by the other Party under this Section 4.7. At IMMUNOGEN's request (which shall not be made more frequently than once per year during the Term), the accountant shall be entitled to review the then-preceding [***] ([***]) years of GENENTECH's records under this Section 4.7 for purposes of verifying GENENTECH's royalty calculations. At GENENTECH's request (which shall not be made more frequently than once per year during the Term), the accountant shall be entitled to review the then-preceding [***] ([***]) years of IMMUNOGEN's records under this Section 4.7 for purposes of verifying IMMUNOGEN's Fully Burdened Manufacturing Cost calculations. In every case the accountant must have previously entered into a confidentiality agreement with both Parties substantially similar to the provisions of Section 4 and limiting the disclosure and use of such information by such accountant to authorized representatives of the Parties and the purposes germane to this Section 4.7. Results of any such review shall be made available to both Parties and shall be binding on both Parties. Each Party agrees to treat the results of any such accountant's review of the other Party's records under this Section 4.7 as Confidential Information of the other Party subject to the terms of Section 5. If any review reveals a deficiency in the calculation of royalties resulting from any underpayment by GENENTECH, GENENTECH shall promptly pay IMMUNOGEN the amount remaining to be paid (plus interest thereon at the rate provided in Section 4.6 above), and if such underpayment is by [***] percent ([***]%) or more, GENENTECH shall pay all costs and expenses of the review. If any review reveals a deficiency in the calculation of Fully Burdened Manufacturing Costs resulting from any overpayment by GENENTECH, IMMUNOGEN shall promptly refund GENENTECH the amount of any such overpayment (plus interest thereon at the rate provided in Section 4.6 above), and if such

overpayment is by [***] percent ([***]%) or more, IMMUNOGEN shall pay all costs and expenses of the review.

5. TREATMENT OF CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** During the Term, in the course of performance of this Agreement, each Party may disclose to the other Party proprietary technical and business information of the disclosing Party, including techniques, data, inventions, practices, methods, knowledge, know-how, test data and results (including from pre-clinical and/or human clinical testing), analytical and quality control data, cost, sales, manufacturing, patent data and any other information disclosed hereunder. Such information of the disclosing Party hereunder, if so identified in writing by the disclosing Party to the receiving Party either pursuant to this Section 5.1 or otherwise upon disclosure to the receiving Party, shall be considered "Confidential Information" of the disclosing Party. Each Party agrees that it will take the same commercially reasonable steps to protect the confidentiality of other Party's Confidential Information as it takes to protect its own proprietary and confidential information. For a period of [***] ([***]) years after the receipt of any such Confidential Information from the disclosing Party hereunder, subject to the terms of this Section 5, the receiving Party shall keep confidential and not disclose (by publication or otherwise) such Confidential Information of the other Party, and shall not use, publish or otherwise disclose Confidential Information of the other Party for any purpose other than those contemplated by this Agreement (including as reasonably necessary to exercise any rights or perform any obligations under this Agreement). Notwithstanding the foregoing, it is understood and agreed that the receiving Party's obligations of confidentiality and non-use herein shall not apply to the extent that it can be established by competent written records that any such information:

(a) is, at the time of disclosure by the disclosing Party hereunder, or thereafter becomes, a part of the public domain or publicly known or available, other than through any act or omission of the receiving Party in breach of its obligations under this Section 5; or

(b) was known to the receiving Party at the time of disclosure to it by the disclosing Party; or

(c) is, at the time of disclosure by the disclosing Party hereunder, or thereafter becomes, known to the receiving Party from a source that had a lawful right to disclose such information to others; or

(d) was independently developed by the receiving Party without use or reference to any Confidential Information of the disclosing Party.

5.2 **Permitted Disclosures; Publications**.

(a) Permitted Disclosures. Each Party shall be entitled to disclose Confidential Information of the other Party to employees of the receiving Party, provided that such employees are already bound by obligations of confidentiality to their employer, and also to Affiliates, consultants, agents and Third Parties for any purpose provided for in this Agreement, provided that any such Affiliate, consultant, agent or other Third Party has first agreed in writing to confidentiality restrictions and obligations at least as protective as this Section 5, in each case for any purpose contemplated by this Agreement (including as reasonably necessary to exercise any rights or perform any obligations under this Agreement).

(b) Review of Publications. Each Party shall consult with the other Party prior to the submission of any manuscript for publication if the publication will contain any Confidential Information of the other Party, unless the applicable laws and regulations prohibit such consultation. Such consultation shall include providing a copy of the proposed manuscript to the other Party at least [***] ([***]) days prior to the proposed date of submission to a publisher, incorporating appropriate changes proposed by the other Party regarding its Confidential Information into the manuscript submission and deleting all Confidential Information of the other Party as it may request; provided, however, that the other Party's review hereunder shall be deemed completed at the end of such [***] ([***])-day period.

(c) Other Permitted Disclosures. Notwithstanding the foregoing, Confidential Information of either Party may be disclosed by the other Party to the extent such disclosure is reasonably necessary for filing or prosecuting patent applications or maintaining patents, prosecuting or defending litigation, enforcing rights and/or obligations under this Agreement, complying with applicable laws, regulations or court order or conducting pre-clinical or human clinical testing of Licensed Products; provided, that, if a Party is required by applicable law, regulation or court order to make such disclosure of the other Party's Confidential Information, [***] of such other Party's Confidential Information required to be disclosed.

5.3 **Use of Names; Press Releases**.

(a) Use of Names. A Party may not use the name of the other Party (or any trademarks or tradenames of the other Party) in any press release or any other publicity or advertising without the prior written consent of the other Party.

(b) Press Releases. Except as provided in Sections 5.1 and 5.2 above, a Party may not issue a press release or otherwise publicize or disclose any information related to this Agreement or the terms or conditions hereof, without the prior written consent of the other Party. Once any written text is approved for disclosure by both Parties as provided herein, either Party may make subsequent or repeated public disclosures of the contents thereof [***] the [***] [***] of the other Party, so long as such subsequent disclosures continue to be correct and presented in appropriate context. Nothing in the foregoing, however, shall prohibit a Party from making such disclosures regarding this Agreement or the terms thereof to the extent deemed necessary under applicable federal or state securities laws or any rule or regulation of any nationally recognized securities exchange, subject to the terms of Section 5.2 above regarding disclosures required to comply with applicable laws, regulations or court order.

5.4 **Integration; Survival**. As to the subject matter of this Agreement, this Section 5 supersedes any confidential disclosure agreements between the Parties. Section 5 shall survive termination or expiration of this Agreement.

6. PROVISIONS CONCERNING THE FILING, PROSECUTION AND MAINTENANCE OF PATENT RIGHTS

6.1 **Ownership of Intellectual Property**.

(a) Sole Inventions. IMMUNOGEN shall own all inventions (whether or not patentable) made during the course of and pursuant to activities carried out under this Agreement solely by employees of or agents or others obligated to assign inventions to IMMUNOGEN. GENENTECH shall own all inventions (whether or not patentable) made during the course of and pursuant to activities carried out under this Agreement solely by employees of or agents or others obligated to assign inventions to GENENTECH. The Party solely owning any inventions hereunder shall be the sole owner of any inventorship certificate(s), patent application(s) and patent(s) thereon. All determinations of inventive contribution shall be as determined by United States laws of inventorship. Subject to the terms of Section 6.2 below relating to IMMUNOGEN sole inventions, the Party solely owning an invention hereunder will be solely responsible, at its

own cost and expense and in its sole discretion, for the filing, prosecution and maintenance of any inventorship certificate(s), patent application(s) and patent(s) thereon.

(b) Joint Inventions. Inventions made during the course of and pursuant to activities carried out under this Agreement jointly by employees of or agents of or others obligated to assign inventions to IMMUNOGEN and GENENTECH shall be jointly owned by IMMUNOGEN and GENENTECH. All determinations of inventive contribution shall be as determined by United States laws of inventorship. The Parties shall also jointly own any inventorship certificate(s), patent application(s) and patent(s) on any joint inventions hereunder. The terms of Section 6.2 below relating to joint inventions shall apply to any inventorship certificate(s), patent application(s) and patent(s) thereon.

(c) Disclosure. As regards any IMMUNOGEN sole or joint invention hereunder or any GENENTECH joint inventions hereunder, each Party shall provide to the other Party any invention disclosure made during the course of performance of this Agreement and relating to activities carried out hereunder within [***] ([***]) days after such Party receives such disclosure from its employees, agents or others obligated to assign inventions to such Party.

(d) Other Agreements. An invention made during the course of and pursuant to other agreements between the Parties, including agreements related to process development or manufacturing, will be considered to be made under that separate agreement and not under this Agreement.

6.2 **Patent Filing, Prosecution and Maintenance**.

(a) Sole IMMUNOGEN Inventions. Subject to the other terms of this Section 6.2(a) and Section 6.2(b), IMMUNOGEN shall have the right to prepare, file, prosecute, obtain and maintain, at its sole cost and expense, all Licensed Patent Rights. IMMUNOGEN agrees that with respect to such Licensed Patent Rights licensed exclusively to GENENTECH hereunder, (i) any such preparation, filing, prosecution and maintenance shall be conducted with commercially reasonable diligence by IMMUNOGEN, using patent counsel selected by IMMUNOGEN and reasonably acceptable to GENENTECH. In any case IMMUNOGEN (i) will provide GENENTECH with a copy of any proposed patent application covering any such Licensed Patent Rights for review and comment reasonably in advance of filing (which shall under no circumstances be in excess of [***] ([***]) days), and (ii) will keep GENENTECH reasonably informed of the status of such filing, prosecution and maintenance, including, without limitation,

(A) by providing GENENTECH with copies of all communications received from or filed in patent office(s) with respect to such filing, and (B) by providing GENENTECH, a reasonable time prior to taking or failing to take any action that would affect the scope or validity of any such of any such filing (including the substantially narrowing, cancellation or abandonment of any claim(s) without retaining the right to pursue such subject matter in a separate application, or the failure to file or perfect the filing of any claim(s) in any country), with prior written notice of such proposed action or inaction so that GENENTECH has a reasonable opportunity to review and comment. Any application for extension of Licensed Patent Rights in the Territory due to delays in regulatory review with respect to any Licensed Product shall be filed only upon mutual written agreement of the Parties. If IMMUNOGEN fails to undertake the filing(s) of any patent application with respect to any invention under such Licensed Patent Rights within [***] ([***]) days after receipt of written notice from GENENTECH that GENENTECH believes filing of such an application by IMMUNOGEN is appropriate, GENENTECH may undertake such filing(s) at its own expense, in which case IMMUNOGEN will assign all of its rights to such invention to GENENTECH and any subsequently issued patent thereon will be owned solely by GENENTECH.

(b) Joint Inventions. As regards any joint invention by the Parties hereunder, the Party from whom the majority of the data underlying any such joint invention arose (the “controlling Party”) will have the first right, but not the obligation, to undertake filing(s), prosecution and maintenance of inventorship certificate(s), patent application(s) and patent(s) thereon. In connection with any such filing(s), the filing Party will use patent counsel mutually acceptable to each Party (in its reasonable determination) and the Parties will, prior to filing of the patent application, agree on mutually acceptable sharing of the costs and expenses of such filing(s), prosecution and maintenance. In any case the filing Party (i) will provide the non-controlling Party with a copy of any such proposed patent application for review and comment reasonably in advance of filing, and (ii) will keep the non-controlling Party reasonably informed of the status of such filing, prosecution and maintenance, including, without limitation, (A) by providing the non-controlling Party with copies of all communications received from or filed in patent office(s) with respect to such filing, and (B) by providing the non-controlling Party, a reasonable time prior to taking or failing to take any action that would affect the scope or validity of any such filing (including the substantially narrowing, cancellation or abandonment of any

claim(s) without retaining the right to pursue such subject matter in a separate application, or the failure to file or perfect the filing of any claim(s) in any country), with prior written notice of such proposed action or inaction so that the non-controlling Party has a reasonable opportunity to review and comment. If the Party from whom the majority of the data underlying any such joint invention fails to undertake the filing(s) of any such patent application with respect

to any such invention within [***] ([***]) days after receipt of written notice from the other Party that the other Party believes filing(s) of such an application by such Party is appropriate, such other Party may undertake such filing(s) at its own expense, in which case the non-filing Party will assign all of its rights to such joint invention to the filing Party and any subsequently issued patent thereon will be owned solely by the filing Party. Either Party may assign its rights hereunder to any jointly owned invention, inventorship certificate, patent application or patent to the other Party, who will then have the right, in its discretion, to assume the filing, prosecution and/or maintenance thereof as the sole owner thereof and at its sole cost and expense.

6.3 **Notice of Infringement**. If, during the Term of this Agreement, either Party learns of any actual, alleged or threatened infringement by a Third Party of any Licensed Patent Rights under this Agreement, such Party shall promptly notify the other Party and shall provide such other Party with available evidence of such infringement.

6.4 **Infringement of Patent Rights**.

(a) Sole IMMUNOGEN Inventions. IMMUNOGEN shall have the first right (but not the obligation), at its own expense, to bring suit (or take other appropriate legal action) against any actual, alleged or threatened infringement of the Licensed Patent Rights solely owned by IMMUNOGEN under this Agreement, with legal counsel of its own choice. GENENTECH shall have the right, at its own expense, to be represented in any such action by IMMUNOGEN by counsel of GENENTECH's own choice; provided, however, that under no circumstances shall the foregoing affect the right of IMMUNOGEN to control the suit as described in the first sentence of this Section 6.4(a). If IMMUNOGEN does not file any action or proceeding against such infringement within [***] [***] [***] ([***]) days after the later of (i) IMMUNOGEN's notice to GENENTECH under Section 6.3 above, (ii) GENENTECH's notice to IMMUNOGEN under Section 6.3 above, or (iii) a written request from GENENTECH to take action with respect to such infringement, then GENENTECH shall have the right (but not the obligation), at its own expense, to bring suit (or take other appropriate legal action) against

such actual, alleged or threatened infringement, with legal counsel of its own choice. IMMUNOGEN shall have the right, at its own expense, to be represented in any such action by GENENTECH by counsel of IMMUNOGEN's own choice. Any damages, monetary awards or other amounts recovered, whether by judgment or settlement, pursuant to any suit, proceeding or other legal action taken under this Section 6.4(a), shall first be applied to reimburse the costs and expenses (including attorneys' fees) of the Party bringing such suit or proceeding or taking such other legal action, then to the costs and expenses (including attorneys' fees), if any, of the other Party. Any amounts remaining shall be allocated as follows: (A) if GENENTECH is the Party bringing such suit or proceeding or taking such other legal action, [***] [***] percent ([***]%) to GENENTECH and [***] [***] percent ([***]%) to IMMUNOGEN, (B) if IMMUNOGEN is the Party bringing such suit or proceeding or taking such other legal action, [***] [***] percent ([***]%) to IMMUNOGEN and (C) if the suit is brought jointly, [***] percent ([***]%) to each Party. If a Party brings any such action or proceeding hereunder, the other Party agrees to be joined as party plaintiff if necessary to prosecute such action or proceeding, and to give the Party bringing such action or proceeding reasonable assistance and authority to file and prosecute the suit; provided, however, that neither Party shall be required to transfer any right, title or interest in or to any property to the other Party or any Third Party to confer standing on a Party hereunder.

(b) Infringement of Joint Inventions. As to the any actual, alleged or threatened infringement of any Patent Rights jointly owned by IMMUNOGEN and GENENTECH under this Agreement, including actions against any alleged infringer, the Parties hereto will consult with each other in good faith regarding the best manner in which to proceed. The Parties agree as a basic principle that in the case of such actions against infringers, the expenses incurred and damages awarded shall be for the account of the Party or Parties who take such actions to the extent of their financial participation therein.

6.5 **Third Party Patents**. If any Third Party claims that a patent it owns or controls claims any aspect of a Licensed Product or its manufacture, use or sale, the Party with notice of such claim shall notify the other Party promptly, and the Parties shall as soon as practicable thereafter discuss in good faith regarding the best response.

6.6 **Trademarks**. All Licensed Products shall be sold under one (1) or more trademarks and tradenames selected and owned by GENENTECH (or its Sublicensee) in the

Territory. GENENTECH (or its Sublicensee) shall control the preparation, prosecution and maintenance of applications related to all such trademarks and tradenames in the Territory, at its sole cost and expense and at its sole discretion. IMMUNOGEN shall notify GENENTECH promptly upon learning of any actual, alleged or threatened infringement of a trademark or tradename applicable to a Licensed Product in the Territory, or of any unfair trade practices, trade dress imitation, passing off of counterfeit goods, or like offenses in the Territory. All of the costs, expenses and legal fees in bringing, maintaining and prosecuting any action to maintain, protect or defend any owned by GENENTECH (or its Sublicensee) hereunder, and any damages or other recovery, shall be GENENTECH's (or its Sublicensee's) sole responsibility, and taken in its sole discretion.

6.7 **Integration; Survival**. This Section 6 supersedes any provisions to the contrary in the HER2 License Agreement and that certain [***] Process Development Agreement by and between the Parties dated as of [***] [***], [***]. This Section 6 shall survive termination or expiration of this Agreement.

7. TERM AND TERMINATION

7.1 **Term; Expiration**. The term of this Agreement ("**Term**") shall expire upon the expiration of the final royalty payment obligation under Section 4.4 above. Upon such expiration of the Term of this Agreement, GENENTECH shall have a fully paid-up, irrevocable, freely transferable and sublicensable license in the Territory under the Licensed Patent Rights and Licensed Technology, to Develop, have Developed, make, have made, use, have used, sell, have sold, offer for sale, import and have imported any and all Licensed Products in the Territory.

7.2. **Termination**. Subject to the other terms of this Agreement:

(a) Breach. A Party may terminate this Agreement and the licenses granted herein, effective upon written notice to the other Party, upon any breach by the other Party of any material obligation or condition of this Agreement, which material breach remains uncured [***] ([***]) days after the non-breaching Party gives a first written notice to the other Party describing such breach in reasonable detail; provided, however, that in the event of a [***] [***] by [***] under this Agreement, the [***] [***] [***] shall be [***] [***] [***] (in lieu of [***] [***] [***]) but the other terms of this Section 7.2(a) shall apply to termination in connection

with any such payment breach. Notwithstanding anything set forth herein, if the asserted material breach is cured or shown to be non-existent within the applicable cure period, the first notice of breach hereunder shall be deemed automatically withdrawn and of no effect.

(b) Bankruptcy. A Party may terminate this Agreement, effective on written notice to the other Party, in the event the other Party shall have become insolvent or bankrupt, or shall have made an assignment for the benefit of its creditors, or there shall have been appointed a trustee or receiver of the other Party or for all or a substantial part of its property, or any case or proceeding shall have been commenced or other action taken by or against the other Party in bankruptcy or seeking reorganization, liquidation, dissolution, winding-up, arrangement, composition or readjustment of its debts or any other relief under any bankruptcy, insolvency, reorganization or other similar act or law of any jurisdiction now or hereafter in effect, or there shall have been issued a warrant of attachment, execution, distraint or similar process against any substantial part of the property of the other Party, and any such foregoing events shall have continued for [***] ([***]) days undismissed, unbonded and undischarged. Furthermore, all rights and licenses granted under this Agreement are, and shall be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101(56) of the United States Bankruptcy Code. The Parties agree that in the event of the commencement of a bankruptcy proceeding by or against one Party hereunder under the United States Bankruptcy Code, the other Party shall be entitled to complete access to any such intellectual property, and all embodiments of such intellectual property, pertaining to the rights granted in the licenses hereunder of the Party by or against whom a bankruptcy proceeding has been commenced, subject, however, to payment of the milestone amounts and royalties set forth in this Agreement through the effective date of any termination hereunder.

(c) Unilateral Termination by GENENTECH. GENENTECH, in its sole discretion, at any time may terminate this Agreement, and the rights and obligations hereunder, or may remove any Licensed Product and the licenses related thereto from operation of this Agreement, in any case effective [***] ([***]) days after written notice thereof to IMMUNOGEN. In the event of any termination under this Section 7.2(c) only as to a Licensed Product, the consequences set forth in Section 7.3 below relating to termination of the Agreement under this Section 7.2(c) shall apply only with respect to such terminated Licensed

Product, and this Agreement and the rights and obligations hereunder shall continue in full force and effect as to any and all other Licensed Products.

7.3 **Effects of Termination**. Upon any termination of this Agreement by IMMUNOGEN under Section 7.2(a) or by GENENTECH under Section 7.2(c), as of the effective date of such termination, all relevant licenses and sublicenses granted by IMMUNOGEN to GENENTECH hereunder shall terminate automatically. Notwithstanding the foregoing, (a) no such termination of this Agreement shall be construed as a termination of any valid sublicense of any Sublicensee hereunder, and thereafter each such Sublicensee shall be considered a direct licensee of IMMUNOGEN, provided that (i) such Sublicensee is then in full compliance with all terms and conditions of its sublicense, (ii) all accrued payments obligations to IMMUNOGEN have been paid, and (iii) such sublicensee agrees at least ten (10) days prior to the effective date of such termination to assume all obligations of GENENTECH under this Agreement, and (b) GENENTECH and its Sublicensees shall have the right, for [***] ([***]) months or such longer time period (if any) on which the Parties mutually agree in writing, to sell or otherwise dispose of all Licensed Products then on hand, with royalties to be paid to IMMUNOGEN on all Net Sales of such Licensed Products as provided for in this Agreement. Nothing set forth in this Section 7 or any other provision of this Agreement shall entitle IMMUNOGEN to any ownership interest in, or to any license under or other rights with respect to (including any rights to use or request any transfer to IMMUNOGEN or any Third Party), any Confidential Information of GENENTECH or any Technology or Patent Rights solely owned by GENENTECH under this Agreement.

7.4 **Effects of Termination For IMMUNOGEN Breach**. Upon any termination of this Agreement by GENENTECH under Section 7.2(a), as of the effective date of such termination, GENENTECH thereafter automatically shall have a fully sublicensable and transferable, fully paid up (subject to the remainder of this Section 7.4), exclusive license in the Territory under the Licensed Patent Rights and Licensed Technology, to Develop, have Developed, make, have made, use, have used, sell, have sold, offer for sale, import and have imported any and all Licensed Products in the Territory, provided that GENENTECH shall pay, for the remainder of the royalty term under Section 4.4 above, [***] [***] of any payments including milestones or royalties it would [***] [***] to IMMUNOGEN under this Agreement, a

[***] equal to [***] [***] ([***]) of the [***] [***] that would [***] [***] with respect to the Licensed Product under Sections 4.2.1, 4.2.2, 4.2.3 and 4.2.4 of this Agreement.

7.5 **Remedies.** Except as otherwise expressly set forth in this Agreement, the termination provisions of this Section 7 are in addition to any other relief and remedies available to either Party at law.

7.6 **Surviving Provisions.** Notwithstanding any provision herein to the contrary, the rights and obligations of the Parties set forth in Sections 4.7, 5, 6, 7.3, 7.4, 7.5, 8, 9, 10 and this Section 7.6, as well as any rights or obligations otherwise accrued hereunder (including any accrued payment obligations), shall survive the expiration or termination of the Term of this Agreement. Without limiting the generality of the foregoing, GENENTECH shall

have no obligation to make any milestone or royalty payment to IMMUNOGEN that has not accrued prior to the effective date of any termination of this Agreement, but shall remain liable for all such payment obligations accruing prior to the effective date of such termination.

8. REPRESENTATIONS AND WARRANTIES

8.1 **IMMUNOGEN Representations**. IMMUNOGEN represents and warrants to GENENTECH that: (a) the execution and delivery of this Agreement and the performance of the transactions contemplated hereby have been duly authorized by all appropriate IMMUNOGEN corporate action; (b) this Agreement is a legal and valid obligation binding upon IMMUNOGEN and enforceable in accordance with its terms, and the execution, delivery and performance of this Agreement by the Parties does not conflict with any agreement, instrument or understanding to which IMMUNOGEN is a party or by which it is bound; (c) IMMUNOGEN has the full right and legal capacity to grant the licenses and rights to GENENTECH pursuant to Section 2 above without violating the rights of any Third Party; and (d) to IMMUNOGEN's knowledge, no Patent Rights within the Licensed Patent Rights are invalid or unenforceable or would infringe Patent Rights of Third Parties, and as of the Effective Date no patents within the Licensed Patent Rights are expired.

8.2 **GENENTECH Representations**. GENENTECH represents and warrants to IMMUNOGEN that: (a) the execution and delivery of this Agreement and the performance of the transactions contemplated hereby have been duly authorized by all appropriate GENENTECH corporate action; and (b) this Agreement is a legal and valid obligation binding

upon GENENTECH and enforceable in accordance with its terms, and the execution, delivery and performance of this Agreement by the Parties does not conflict with any agreement, instrument or understanding to which GENENTECH is a party or by which it is bound.

8.3 **No Warranties**.

(a) Nothing in this Agreement is or shall be construed as:

(i) a warranty or representation by IMMUNOGEN as to the validity or scope of any patent application or patent within the Licensed Patent Rights;

(ii) a warranty or representation that anything made, used, sold or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents, copyrights, and other rights of third parties.

(b) Except as expressly set forth in this Agreement, NEITHER PARTY MAKES ANY REPRESENTATIONS OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT ANY LICENSED PRODUCT WILL BE SUCCESSFULLY DEVELOPED OR MARKETED, OR THAT THE DEVELOPMENT, MANUFACTURE, SALE, IMPORTATION OR USE OF THE LICENSED PRODUCT(S) WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS, OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES.

8.4 **Survival**. Section 8 shall survive termination or expiration of this Agreement.

9. INDEMNIFICATION; LIABILITY

9.1 **Indemnification**.

(a) GENENTECH Indemnity. Subject to Section 9.1(b) below and the remainder of this Section 9, GENENTECH shall indemnify, defend and hold harmless IMMUNOGEN, its Affiliates and their respective directors, officers, employees, and agents and their respective successors, heirs and assigns (the "**Indemnitees**"), from and against any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon such Indemnitees, or any of them, in connection with any Third Party claims, suits, actions, demands or judgments, including, without limitation, personal injury and product liability matters (but excluding any patent, trademark or tradename infringement

matters, which are governed by Section 6 above), that arise out of or relate to (i) any actions or omissions of GENENTECH or any Sublicensee in the development, testing, production, manufacture, supply, promotion, import, sale or use by any person of any Licensed Product (or any component thereof) manufactured or sold by GENENTECH or any Sublicensee under this Agreement, (ii) any material breach of this Agreement by GENENTECH, or (iii) negligence or willful misconduct on the part of GENENTECH, in any such case under this Section 9.1(a) except to the extent of IMMUNOGEN's responsibility therefor under Section 9.1(b) below.

(b) IMMUNOGEN Indemnity. Subject to Section 9.1(a) above and the remainder of this Section 9, IMMUNOGEN shall indemnify, defend and hold harmless GENENTECH, its Affiliates and their respective directors, officers, employees, and agents, and their respective successors, heirs and assigns (also the "**Indemnitees**"), from and against any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon such Indemnitees, or any of them, in connection with any Third Party claims, suits, actions, demands or judgments, including, without limitation, personal injury and product liability matters (but excluding any patent, trademark or tradename infringement matters, which are governed by Section 6 above), that arise out of or relate to (i) any actions or omissions of IMMUNOGEN or subcontractor of IMMUNOGEN in the development, testing, production, manufacture or supply of any Licensed Product (or any component thereof) manufactured and supplied by IMMUNOGEN or any subcontractor of IMMUNOGEN under this Agreement, (ii) any material breach of this Agreement by IMMUNOGEN, or (iii) negligence or willful misconduct on the part of IMMUNOGEN, in any such case under this Section 9.1(b) except to the extent of GENENTECH's responsibility therefor under Section 9.1(a) above.

9.2 **Indemnification Procedures**. In the event that any Indemnitee is seeking indemnification under Section 9.1 above from a Party (the **"Indemnifying Party"**), the other Party shall notify the Indemnifying Party of such claim with respect to such Indemnitee as soon as reasonably practicable after the Indemnitee receives notice of the claim, and the Party (on behalf of itself and such Indemnitee) shall permit the Indemnifying Party to assume direction and control of the defense of the claim (including the right to settle the claim solely for monetary consideration) and shall cooperate as requested (at the expense of the Indemnifying Party) in the defense of the claim.

9.3 **Liability**. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, NEITHER PARTY WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (a) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS OR (b) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES.

9.4 **Survival**. Section 9 shall survive termination or expiration of this Agreement.

10. MISCELLANEOUS

10.1 **Entire Agreement; Amendments**. This is the entire Agreement between the Parties with respect to the subject matter herein, and supersedes any prior agreements, understandings, negotiations or correspondence between the Parties respecting the subject matter hereof, whether written or verbal. No modification or other amendment of this Agreement shall be effective unless in writing and signed by a fully authorized representative of each Party.

10.2 **Waiver**. The terms or conditions of this Agreement may be waived only by a written instrument executed by a duly authorized representative of the Party waiving compliance. The failure of either Party at any time or times to require performance of any provision hereof shall in no manner affect its rights at a later time to enforce the same. No waiver by either Party of any condition or term shall be deemed as a continuing waiver of such condition or term or of another condition or term.

10.3 **Governing Law**. This Agreement will be construed, interpreted and applied in accordance with the laws of the State of California applicable to contracts entered into and to be performed entirely within the State of California.

10.4 **Notices**. Any notices, requests, deliveries, approvals or consents required or permitted to be given under this Agreement to GENENTECH or IMMUNOGEN shall be in writing and shall be personally delivered or sent by telecopy (with machine confirmation of transmission) or by overnight courier providing evidence of receipt or certified mail, return receipt requested, postage prepaid, in each case to the respective address specified below (or to such address as may be specified in writing to the other Party hereto):

If to IMMUNOGEN:	ImmunoGen, Inc. 128 Sidney Street Cambridge, MA 02139-4239 Attn: Chief Executive Officer Fax: (617) 995-2510
with a copy to	Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. One Financial Center Boston, MA 02111 Attn: [***] [***] [***], Esq. (617) 542-2241
If to GENENTECH:	Genentech, Inc. 1 DNA Way 94080 South San Francisco, CA 94080 Attn: Corporate Secretary Fax: (650) 467-9146

Such notices shall be deemed to have been sufficiently given on: (a) the date sent if delivered in person or transmitted by telecopy, (b) the next business day after dispatch in the case of overnight courier or (c) five (5) business days after deposit in the U.S. mail in the case of certified mail.

10.5 **No Implied Licenses**. Except as expressly set forth elsewhere in this Agreement, neither Party grants to the other Party any right or license to any of its intellectual property.

10.6 **Headings**. Section and subsection headings are inserted for convenience of reference only and do not form part of this Agreement.

10.7 **Assignment**. This Agreement may not be assigned by either Party without the consent of the other, except that each Party may, without such consent, assign this Agreement and the rights, obligations and interests of such Party, in whole or in part, to any of its Affiliates, to any purchaser of all or substantially all of its assets in the line of business to which this Agreement pertains or to any successor corporation resulting from any merger or consolidation of such Party with or into such corporations.

10.8 **Force Majeure**. Neither Party shall be liable for failure of or delay in performing obligations set forth in this Agreement, and neither shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes beyond the reasonable control of

such Party. In event of such force majeure, the Party affected thereby shall use reasonable efforts to cure or overcome the same and resume performance of its obligations hereunder.

10.9 **Construction**. The Parties hereto acknowledge and agree that: (a) each Party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (c) the terms and provisions of this Agreement shall be construed fairly as to each Party hereto and not in a favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.

10.10 **Severability**. If any provision(s) of this Agreement are or become invalid, are ruled illegal by any court of competent jurisdiction or are deemed unenforceable under then current applicable law from time to time in effect during the term hereof, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby provided that a Party's rights under this Agreement are not materially affected. The Parties hereto covenant and agree to renegotiate any such term, covenant or application thereof in good faith in order to provide a reasonably acceptable alternative to the term, covenant or condition of this Agreement or the application thereof that is invalid, illegal or unenforceable, it being the intent of the Parties that the basic purposes of this Agreement are to be effectuated.

10.11 **Status**. Nothing in this Agreement is intended or shall be deemed to constitute a partner, agency, employer-employee, or joint venture relationship between the Parties.

10.12 **Dispute Resolution.** The Parties recognize that a bona fide dispute as to certain matters may from time to time arise during the term of this Agreement relating to either Party's rights and/or obligations hereunder or otherwise relating to the validity, enforceability or performance of this Agreement, including disputes relating to alleged breach or termination of this Agreement but excluding any determination of the validity of the Parties' patents (hereinafter, a "Dispute"). In the event of the occurrence of any such Dispute, the Parties pledge to attempt to resolve it amicably. Accordingly, if any Dispute should arise, either Party may, by written notice to the other Party, have such dispute referred to their respective senior officers designated below (and to any designated officer of a GENENTECH Sublicensee, if such Dispute involves such Sublicensee), for attempted resolution by good faith negotiations commencing promptly after such notice is received; provided, however, that if the subject matter of such

Dispute is within the purview of the Collaboration Committee, the Parties' representatives on the Collaboration Committee shall first attempt to resolve such Dispute before referring it to the Parties' senior officers hereunder. Said designated senior officials of the Parties are as follows:

For GENENTECH: Designated officer with settlement authority; and

For IMMUNOGEN: Chief Executive Officer.

In the event the designated senior officials are not able to resolve such Dispute, the Parties may seek to mediate their Dispute, on terms and with a mediator mutually agreeable to the Parties, or may seek to arbitrate their Dispute, on mutually agreed upon terms and conditions, but neither Party shall be required or obligated to mediate or arbitrate and the dispute resolution provisions of this Section 10.12 are in addition to any other relief and remedies available to either Party at law or in equity.

10.13 **Further Assurances**. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all other such acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

10.14 **Counterparts**. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date set forth on the first page hereof.

GENENTECH, INC.	IMMUNOGEN, INC.
By: _____	By: _____
Title: _____	Title: _____

Date: _____ Date: _____

EMPLOYMENT AGREEMENT

This Employment Agreement (the "***Agreement***"), dated as of November 30, 2006 (the "***Effective Date***"), is made by and between ImmunoGen, Inc., a Massachusetts corporation (the "***Company***"), and Mitchel Sayare ("***Executive***"). This Agreement is intended to confirm the understanding and set forth the agreement between the Company and Executive with respect to Executive's employment by the Company. In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Company and the Executive hereby agree as follows:

1. Employment.

(a) Title and Duties. Subject to the terms and conditions of this Agreement, the Company will employ Executive, and Executive will be employed by the Company, as Chairman and Chief Executive Officer ("***CEO***"), reporting to the Board of Directors of the Company (the "***Board***"). Executive will have the responsibilities, duties and authority commensurate with said position. Executive will also perform such other services of an executive nature for the Company as may be reasonably assigned to Executive from time to time by the Board.

(b) Devotion to Duties. For so long as Executive is employed hereunder, Executive will devote substantially all of Executive's business time and energies to the business and affairs of the Company; provided that nothing contained in this Section 1(b) will be deemed to prevent or limit Executive's right to manage Executive's personal investments on Executive's own personal time, including, without limitation, the right to make passive investments in the securities of (i) any entity which Executive does not control, directly or indirectly, and which does not compete with the Company, or (ii) any publicly held entity (other than the Company or its related entities) so long as Executive's aggregate direct and indirect interest does not exceed three percent (3%) of the issued and outstanding securities of any class of securities of such publicly held entity. Except as set forth on Exhibit A hereto, Executive represents that Executive is not currently a director (or similar position) of any other entity and is not employed by or providing consulting services to any other person or entity, and Executive agrees to refrain from undertaking any such position or engagement without the prior approval of the Board. Executive may continue to serve as a director and/or volunteer for the entities listed on Exhibit A provided that such service does not create any conflicts, ethical or otherwise, with Executive's responsibilities to the Company and further provided that Executive's time commitments do not unreasonably interfere with his fulfillment of his responsibilities hereunder, as determined by the Board or its designated committee thereof.

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2. Term of Agreement; Termination of Employment.

(a) Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue in effect for two (2) years; provided, however, that commencing on the second anniversary of the Effective Date and continuing each anniversary thereafter, the Term shall automatically be extended for one (1) additional year unless, not later than nine (9) months before the conclusion of the Term, the Company or the Executive shall have given notice not to extend the Term. Such notice or such termination of this Agreement shall not on its own have the effect of terminating Executive's employment, nor shall it constitute Cause (as defined below). The duration of this Agreement is hereafter referred to as the "***Term***."

(b) Termination of Employment. The Executive is employed on an at-will basis and, subject to the provisions of Section 4, either the Executive or the Company may terminate the employment relationship at any time for any reason. Notwithstanding anything else contained in this Agreement, Executive's employment during the Term will terminate upon the earliest to occur of the following:

(i) Death. Immediately upon Executive's death;

(ii) Termination by the Company.

(A) If because of Disability (as defined below), then upon written notice by the Company to Executive that Executive's employment is being terminated as a result of Executive's Disability, which termination shall be effective on the date of such notice;

(B) If for Cause, then upon written notice by the Company to Executive that states that Executive's employment is being terminated for Cause (as defined below) and sets forth the specific alleged Cause for termination and the factual basis supporting the alleged Cause, which termination shall be effective on the date of such notice or such later date as specified in writing by the Board; or

(C) If without Cause (i.e., for reasons other than Sections 2(b)(ii)(A) or (B)), then upon written notice by the Company to Executive that Executive's employment is being terminated without Cause, which termination shall be effective on the date of such notice or such later date as specified in writing by the Board; or

(iii) Termination by Executive. Upon written notice by Executive to the Company that Executive is terminating Executive's employment, which termination shall be effective, at Executive's election, not less than thirty (30) days and not more than sixty (60) days after the date of such notice; provided that the Executive may request at such time to leave with a shorter notice period, and the Board shall not unreasonably withhold its consent to such shorter period; and further provided that the Board may choose to accept Executive's resignation effective as of an earlier date.

Notwithstanding anything in this Section 2(b), the Company may at any point terminate Executive's employment for Cause prior to the effective date of any other termination contemplated hereunder if such Cause exists.

(c) Definition of "Disability". For purposes of this Agreement, "***Disability***" shall mean that Executive (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under a Company-sponsored group disability plan. Whether the Executive has a Disability will be determined by a majority of the Board based on evidence provided by one or more physicians selected by the Board and approved by Executive, which approval shall not be unreasonably withheld.

(d) Definition of "Cause". For purposes of this Agreement, "***Cause***" shall mean that Executive has (i) intentionally committed an act or omission that materially harms the Company; (ii) been grossly negligent in the performance of Executive's duties to the Company; (iii) willfully failed or refused to follow the lawful and proper directives of the Board; (iv) been convicted of, or pleaded guilty or *nolo contendre*, to a felony; (v) committed an act involving moral turpitude; (vi) committed an act relating to the Company involving, in the good faith judgment of the Board, material fraud or theft; (vii) breached any material provision of this Agreement or any nondisclosure or non-competition agreement (including the Proprietary Information, Inventions, and Competition Agreement attached here as Exhibit B), between Executive and the Company, as all of the foregoing may be amended prospectively from time to time; or (viii) breached a material provision of any code of conduct or ethics policy in effect at the Company, as all of the foregoing may be amended prospectively from time to time.

(e) Board Membership. Upon termination of Executive's employment for any reason, if so requested by a majority of the Board, Executive shall immediately resign in writing as a director of the Company.

3. Compensation.

(a) Base Salary. While Executive is employed hereunder, the Company will pay Executive a base salary at the gross annualized rate of $441,600.00 (the "***Base Salary***"), paid in accordance with the Company's usual payroll practices. The Base Salary will be subject to review annually or on such periodic basis (not to exceed annually) as the Company reviews the compensation of the Company's other senior executives and may be adjusted upwards in the sole discretion of the Board or its designee. The Company will deduct from each such installment any amounts required to be deducted or withheld under applicable law or under any employee benefit plan in which Executive participates.

(b) Annual Bonus. Executive may be eligible to earn an Annual Bonus relating to each fiscal year, based on the achievement of individual and Company written goals established on an annual basis by the Board within thirty (30) days of the beginning of the

fiscal year. If the Executive meets the applicable goals, is employed by the Company at the end of the year to which the Annual Bonus relates, and is not terminated for Cause prior to the payment of the Annual Bonus, then the Executive shall be entitled to an Annual Bonus for that year equal to 50% of his then-current Base Salary (the "***Target Annual Bonus***"). Any awarded Annual Bonus shall be paid within 2 ½ months of the year to which it relates.

(c) Fringe Benefits. In addition to any benefits provided by this Agreement, Executive shall be entitled to participate generally in all employee benefit, welfare and other plans, practices, policies and programs and fringe benefits maintained by the Company from time to time on a basis no less favorable than those provided to other similarly-situated executives of the Company. Executive understands that, except when prohibited by applicable law, the Company's benefit plans and fringe benefits may be amended, enlarged, diminished or terminated prospectively by the Company from time to time, in its sole discretion, and that such shall not be deemed to be a breach of this Agreement.

(d) Vacation. Executive will be entitled to accrue up to forty (40) vacation days per year that Executive remains employed by the Company, administered in accordance with and subject to the terms of the Company's vacation policy, as it may be amended prospectively from time to time.

(e) Reimbursement of Expenses. The Company will promptly reimburse Executive for all ordinary and reasonable out-of-pocket business expenses that are incurred by Executive in furtherance of the Company's business in accordance with the Company's policies with respect thereto as in effect from time to time.

4. Compensation Upon Termination.

(a) Definition of Accrued Obligations. For purposes of this Agreement, "***Accrued Obligations***" means (i) the portion of Executive's Base Salary that has accrued prior to any termination of Executive's employment with the Company and has not yet been paid; (ii) to the extent required by law and the Company's policy, an amount equal to the value of Executive's accrued but unused vacation days; (iii) the amount of any expenses properly incurred by Executive on behalf of the Company prior to any such termination and not yet reimbursed; and (iv) the Annual Bonus related to the most recently completed fiscal year, if not already paid and if the termination is not for Cause (the amount of which shall be determined in accordance with Section 3(b) above)**.** Executive's entitlement to any other compensation or benefit under any plan or policy of the Company, including but not limited to applicable option plans, shall be governed by and determined in accordance with the terms of such plans or policies, except as otherwise specified in this Agreement.

(b) Termination for Cause, By the Executive, or as a Result of Executive's Disability or Death.

(i) If Executive's employment is terminated during the Term either by the Company for Cause or by Executive, or if Executive's employment terminates as a result of the Executive's death, the Company will pay the Accrued Obligations to Executive promptly following the effective date of such termination.

(ii) In case of termination during the Term by the Company as a result of the Executive's Disability, the Company will pay Executive the Accrued Obligations plus an amount equal to six (6) months of Executive's then-current Base Salary.

(c) Termination by the Company without Cause. If Executive's employment is terminated by the Company without Cause during the Term, then:

(i) The Company will pay the Accrued Obligations to Executive promptly following the effective date of such termination;

(ii) The Company will pay Executive a total amount equal to eighteen (18) months of Executive's then current Base Salary, less applicable taxes and deductions; to be made in approximately equal biweekly installments in accordance with the Company's usual payroll practices over a period of eighteen (18) months beginning after the effective date of the separation agreement described in Section 4(d);

(iii) The Company will continue to provide medical insurance coverage for Executive and Executive's family, subject to the requirements of COBRA and subject to Executive's payment of a premium co-pay related to the coverage that is no less favorable than the premium co-pay charged to active employees of the Company electing the same coverage, for eighteen (18) months from the Separation Date; provided, that the Company shall have no obligation to provide such coverage if Executive fails to elect COBRA benefits in a timely fashion or if Executive becomes eligible for medical coverage with another employer; and

(iv) That portion of unvested options then held by Executive, if any, that would have vested during the twelve (12) month period following the effective date of employment termination but for such termination shall vest and be immediately exercisable as of the date of the employment termination. That portion of the shares of restricted stock then held by Executive, if any, that are subject to a lapsing forfeiture right that would have terminated during the twelve (12) month period following the effective date of employment termination but for such termination will terminate as of the date of the employment termination. All options and shares of restricted stock shall otherwise be subject to the terms and conditions of their respective agreements and with the applicable plan.

(d) Release of Claims/Board Resignation. The Company shall not be obligated to pay Executive any of the compensation or provide Executive any of the benefits set forth in Section 4(b) or 4(c) (other than the Accrued Obligations) unless and until Executive has (i) executed a timely separation agreement in a form acceptable to the Company, which shall include a release of claims between the Company and the Executive and may include provisions regarding mutual non-disparagement and confidentiality; and (ii) resigned from the Board, if so requested pursuant to Section 2(e).

(e) No Other Payments or Benefits Owing. The payments and benefits set forth in this Section 4 shall be the sole amounts owing to Executive as separation pay upon termination of Executive's employment. Executive shall not be eligible for any other payments, including but not limited to additional Base Salary payments, bonuses,

commissions, or other forms of compensation or benefits, except as may otherwise be set forth in this Agreement or other Company plan documents with respect to plans in which Executive is a participant.

(f) Notwithstanding any other provision with respect to the timing of payments under Section 4, if, at the time of Executive's termination, Executive is deemed to be a "specified employee" (within the meaning of Code Section 409A, and any successor statute, regulation and guidance thereto) of the Company, then limited only to the extent necessary to comply with the requirements of Code Section 409A, any payments to which Executive may become entitled under Section 4 which are subject to Code Section 409A (and not otherwise exempt from its application) will be withheld until the first (1st) business day of the seventh (7th) month following the termination of Executive's employment, at which time Executive shall be paid an aggregate amount equal to the accumulated, but unpaid, payments otherwise due to Executive under the terms of Section 4.

5. Competition. Executive agrees to sign and return to the Company the Proprietary Information, Inventions, and Competition Agreement (the "Proprietary Information Agreement") attached hereto as Exhibit B concurrently with the execution of this Agreement. The parties agree that the obligations set forth in the Proprietary Information Agreement shall survive termination of this Agreement and termination of the Executive's employment, regardless of the reason for such termination.

6. Property and Records. Upon termination of Executive's employment hereunder for any reason or for no reason, Executive will deliver to the Company any property of the Company which may be in Executive's possession, including blackberry-type devices, laptops, cell phones, products, materials, memoranda, notes, records, reports or other documents or photocopies of the same.

7. General.

(a) Notices. Except as otherwise specifically provided herein, any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to Executive shall be sent to the last known address in the Company's records or such other address as Executive may specify in writing. Notices to the Company shall be sent to the Company's Lead Director, or to such other Company representative as the Company may specify in writing.

(b) Entire Agreement/Modification. This Agreement, together with the Proprietary Information Agreement attached hereto, and the other agreements specifically referred to herein, embodies the entire agreement and understanding between the parties hereto and supersedes all prior

oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement (or in a subsequent written modification or amendment executed by the parties hereto) will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

(c) Waivers and Consents. 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 will be deemed to be or will 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 will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

(d) Assignment and Binding Effect. The Company may assign its rights and obligations hereunder to any person or entity that succeeds to all or substantially all of the Company's business or that aspect of the Company's business in which Executive is principally involved. Executive may not assign Executive's rights and obligations under this Agreement without the prior written consent of the Company. This Agreement shall be binding upon Executive, Executive's heirs, executors and administrators and the Company, and its successors and assigns, and shall inure to the benefit of Executive, Executive's heirs, executors and administrators and the Company, and its successors and assigns.

(e) Indemnification. Executive shall be entitled to the same rights, if any, to indemnification and coverage under the Company's Directors and Officers Liability Insurance policies as they may exist from time to time to the same extent as other officers and directors of the Company.

(f) Governing Law. This Agreement and the rights and obligations of the parties hereunder will be construed in accordance with and governed by the law oftheCommonwealth of Massachusetts, without giving effect to conflict of law principles.

(g) Severability. The parties intend this Agreement to be enforced as written. However, should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

(h) Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

8. Taxation.

(a) The parties intend this Agreement to be in compliance with Code Section 409A. The Executive acknowledges and agrees that the Company does not guarantee the tax treatment or tax consequences associated with any payment or benefit arising under this Agreement, including but not limited to consequences related to Code Section 409A. The Company and Executive agree that both will negotiate in good faith and jointly execute an amendment to modify this Agreement to the extent necessary to comply with the requirements of Code Section 409A.

(b) If any payment or benefit Executive would receive under this Agreement, when combined with any other payment or benefit Executive receives pursuant to a change in control ("Payment") would (i) constitute a "parachute payment" within the meaning of Code Section 280G, and (ii) but for this sentence, be subject to the excise tax

imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment shall be either (x) the full amount of such Payment or (y) such less amount as would result in no portion of the Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state, and local employments taxes, income taxes, and the Excise Tax results in Executive's receipt, on an after-tax basis, of the greater amount of the Payment, notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. The Executive shall be allowed to specify which payment(s) or benefit(s) shall be reduced if necessary to implement this section and avoid the excise tax application. The Company shall provide the Executive with sufficient information to make such determination and to file and pay any required taxes.

9. Counterparts. This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. For all purposes a signature by fax shall be treated as an original.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Employment Agreement as of the date first written above.

EXECUTIVE

_____
(Signature)
Print Name: Mitchel Sayare

IMMUNOGEN, INC.

By: _____
Daniel M. Junius
Chief Financial Officer and Executive Vice President, Finance

Exhibit A

SEVERANCE AGREEMENT

This Agreement is entered into as of the 30th day of November, 2006 (the "***Effective Date***") by and between ImmunoGen, Inc., a Massachusetts corporation (the "***Company***") and Mitchel Sayare (the "***Executive***").

WHEREAS, the Executive isChairman andChief Executive Officer ("CEO") of the Company;

WHEREAS, the Company recognizes that the Executive's service to the Company is very important to the future success of the Company;

WHEREAS, the Executive desires to enter into this Agreement to provide the Executive with certain financial protection in the event that his employment terminates under certain conditions following a change in control of the Company; and

WHEREAS the Board of Directors of the Company (the "***Board***") has determined that it is in the best interests of the Company to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Executive hereby agree as follows:

1. Definitions.

(a) Cause. For purposes of this Agreement, "***Cause***" shall mean that Executive has (i) intentionally committed an act or omission that materially harms the Company; (ii) been grossly negligent in the performance of Executive's duties to the Company; (iii) willfully failed or refused to follow the lawful and proper directives of the Board; (iv) been convicted of, or pleaded guilty or *nolo contendre*, to a felony; (v) committed an act involving moral turpitude; (vi) committed an act relating to the Executive's employment or the Company involving, in the good faith judgment of the Board, material fraud or theft; (vii) breached any material provision of this Agreement or any nondisclosure or non-competition agreement between Executive and the Company, as all of the foregoing may be amended prospectively from time to time; or (viii) breached a material provision of any code of conduct or ethics policy in effect at the Company, as all of the foregoing may be amended prospectively from time to time.

(b) Change in Control. For purposes of this Agreement, a "***Change in Control***" shall mean the occurrence of any of the following events; provided that "Change in Control" shall be interpreted in a manner, and limited to the extent necessary, so that it will not cause adverse tax consequences for either party with respect to Section 409A of the Internal Revenue Code of 1986, as amended (the "***Code***"), and the provisions of Treasury Notice 2005-1, and any successor statute, regulation and guidance thereto:

(i) Ownership. Any "Person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becomes the "Beneficial Owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing 50% or more of the total voting power represented by the Company's then outstanding voting securities (excluding for this purpose any such voting securities held by

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the Company or its Affiliates (as defined in the Company's 2006 Employer, Director and Consultant Equity Incentive Plan) or by any employee benefit plan of the Company) pursuant to a transaction or a series of related transactions which the Board does not approve; or

(ii) Merger/Sale of Assets. (A) A merger or consolidation of the Company whether or not approved by the Board, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or the parent of such corporation) at least 50% of the total voting power represented by the voting securities of the Company or such surviving entity or parent of such corporation, as the case may be, outstanding immediately after such merger or consolidation; or (B) the stockholders of the Company approve an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; or

(iii) Change in Board Composition. A change in the composition of the Board, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" shall mean directors who either (A) are directors of the Company as of November 11, 2006, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company).

(c) Disability. For purposes of this Agreement, "***Disability***" shall mean that Executive (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under a Company-sponsored group disability plan. Whether the Executive has a Disability will be determined by a majority of the Board based on evidence provided by one or more physicians selected by the Board and approved by Executive, which approval shall not be unreasonably withheld.

(d) Good Reason. For purposes of this Agreement, "***Good Reason***" shall mean the occurrence of one or more of the following without the Executive's consent: (i) a change in the principal location at which the Executive 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 Executive's authority, functions, duties or responsibilities as CEO of the Company, which would cause his position with the Company to become of less responsibility, importance or scope than his position on the date of this Agreement or as of any subsequent date prior to the Change in Control, provided, however, that such material change is not in connection with the termination of the Executive's employment 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 Executive continues to hold the position of CEO in the subsidiary; (iii) a reduction in the CEO's annual base salary or (iv) a

reduction in the CEO's target annual bonus as compared to the target annual bonus set for the previous fiscal year.

2. Term of Agreement. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue in effect for two (2) years; provided, however, that commencing on second anniversary of the Effective Date and continuing each anniversary thereafter, the Term shall automatically be extended for one (1) additional year unless, not later than nine (9) months before the conclusion of the Term, the Company or the Executive shall have given notice not to extend the Term; and further provided, however, that if a Change in Control shall have occurred during the Term, the Term shall expire on the last day of the twenty-fourth (24th) month following the month in which such Change in Control occurred. Notice of termination or termination of this Agreement shall not constitute Cause or Good Reason (both terms as defined above).

3. Termination; Notice; Severance Compensation.

(a) In the event that within a period of two (2) months before or two (2) years following the consummation of a Change in Control the Company elects to terminate the Executive's employment other than for Cause (but not including termination due to the Executive's Disability), then the Company shall give the Executive no less than sixty (60) days advance notice of such termination (the "Company's Notice Period"); provided that the Company may elect to require the Executive to cease performing work for the Company so long as the Company continues the Executive's full salary and benefits during the Company's Notice Period.

(b) In the event that within a period of two (2) months before or two (2) years following the consummation of a Change in Control the Executive elects to terminate his employment for Good Reason, then the Executive shall give the Company no less than thirty (30) days and no more than sixty (60) days advance notice of such termination (the "Executive's Notice Period"); provided that the Company may elect to require the Executive to cease performing work for the Company so long as the Company continues the Executive's full salary and benefits during the Executive's Notice Period. In order to effect a termination for Good Reason pursuant to this Agreement, the Executive must notice his intent to terminate for Good Reason not later than ninety (90) days following the occurrence of the Good Reason.

(c) In the event that within a period of two (2) months before or two (2) years following the consummation of a Change in Control the Executive's employment with the Company is terminated by the Company other than for Cause (but not including termination due to the Executive's death or Disability), or by the Executive for Good Reason, then, contingent upon the Executive's execution of a release of claims against the Company in a form reasonably acceptable to the Company (the "***Release***") the Executive shall be entitled to, in addition to any amounts due to the Executive for services rendered prior to the termination date:

(i) the Executive's target annual bonus for the fiscal year in which such termination occurs at 100% of such target annual bonus, pro-rated by the number of calendar days in which the Executive is employed by the Company during the applicable year, including any applicable Notice Period, which shall be paid no later than the tenth business day following the effective date of the Release; and

(ii) a lump sum payment from the Company in an amount equal to two (2) times the Executive's Annual Salary, which shall be paid no later than the tenth business day following the effective date of the Release;

(iii) all outstanding options, restricted stock and other similar rights held by the Executive, which shall become one hundred percent (100%) vested; and

(iv) continuation of medical insurance coverage for Executive and Executive's family, subject to COBRA and subject to Executive's payment of a premium co-pay related to the coverage that is no less favorable than the premium co-pay charged to active employees of the Company electing the same coverage, for twenty-four (24) months from the Separation Date; provided, that the Company shall have no obligation to provide such coverage if Executive fails to elect COBRA benefits in a timely fashion or if Executive becomes eligible for medical coverage with another employer; and provided, that if COBRA continuation coverage is otherwise earlier terminated under applicable law, then, in lieu of coverage, the Company will pay the same amount it paid on a monthly basis for COBRA continuation coverage directly to the Executive each month for the remainder of the relevant period.

For purposes of this Agreement, "***Annual Salary***" shall mean the Executive's annual base salary then in effect or, if higher, in effect at the time of the Change in Control, excluding reimbursements and amounts attributable to stock options and other non-cash compensation; and the "***Severance Compensation***" shall mean the compensation set forth in (ii), (iii), and (iv) above.

(d) Notwithstanding any other provision with respect to the timing of payments, if, at the time of Executive's termination, Executive is deemed to be a "specified employee" (within the meaning of Code Section 409A, and any successor statute, regulation and guidance thereto) of the Company, then limited only to the extent necessary to comply with the requirements of Code Section 409A, any payments to which Executive may become entitled under this Agreement which are subject to Code Section 409A (and not otherwise exempt from its application) will be withheld until the first (1st) business day of the seventh (7th) month following the termination of Executive's employment, at which time Executive shall be paid an aggregate amount equal to the accumulated, but unpaid, payments otherwise due to Executive under the terms of this Agreement.

(e) If any payment or benefit Executive would receive under this Agreement, when combined with any other payment or benefit Executive receives pursuant to a Change in Control ("Payment") would (i) constitute a "parachute payment" within the meaning of Code Section 280G, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment shall be either (x) the full amount of such Payment or (y) such less amount as would result in no portion of the Payment being subject to the Excise Tax, whichever of

the foregoing amounts, taking into account the applicable federal, state, and local employments taxes, income taxes, and the Excise Tax results in Executive's receipt, on an after-tax basis, of the greater amount of the Payment, notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. The Executive shall be allowed to specify which payment(s) or benefit(s) shall be reduced if necessary to implement this section and avoid the excise tax application. The Company shall provide the Executive with sufficient information to make such determination and to file and pay any required taxes.

4. No Duplication of Compensation. The Severance Compensation shall replace, and be provided in lieu of, any severance or similar compensation that may be provided to the Executive under any other agreement or arrangement in relation to termination of employment; provided, however, that this prohibition against duplication shall not be construed to otherwise limit the Executive's rights to payments or benefits provided under any pension plan (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended), deferred compensation, stock, stock option or similar plan sponsored by the Company.

5. No Mitigation. If the Executive's employment with the Company terminates following a Change in Control, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive by the Company pursuant to Section 3 or Section 15. Except as set forth in Section 4, the amount of any payment or benefit provided for in this Agreement shall not be reduced by any compensation earned by the Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the Company, or otherwise.

6. Confidentiality, Non-Competition, and Assignment of Inventions. The Company's obligations under this Agreement are contingent on the Executive's execution of the Company's Proprietary Information, Inventions, and Competition Agreement (the "Proprietary Information Agreement"). The parties agree that the obligations set forth in the Proprietary Information Agreement shall survive termination of this Agreement and termination of the Executive's employment, regardless of the reason for such termination.

7. Enforceability. If any provision of this Agreement shall be deemed invalid or unenforceable as written, this Agreement shall be construed, to the greatest extent possible, or modified, to the extent allowable by law, in a manner which shall render it valid and enforceable. No invalidity or unenforceability of any provision contained herein shall affect any other portion of this Agreement.

8. Notices. Except as otherwise specifically provided herein, any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to Executive shall be sent to the last known address in the Company's records or such other address as Executive may specify in writing. Notices to the Company shall be sent to the Company's Lead Director, or to such other Company representative as the Company may specify in writing.

9. Claims for Benefits. All claims by the Executive for benefits under this Agreement shall be directed to and determined by the Board and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to the Executive in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to the Executive for a review of the decision denying a claim and shall further allow the Executive to appeal to the Board a decision of the Board within sixty (60) days after notification by the Board that the Executive's claim has been denied.

10. Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the Company and the Executive. The Company and the Executive agree that they will jointly execute an amendment to modify this Agreement to the extent necessary to comply with the requirements of Code Section 409A, or any successor statute, regulation and guidance thereto; provided that no such amendment shall increase the total financial obligation of the Company under this Agreement.

11. Waivers and Consents. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by a 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.

12. Binding Effect; Assignment. The Agreement will be binding upon and inure to the benefit of (a) the heirs, executors and legal representatives of the Executive upon the Executive's death and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of the Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of the Executive to receive any form of compensation payable pursuant to the Agreement may be assigned or transferred except by will or the laws of descent and distribution. Any other attempted assignment, transfer, conveyance or other disposition of the Executive's right to compensation or other benefits will be null and void.

13. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the Commonwealth of Massachusetts, without giving effect to the conflict of law principles thereof.

14. Jurisdiction and Service of Process. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the Commonwealth of Massachusetts or of the United States of America for the District of Massachusetts. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.

15. Attorneys' Fees. The Company shall pay to the Executive all legal fees and expenses incurred by the Executive in disputing in good faith any issue hereunder relating to the termination

of the Executive's employment, in seeking in good faith to obtain or enforce any benefit or right provided by this Agreement. Such payments shall be made within five (5) business days after delivery of the Executive's written requests for payment accompanied with such evidence of fees and expenses incurred as the Company reasonably may require.

16. Withholding. The Company is authorized to withhold, or to cause to be withheld, from any payment or benefit under the Agreement the full amount of any applicable withholding taxes.

17. Tax Consequences. The Company does not guarantee the tax treatment or tax consequences associated with any payment or benefit arising under this Agreement.

18. Acknowledgment. The Executive acknowledges that he has had the opportunity to discuss this matter with and obtain advice from his private attorney, has had sufficient time to, and has carefully read and fully understands all the provisions of the Agreement, and is knowingly and voluntarily entering into the Agreement.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

COMPANY:

IMMUNOGEN, INC.

_____

Daniel M. Junius
Chief Financial Officer and
Executive Vice President, Finance

EXECUTIVE:

_____

Mitchel Sayare

Exhibit 10.15

PROPRIETARY INFORMATION, INVENTIONS, AND COMPETITION AGREEMENT

AGREEMENT, dated this 30th day of November 2006, by and between ImmunoGen, Inc., a Massachusetts corporation having its principal place of business at 128 Sidney Street, Cambridge, Massachusetts 02139 (the "Company"), and Mitchel Sayare, an individual residing at 2 Avery Street, Suite 27c, Boston, MA 02111 ("Employee").

WITNESSETH:

WHEREAS, the Employee has been hired by the Company to perform certain services; and

WHEREAS, the Employee may be exposed, have access to, create or make contributions to the Proprietary Information as defined below and/or inventions of the Company;

NOW, THEREFORE, in consideration for the Company's employment of the Employee, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. Acknowledgements. The Employee understands and acknowledges that:

(a) As part of his/her services as an employee of the Company, he/she may be exposed or have access to, or make new contributions and inventions of value to, the past, present and future business, products, operations and policies of the Company.

(b) His/Her position as an employee creates a relationship of confidence and trust between the Employee and the Company with respect to (i) information which is related or applicable to the Company's Field of Interest (as defined in 1(c) below) and the manner in which the Company engages in business in such Field of Interest, and (ii) information which is related or applicable to the business of the Company or any client, customer, joint venture or other person with which the Company has a business relationship, (a "Business Associate"), any of which information has been or may be made known to the Employee by the Company (including, without limitation, any member of the Company's Scientific Advisory Board) or by any Business Associate of the Company, or any of which has been otherwise learned by the Employee as a result of or in connection with his/her service as an employee of the Company.

(c) The Company possesses and will continue to possess information that has been created by, discovered by, developed by or otherwise become known to the Company (including, without limitation, information created, discovered, developed or made known by the Employee related to or arising out of his/her service as an employee of the Company) and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial value to its business interests and/or in the Field of Interest in which the Company is presently engaged or will be engaged. The term "Field of Interest" shall mean the development of products based on monoclonal antibodies or other biological molecules capable of binding to specific tissue, or the conjugation of monoclonal antibodies or other biological molecules capable of binding to specific tissue with other substances, for use in the treatment, diagnosis or prevention of cancer and/or other diseases. During an individual's employment, the term "Field of Interest" may be expanded from time to time to include such other areas of therapy,

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diagnosis or prevention as may be designated by the Company. All of the aforementioned information is hereinafter called "Proprietary Information." By way of illustration, but not limitation, formulas, data, know-how, improvements, inventions, techniques, marketing plans, strategies, forecasts, and customer lists are Proprietary Information.

2. Proprietary Information.

(a) All Proprietary Information shall be the sole property of the Company and its successors and assigns, and the Company and its successors and assigns shall be the sole owner of all patents and other rights in connection therewith. The Employee hereby assigns to the Company any rights he/she may have or acquire in such Proprietary Information, and agrees to take such action and sign such documents from time to time as the Company reasonably requires to effect or confirm such assignment.

(b) At all times, both during the term of this Agreement and thereafter until such information becomes known to the public, the Employee will, subject to the provisions of Section 3 hereof regarding publication, keep in confidence and trust all Proprietary Information and any other confidential information of the Company, and he/she will not use or disclose any Proprietary Information or anything relating to it without the prior written consent of the Company, except as may be necessary in the ordinary course of performing his/her duties as an employee of the Company or as required by law; provided that if disclosure is required by law, the Employee agrees to provide the Company with written notice of such disclosure obligation prior to making such disclosure and no more than two (2) days after the Employee learns of such disclosure requirement.

(c) All documents, records, apparatus, equipment and other physical property, whether or not pertaining to Proprietary Information, furnished to the Employee by the Company or produced by the Employee or others in connection with the Employee's services hereunder shall be and remain the sole property of the Company. The Employee will return and deliver such property to the Company as and when requested by the Company. Should the Company not so request at an earlier time, the Employee shall return and deliver all such property upon termination of his/her service as an employee to the Company for any reason, and the Employee will not take with him/her any such property or any reproduction of such property upon such termination.

3. Inventions.

(a) The Employee will promptly disclose to the Company, or any persons designated by it, all improvements, inventions, formulas, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or learned by him/her, either alone or jointly with others, related to or arising out of his/her position as an employee or which are related to or useful in the business of the Company, or result from tasks which have been or may be assigned to the Employee by the Company or result from use of premises owned,

leased or contracted for by the Company (all said improvements, inventions, formulas, processes, techniques, know-how and data being hereinafter collectively called "Inventions").

(b) The Employee agrees that all Inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents and other rights in connection therewith. The Employee hereby assigns to the Company any rights he/she may have or acquire in such Inventions. The Employee further agrees as to

all such Inventions to assist the Company in every reasonable manner (but at the Company's expense) to obtain, and from time to time enforce, patents on said Inventions in any and all countries, and to that end the Employee will execute all documents for use in applying for and obtaining such patents thereon and enforcing the same, as the Company may desire, together with any assignments thereof to the Company or persons designated by it. The Employee's obligation to assist the Company in obtaining and enforcing patents for such Inventions in any and all countries shall continue beyond the termination of his/her employment by the Company, but the Company shall compensate the Employee at a reasonable rate after such termination for time actually spent by him/her at the Company's request on such assistance. In the event that the Company is unable for any reason whatsoever to secure the Employee's signature to any lawful and necessary documents required to apply for or execute any patent application with respect to such an Invention (including renewals, extensions, continuations, divisions or continuations in part thereof), the Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as his/her agents and attorneys-in-fact to act for and on his/her behalf and instead of him/her, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents thereon with the same legal force and effect as if executed by the Employee, and such power of attorney created hereby is coupled with an interest.

4. Competition. While the Employee is employed by the Company and for a period of twelve (12) months following the termination of the Employee's employment (the "Noncompetition Period"), regardless of the reason for such termination, the Employee shall not, for himself/herself or on behalf of any other person or entity, directly or indirectly, whether as principal, partner, agent, independent contractor, stockholder, employee, consultant, representative or in any other capacity, own, manage, operate or control, be concerned or connected with, or employed by, or otherwise associate in any manner with, engage in or have a financial interest in any business that is engaged in the Field of Interest, anywhere in the world, except that nothing in this Agreement shall preclude the Employee from (a) purchasing or owning securities of any such business if such securities are publicly traded, and provided that the Employee's holdings do not exceed three (3%) percent of the issued and outstanding securities of any class of securities of such business; or (b) working for any academic or government institutions. For the purposes of this paragraph only, following termination of the Executive's employment, the term "Field of Interest" shall be limited to mean the development of products based on the conjugation of monoclonal antibodies or other biological molecules capable of binding to specific tissue with other substances, for use in the treatment, diagnosis or prevention of cancer and/or other diseases.

5. Solicitation of Employees. During the Noncompetition Period the Employee shall not, either individually or on behalf of or through any third party, directly or indirectly (a) entice, solicit or encourage any director, employee or consultant to leave the Company, or (b) be involved for any entity other than the Company in the recruitment, engagement, or hiring of any Company director or employee. This section shall prohibit the aforesaid activities by the Employee with respect to any person both while such person is a director, employee or consultant of the Company and for thirty (30) days thereafter.

6. Publications. The Employee agrees to consult with the Company prior to publishing (in writing or by seminar, lecture or other oral presentation) any material relating to his/her activities that relate to the Company's Field of Interest, and to furnish copies of any such publication (written or oral) to the Company for prior clearance at least sixty (60) days prior to the proposed publication. The Company agrees to review such submissions and to apply for patents as promptly as practicable so as to avoid or keep to a minimum any delay in publishing material of scientific importance.

7. Prior Work and Legal Obligations

(a) By signing this Agreement, the Employee represents that she/he has no agreement with or other legal obligation to any prior employer or any other person or entity that restricts his/her ability to engage in employment discussions, to accept employment with, or to perform any function for the Company.

(b) The Employee also acknowledges that the Company has advised the Employee that at no time, either during any pre-employment discussions or at any time thereafter, should the Employee divulge to or use for the benefit of the Company any trade secret or confidential or proprietary information of any previous employer. By signing this Agreement, the Employee affirms that she/he has not divulged or used any such information for the benefit of the Company, and that she/he has not and will not misappropriate any proprietary information of a former employer that the Employee played any part in creating while working for such former employer.

8. Provisions Necessary and Reasonable/Injunctive Relief The Employee specifically agrees that the provisions of Sections 1-5 of this Agreement are necessary and reasonable to protect the Company's Proprietary Information, goodwill and business interests. The Employee acknowledges that given his/her skills and work experience, such restrictions will not prevent the Employee from earning a living in his/her general field of occupation during the term of such restrictions. The Employee further agrees that a breach or threatened breach by the Employee of Sections 1-5 of this Agreement would pose the risk of irreparable harm to the Company, and that in the event of a breach or threatened breach of any of such covenants, without posting any bond or security, the Company shall be entitled to seek and obtain equitable relief, in the form of specific performance, or temporary, preliminary or permanent injunctive relief, or any other equitable remedy which then may be available. The seeking of such injunction or order shall not affect the Company's right to seek and obtain damages or other equitable relief on account of any such actual or threatened breach.

9. Disclosure to Future and Prospective Employers. The Employee agrees that so long as this Agreement is effective the Employee will notify his/her employers of this Agreement and that the Company may notify any of the Employee's future or prospective employers or other third parties of this Agreement

and may provide a copy of this Agreement to such parties without the Employee's further consent.

10. Transfer, Promotion or Reassignment. The Employee acknowledges and agrees that if she/he should transfer between or among any affiliates of the Company or be promoted or reassigned to functions other than the Employee's present functions, all terms of this Agreement shall continue to apply with full force.

11. Severability. The parties intend this Agreement to be enforced as written. However, if any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, both parties desire that such portion or provision be modified by such a court so as to make it enforceable ("blue-penciled"), and that the remainder of this Agreement be enforced to the fullest extent permitted by law. In the event that such court deems any provision of this Agreement wholly unenforceable, then all remaining provisions shall nevertheless remain in full force and effect.

12. Notices. Except as otherwise specifically provided herein, any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written

verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to Employee shall be sent to the last known address in the Company's records or such other address as Employee may specify in writing. Notices to the Company shall be sent to the Company's Chairman or to such other Company representative as the Company may specify in writing.

13. Binding Effect. The Agreement will be binding upon and inure to the benefit of (a) the heirs, executors and legal representatives of the Employee upon the Employee's death and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of the Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. The Employee's obligations hereunder shall survive the termination of the Employee's employment by the Company, regardless of the reason for such termination.

14. Waivers. No waivers, express or implied, of any breach of this agreement shall be held or construed as a waiver of any other breach of the same or any other covenant, agreement or duty hereunder.

15. Governing Law. This agreement shall be construed and enforced in accordance with the law of the Commonwealth of Massachusetts, without giving effect to conflict of law principles. This agreement represents the entire agreement of the parties with respect to the subject matter hereof, and may only be amended or modified by a written instrument signed by the parties.

16. Meaning of Headings. The headings in this Agreement are for convenience only, and both parties agree that they shall not be construed or interpreted to modify or affect the construction or interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

IMMUNOGEN, INC.

_____

Daniel M. Junius
Chief Financial Officer and
Executive Vice President, Finance

_____

Employee Signature

Date: _____

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement"), dated as of November 30, 2006 (the ***"Effective Date"***), is made by and between ImmunoGen, Inc., a Massachusetts corporation (the "***Company***"), and Walter A. Blattler, Ph.D. ("***Executive***"). This Agreement is intended to confirm the understanding and set forth the agreement between the Company and Executive with respect to Executive's employment by the Company. In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Company and the Executive hereby agree as follows:

1. Employment.

(a) Title and Duties. Subject to the terms and conditions of this Agreement, the Company will employ Executive, and Executive will be employed by the Company, as Executive Vice President, Science and Technology, reporting to the Chief Executive Officer. Executive will have the responsibilities, duties and authority commensurate with said position. Executive will also perform such other services of an executive nature for the Company as may be reasonably assigned to Executive from time to time by the Chief Executive Officer or the Board of Directors of the Company (the "***Board***").

(b) Devotion to Duties. For so long as Executive is employed hereunder, Executive will devote substantially all of Executive's business time and energies to the business and affairs of the Company; provided that nothing contained in this Section 1(b) will be deemed to prevent or limit Executive's right to manage Executive's personal investments on Executive's own personal time, including, without limitation, the right to make passive investments in the securities of (i) any entity which Executive does not control, directly or indirectly, and which does not compete with the Company, or (ii) any publicly held entity (other than the Company or its related entities) so long as Executive's aggregate direct and indirect interest does not exceed three percent (3%) of the issued and outstanding securities of any class of securities of such publicly held entity. Except as set forth on Exhibit A hereto, Executive represents that Executive is not currently a director (or similar position) of any other entity and is not employed by or providing consulting services to any other person or entity, and Executive agrees to refrain from undertaking any such position or engagement without the prior approval of the Board. Executive may continue to serve as a director and/or volunteer for the entities listed on Exhibit A provided that such service does not create any conflicts, ethical or otherwise, with Executive's responsibilities to the Company and further provided that Executive's time commitments do not unreasonably interfere with his fulfillment of his responsibilities hereunder, as determined by the Board or its designated committee thereof.

2. Term of Agreement; Termination of Employment.

(a) Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue in effect for two (2) years; provided, however, that commencing on the second anniversary of the Effective Date and continuing each anniversary thereafter, the Term shall automatically be extended for one (1) additional year unless, not later than nine (9) months before the conclusion of the Term, the Company or the Executive shall have given notice not to extend the Term. Such notice or such termination of this Agreement shall not on its own have the effect of terminating Executive's employment, nor shall it constitute Cause (as defined below). The duration of this Agreement is hereafter referred to as the ***"Term."***

(b) Termination of Employment. The Executive is employed on an at-will basis and, subject to the provisions of Section 4, either the Executive or the Company may terminate the employment relationship at any time for any reason. Notwithstanding anything else contained in this Agreement, Executive's employment during the Term will terminate upon the earliest to occur of the following:

(i) Death. Immediately upon Executive's death;

(ii) Termination by the Company.

(A) If because of Disability (as defined below), then upon written notice by the Company to Executive that Executive's employment is being terminated as a result of Executive's Disability, which termination shall be effective on the date of such notice;

(B) If for Cause, then upon written notice by the Company to Executive that states that Executive's employment is being terminated for Cause (as defined below) and sets forth the specific alleged Cause for termination and the factual basis supporting the alleged Cause, which termination shall be effective on the date of such notice or such later date as specified in writing by the Company; or

(C) If without Cause (i.e., for reasons other than Sections 2(b)(ii)(A) or (B)), then upon written notice by the Company to Executive that Executive's employment is being terminated without Cause, which termination shall be effective on the date of such notice or such later date as specified in writing by the Company; or

(iii) Termination by Executive. Upon written notice by Executive to the Company that Executive is terminating Executive's employment, which termination shall be effective at Executive's election, not less than thirty (30) days and not more than sixty (60) days after the date of such notice; provided that the Executive may request at such time to leave with a shorter notice period, and the Company shall not unreasonably withhold its consent to such shorter period; and further provided that the Company may choose to accept Executive's resignation effective as of an earlier date.

Notwithstanding anything in this Section 2(b), the Company may at any point terminate Executive's employment for Cause prior to the effective date of any other termination contemplated hereunder if such Cause exists.

(c) Definition of "Disability". For purposes of this Agreement, "***Disability***" shall mean that Executive (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under a Company-sponsored group disability plan. Whether the Executive has a Disability will be determined by a majority of the Board based on evidence provided by one or more physicians selected by the Board and approved by Executive, which approval shall not be unreasonably withheld.

(d) Definition of "Cause". For purposes of this Agreement, "***Cause***" shall mean that Executive has (i) intentionally committed an act or omission that materially harms the Company; (ii) been grossly negligent in the performance of Executive's duties to the Company; (iii) willfully failed or refused to follow the lawful and proper directives of the CEO or the Board; (iv) been convicted of, or pleaded guilty or *nolo contendre*, to a felony; (v) committed an act involving moral turpitude; (vi) committed an act relating to the Company involving, in the good faith judgment of the Board, material fraud or theft; (vii) breached any material provision of this Agreement or any nondisclosure or non-competition agreement (including the Proprietary Information, Inventions, and Competition Agreement attached here as Exhibit B), between Executive and the Company, as all of the foregoing may be amended prospectively from time to time; or (viii) breached a material provision of any code of conduct or ethics policy in effect at the Company, as all of the foregoing may be amended prospectively from time to time.

3. Compensation.

(a) Base Salary. While Executive is employed hereunder, the Company will pay Executive a base salary at the gross annualized rate of $319,503.00 (the "***Base Salary***"), paid in accordance with the Company's usual payroll practices. The Base Salary will be subject to review annually or on such periodic basis (not to exceed annually) as the Company reviews the compensation of the Company's other senior executives and may be adjusted upwards in the sole discretion of the Board or its designee. The Company will deduct from each such installment any amounts required to be deducted or withheld under applicable law or under any employee benefit plan in which Executive participates.

(b) Annual Bonus. Executive may be eligible to earn an Annual Bonus relating to each fiscal year, based on the achievement of individual and Company written goals established on an annual basis by the Board within thirty (30) days of the beginning of the fiscal year. If the Executive meets the applicable goals, is employed by the Company at the

end of the year to which the Annual Bonus relates, and is not terminated for Cause prior to the payment of the Annual Bonus, then the Executive shall be entitled to an Annual Bonus for that year equal to 35% of his then-current Base Salary (the ***"Target Annual Bonus"***). Any awarded Annual Bonus shall be paid within 2 ½ months of the year to which it relates.

(c) Fringe Benefits. In addition to any benefits provided by this Agreement, Executive shall be entitled to participate generally in all employee benefit, welfare and other plans, practices, policies and programs and fringe benefits maintained by the Company from time to time on a basis no less favorable than those provided to other similarly-situated executives of the Company. Executive understands that, except when prohibited by applicable law, the Company's benefit plans and fringe benefits may be amended, enlarged, diminished or terminated prospectively by the Company from time to time, in its sole discretion, and that such shall not be deemed to be a breach of this Agreement.

(d) Vacation. Executive will be entitled to accrue up to forty (40) vacation days per year that Executive remains employed by the Company, administered in accordance with and subject to the terms of the Company's vacation policy, as it may be amended prospectively from time to time.

(e) Reimbursement of Expenses. The Company will promptly reimburse Executive for all ordinary and reasonable out-of-pocket business expenses that are incurred by Executive in furtherance of the Company's business in accordance with the Company's policies with respect thereto as in effect from time to time.

4. Compensation Upon Termination.

(a) Definition of Accrued Obligations. For purposes of this Agreement, "***Accrued Obligations***" means (i) the portion of Executive's Base Salary that has accrued prior to any termination of Executive's employment with the Company and has not yet been paid; (ii) to the extent required by law and the Company's policy, an amount equal to the value of Executive's accrued but unused vacation days; (iii) the amount of any expenses properly incurred by Executive on behalf of the Company prior to any such termination and not yet reimbursed; and (iv) the Annual Bonus related to the most recently completed fiscal year, if not already paid and if the termination is not for Cause (the amount of which shall be determined in accordance with Section 3(b) above)**.** Executive's entitlement to any other compensation or benefit under any plan or policy of the Company, including but not limited to applicable option plans, shall be governed by and determined in accordance with the terms of such plans or policies, except as otherwise specified in this Agreement.

(b) Termination for Cause, By the Executive, or as a Result of Executive's Disability or Death.

(i) If Executive's employment is terminated during the Term either by the Company for Cause or by Executive, or if Executive's employment terminates as a result of the Executive's death, the Company will pay the Accrued Obligations to Executive promptly following the effective date of such termination.

(ii) In case of termination during the Term by the Company as a result of the Executive's Disability, the Company will pay Executive the Accrued Obligations plus an amount equal to four (4) months of Executive's then-current Base Salary.

(c) Termination by the Company without Cause. If Executive's employment hereunder is terminated by the Company without Cause during the Term, then:

(i) The Company will pay the Accrued Obligations to Executive promptly following the effective date of such termination;

(ii) The Company will pay Executive a total amount equal to twelve (12) months of Executive's then current Base Salary, less applicable taxes and deductions; to be made in approximately equal biweekly installments in accordance with the Company's usual payroll practices over a period of twelve (12) months beginning after the effective date of the separation agreement described in Section 4(d);

(iii) The Company will continue to provide medical insurance coverage for Executive and Executive's family, subject to the requirements of COBRA and subject to Executive's payment of a premium co-pay related to the coverage that is no less favorable than the premium co-pay charged to active employees of the Company electing the same coverage for eighteen (18) months from the Separation Date; provided, that the Company shall have no obligation to provide such coverage if Executive fails to elect COBRA benefits in a timely fashion or if Executive becomes eligible for medical coverage with another employer; and

(iv) That portion of unvested options then held by Executive, if any, that would have vested during the twelve (12) month period following the effective date of employment termination but for such termination shall vest and be immediately exercisable as of the date of the employment termination. That portion of the shares of restricted stock then held by Executive, if any, that are subject to a lapsing forfeiture right that would have terminated during the twelve (12) month period following the effective date of employment termination but for such termination will terminate as of the date of the employment termination. All options and shares of restricted stock shall otherwise be subject to the terms and conditions of their respective agreements and with the applicable plan.

(d) Release of Claims. The Company shall not be obligated to pay Executive any of the compensation or provide Executive any of the benefits set forth in Section 4(b) or 4(c) (other than the Accrued Obligations) unless and until Executive has executed a timely separation agreement in a form acceptable to the Company, which shall include a release of claims between the Company and the Executive, and may include provisions regarding mutual non-disparagement and confidentiality.

(e) No Other Payments or Benefits Owing. The payments and benefits set forth in this Section 4 shall be the sole amounts owing to Executive as separation pay upon termination of Executive's employment. Executive shall not be eligible for any other payments, including but not limited to additional Base Salary payments, bonuses,

commissions, or other forms of compensation or benefits, except as may otherwise be set forth in this Agreement or other Company plan documents with respect to plans in which Executive is a participant.

(f) Notwithstanding any other provision with respect to the timing of payments under Section 4, if, at the time of Executive's termination, Executive is deemed to be a "specified employee" (within the meaning of Code Section 409A, and any successor statute, regulation and guidance thereto) of the Company, then limited only to the extent necessary to comply with the requirements of Code Section 409A, any payments to which Executive may become entitled under Section 4 which are subject to Code Section 409A (and not otherwise exempt from its application) will be withheld until the first (1st) business day of the seventh (7th) month following the termination of Executive's employment, at which time Executive shall be paid an aggregate amount equal to the accumulated, but unpaid, payments otherwise due to Executive under the terms of Section 4.

5. Competition. Executive agrees to sign and return to the Company the Proprietary Information, Inventions, and Competition Agreement (the "Proprietary Information Agreement") attached hereto as Exhibit B concurrently with the execution of this Agreement. The parties agree that the obligations set forth in the Proprietary Information Agreement shall survive termination of this Agreement and termination of the Executive's employment, regardless of the reason for such termination.

6. Property and Records. Upon termination of Executive's employment hereunder for any reason or for no reason, Executive will deliver to the Company any property of the Company which may be in Executive's possession, including blackberry-type devices, laptops, cell phones, products, materials, memoranda, notes, records, reports or other documents or photocopies of the same.

7. General.

(a) Notices. Except as otherwise specifically provided herein, any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to Executive shall be sent to the last known address in the Company's records or such other address as Executive may specify in writing. Notices to the Company shall be sent to the Company's CEO and Lead Director, or to such other Company representative as the Company may specify in writing.

(b) Entire Agreement/Modification. This Agreement, together with the Proprietary Information Agreement attached hereto, and the other agreements specifically referred to herein, embodies the entire agreement and understanding between the parties hereto and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement (or in a subsequent written modification or amendment executed by the parties hereto) will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

(c) Waivers and Consents. 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 will be deemed to be or will 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 will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

(d) Assignment and Binding Effect. The Company may assign its rights and obligations hereunder to any person or entity that succeeds to all or substantially all of the Company's business or that aspect of the Company's business in which Executive is principally involved. Executive may not assign Executive's rights and obligations under this Agreement without the prior written consent of the Company. This Agreement shall be binding upon Executive, Executive's heirs, executors and administrators and the Company, and its successors and assigns, and shall inure to the benefit of Executive, Executive's heirs, executors and administrators and the Company, and its successors and assigns.

(e) Insurance. Executive shall be entitled to the same rights, if any, to indemnification and coverage under the Company's Directors and Officers Liability Insurance policies as they may exist from time to time to the same extent as other similarly-situated executive employees of the Company.

(f) Governing Law. This Agreement and the rights and obligations of the parties hereunder will be construed in accordance with and governed by the law oftheCommonwealth of Massachusetts, without giving effect to conflict of law principles.

(g) Severability. The parties intend this Agreement to be enforced as written. However, should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

(h) Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

8. Taxation.

(a) The parties intend this Agreement to be in compliance with Code Section 409A. The Executive acknowledges and agrees that the Company does not guarantee the tax treatment or tax consequences associated with any payment or benefit arising under this Agreement, including but not limited to consequences related to Code Section 409A. The Company and Executive agree that both will negotiate in good faith and jointly execute an amendment to modify this Agreement to the extent necessary to comply with the requirements of Code Section 409A.

(b) If any payment or benefit Executive would receive under this Agreement, when combined with any other payment or benefit Executive receives pursuant to a change in control ("Payment") would (i) constitute a "parachute payment" within the meaning of Code Section 280G, and (ii) but for this sentence, be subject to the excise tax

imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment shall be either (x) the full amount of such Payment or (y) such less amount as would result in no portion of the Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state, and local employments taxes, income taxes, and the Excise Tax results in Executive's receipt, on an after-tax basis, of the greater amount of the Payment, notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. The Executive shall be allowed to specify which payment(s) or benefit(s) shall be reduced if necessary to implement this section and avoid the excise tax application. The Company shall provide the Executive with sufficient information to make such determination and to file and pay any required taxes.

9. Counterparts. This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. For all purposes a signature by fax shall be treated as an original.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Employment Agreement as of the date first written above.

EXECUTIVE

_____
(Signature)
Print Name: Walter A. Blattler

IMMUNOGEN, INC.

By: _____
Daniel M. Junius
Chief Financial Officer and
Executive Vice President, Finance

Exhibit A

SEVERANCE AGREEMENT

This Agreement is entered into as of the 30th day of November, 2006 (the "***Effective Date***") by and between ImmunoGen, Inc., a Massachusetts corporation (the "***Company***") and Walter A. Blattler, Ph.D. (the "***Executive***").

WHEREAS, the Executive is the Executive Vice President, Science and Technology ("EVP**"**) of the Company;

WHEREAS, the Company recognizes that the Executive's service to the Company is very important to the future success of the Company;

WHEREAS, the Executive desires to enter into this Agreement to provide the Executive with certain financial protection in the event that his employment terminates under certain conditions following a change in control of the Company; and

WHEREAS the Board of Directors of the Company (the "***Board***") has determined that it is in the best interests of the Company to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Executive hereby agree as follows:

1. Definitions.

(a) Cause. For purposes of this Agreement, "***Cause***" shall mean that Executive has (i) intentionally committed an act or omission that materially harms the Company; (ii) been grossly negligent in the performance of Executive's duties to the Company; (iii) willfully failed or refused to follow the lawful and proper directives of the Board or the CEO; (iv) been convicted of, or pleaded guilty or *nolo contendre*, to a felony; (v) committed an act involving moral turpitude; (vi) committed an act relating to the Executive's employment or the Company involving, in the good faith judgment of the Board, material fraud or theft; (vii) breached any material provision of this Agreement or any nondisclosure or non-competition agreement between Executive and the Company, as all of the foregoing may be amended prospectively from time to time; or (viii) breached a material provision of any code of conduct or ethics policy in effect at the Company, as all of the foregoing may be amended prospectively from time to time.

(b) Change in Control. For purposes of this Agreement, a "***Change in Control***" shall mean the occurrence of any of the following events; provided that "Change in Control" shall be interpreted in a manner, and limited to the extent necessary, so that it will not cause adverse tax consequences for either party with respect to Section 409A of the Internal Revenue Code of 1986, as amended (the "***Code***"), and the provisions of Treasury Notice 2005-1, and any successor statute, regulation and guidance thereto:

(i) Ownership. Any "Person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becomes the "Beneficial Owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing 50% or more of the total voting power represented by the Company's then

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outstanding voting securities (excluding for this purpose any such voting securities held by the Company or its Affiliates (as defined in the Company's 2006 Employer, Director and Consultant Equity Incentive Plan) or by any employee benefit plan of the Company) pursuant to a transaction or a series of related transactions which the Board does not approve; or

(ii) Merger/Sale of Assets. (A) A merger or consolidation of the Company whether or not approved by the Board, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or the parent of such corporation) at least 50% of the total voting power represented by the voting securities of the Company or such surviving entity or parent of such corporation, as the case may be, outstanding immediately after such merger or consolidation; or (B) the stockholders of the Company approve an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; or

(iii) Change in Board Composition. A change in the composition of the Board, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" shall mean directors who either (A) are directors of the Company as of November 11, 2006, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company).

(c) Disability. For purposes of this Agreement, "***Disability***" shall mean that Executive (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under a Company-sponsored group disability plan. Whether the Executive has a Disability will be determined by a majority of the Board based on evidence provided by one or more physicians selected by the Board and approved by Executive, which approval shall not be unreasonably withheld.

(d) Good Reason. For purposes of this Agreement, "***Good Reason***" shall mean the occurrence of one or more of the following without the Executive's consent: (i) a change in the principal location at which the Executive 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 Executive's authority, functions, duties or responsibilities as EVP of the Company, which would cause his position with the Company to become of less responsibility, importance or scope than his position on the date of this Agreement or as of any subsequent date prior to the Change in Control, provided, however, that such material change is not in connection with the termination of the Executive's employment 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 Executive continues to

hold the position of EVP in the subsidiary; or (iii) a reduction in the EVP's annual base salary or (iv) a reduction in the EVP's target annual bonus as compared to the target annual bonus set for the previous fiscal year.

2. Term of Agreement. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue in effect for two (2) years; provided, however, that commencing on second anniversary of the Effective Date and continuing each anniversary thereafter, the Term shall automatically be extended for one (1) additional year unless, not later than nine (9) months before the conclusion of the Term, the Company or the Executive shall have given notice not to extend the Term; and further provided, however, that if a Change in Control shall have occurred during the Term, the Term shall expire on the last day of the twenty-fourth (24th) month following the month in which such Change in Control occurred. Notice of termination or termination of this Agreement shall not constitute Cause or Good Reason (both terms as defined above).

3. Termination; Notice; Severance Compensation.

(a) In the event that within a period of two (2) months before or two (2) years following the consummation of a Change in Control the Company elects to terminate the Executive's employment other than for Cause (but not including termination due to the Executive's Disability), then the Company shall give the Executive no less than sixty (60) days advance notice of such termination (the "Company's Notice Period"); provided that the Company may elect to require the Executive to cease performing work for the Company so long as the Company continues the Executive's full salary and benefits during the Company's Notice Period.

(b) In the event that within a period of two (2) months before or two (2) years following the consummation of a Change in Control the Executive elects to terminate his employment for Good Reason, then the Executive shall give the Company no less than thirty (30) days and no more than (60) days advance notice of such termination (the "Executive's Notice Period"); provided that the Company may elect to require the Executive to cease performing work for the Company so long as the Company continues the Executive's full salary and benefits during the Executive's Notice Period. In order to effect a termination for Good Reason pursuant to this Agreement, the Executive must notice his intent to terminate for Good Reason not later than ninety (90) days following the occurrence of the Good Reason.

(c) In the event that within a period of two (2) months before or two (2) years following the consummation of a Change in Control the Executive's employment with the Company is terminated by the Company other than for Cause (but not including termination due to the Executive's death or Disability), or by the Executive for Good Reason, then, contingent upon the Executive's execution of a release of claims against the Company in a form reasonably acceptable to the Company (the "***Release***") the Executive shall be entitled to, in addition to any amounts due to the Executive for services rendered prior to the termination date:

(i) the Executive's target annual bonus for the fiscal year in which such termination occurs at 100% of such target annual bonus, pro-rated by the number of calendar days in which the Executive is employed by the Company during the applicable year, including any applicable Notice Period which shall be paid no later than the tenth business day following the effective date of the Release; and

(ii) a lump sum payment from the Company in an amount equal to one and one-half (1.5) times the Executive's highest Annual Salary, which shall be paid no later than the tenth business day following the effective date of the Release;

(iii) all outstanding options, restricted stock and other similar rights held by the Executive, which shall become one hundred percent (100%) vested; and

(iv) continuation of medical insurance coverage for Executive and Executive's family, subject to COBRA and subject to Executive's payment of a premium co-pay related to the coverage that is no less favorable than the premium co-pay charged to active employees of the Company electing the same coverage, for eighteen (18) months from the Separation Date; provided, that the Company shall have no obligation to provide such coverage if Executive fails to elect COBRA benefits in a timely fashion or if Executive becomes eligible for medical coverage with another employer.

For purposes of this Agreement, "***Annual Salary***" shall mean the Executive's annual base salary then in effect or, if higher, in effect at the time of the Change in Control, excluding reimbursements and amounts attributable to stock options and other non-cash compensation; and the "***Severance Compensation***" shall mean the compensation set forth in (ii), (iii), and (iv) above.

(d) Notwithstanding any other provision with respect to the timing of payments, if, at the time of Executive's termination, Executive is deemed to be a "specified employee" (within the meaning of Code Section 409A, and any successor statute, regulation and guidance thereto) of the Company, then limited only to the extent necessary to comply with the requirements of Code Section 409A, any payments to which Executive may become entitled under this Agreement which are subject to Code Section 409A (and not otherwise exempt from its application) will be withheld until the first (1st) business day of the seventh (7th) month following the termination of Executive's employment, at which time Executive shall be paid an aggregate amount equal to the accumulated, but unpaid, payments otherwise due to Executive under the terms of this Agreement.

(e) If any payment or benefit Executive would receive under this Agreement, when combined with any other payment or benefit Executive receives pursuant to a Change in Control ("Payment") would (i) constitute a "parachute payment" within the meaning of Code Section 280G, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment shall be either (x) the full amount of such Payment or (y) such less amount as would result in no portion of the Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state, and local employments taxes, income taxes, and the Excise Tax results in Executive's receipt, on an after-tax basis, of the greater amount of the Payment, notwithstanding that all or some portion of the Payment may be subject to the

Excise Tax. The Executive shall be allowed to specify which payment(s) or benefit(s) shall be reduced if necessary to implement this section and avoid the excise tax application. The Company shall provide the Executive with sufficient information to make such determination and to file and pay any required taxes.

4. No Duplication of Compensation. The Severance Compensation shall replace, and be provided in lieu of, any severance or similar compensation that may be provided to the Executive under any other agreement or arrangement in relation to termination of employment; provided, however, that this prohibition against duplication shall not be construed to otherwise limit the Executive's rights to payments or benefits provided under any pension plan (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended), deferred compensation, stock, stock option or similar plan sponsored by the Company.

5. No Mitigation. If the Executive's employment with the Company terminates following a Change in Control, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive by the Company pursuant to Section 3 or Section 15. Except as set forth in Section 4, the amount of any payment or benefit provided for in this Agreement shall not be reduced by any compensation earned by the Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the Company, or otherwise.

6. Confidentiality, Non-Competition, and Assignment of Inventions. The Company's obligations under this Agreement are contingent upon the Executive's execution of the Company's Proprietary Information, Inventions, and Competition Agreement (the "Proprietary Information Agreement"). The parties agree that the obligations set forth in the Proprietary Information Agreement shall survive termination of this Agreement and termination of the Executive's employment, regardless of the reason for such termination.

7. Enforceability. If any provision of this Agreement shall be deemed invalid or unenforceable as written, this Agreement shall be construed, to the greatest extent possible, or modified, to the extent allowable by law, in a manner which shall render it valid and enforceable. No invalidity or unenforceability of any provision contained herein shall affect any other portion of this Agreement.

8. Notices. Except as otherwise specifically provided herein, any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to Executive shall be sent to the last known address in the Company's records or such other address as Executive may specify in writing. Notices to the Company shall be sent to the Company's Chairman and Lead Director or to such other Company representative as the Company may specify in writing.

9. Claims for Benefits. All claims by the Executive for benefits under this Agreement shall be directed to and determined by the Board and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to the Executive in writing and shall set forth

the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to the Executive for a review of the decision denying a claim and shall further allow the Executive to appeal to the Board a decision of the Board within sixty (60) days after notification by the Board that the Executive's claim has been denied.

10. Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the Company and the Executive. The Company and the Executive agree that they will jointly execute an amendment to modify this Agreement to the extent necessary to comply with the requirements of Code Section 409A, or any successor statute, regulation and guidance thereto; provided that no such amendment shall increase the total financial obligation of the Company under this Agreement.

11. Waivers and Consents. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by a 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.

12. Binding Effect; Assignment. The Agreement will be binding upon and inure to the benefit of (a) the heirs, executors and legal representatives of the Executive upon the Executive's death and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of the Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of the Executive to receive any form of compensation payable pursuant to the Agreement may be assigned or transferred except by will or the laws of descent and distribution. Any other attempted assignment, transfer, conveyance or other disposition of the Executive's right to compensation or other benefits will be null and void.

13. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the Commonwealth of Massachusetts, without giving effect to the conflict of law principles thereof.

14. Jurisdiction and Service of Process. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the Commonwealth of Massachusetts or of the United States of America for the District of Massachusetts. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.

15. Attorneys' Fees. The Company shall pay to the Executive all legal fees and expenses incurred by the Executive in disputing in good faith any issue hereunder relating to the termination of the Executive's employment, in seeking in good faith to obtain or enforce any benefit or right

provided by this Agreement. Such payments shall be made within five (5) business days after delivery of the Executive's written requests for payment accompanied with such evidence of fees and expenses incurred as the Company reasonably may require.

16. Withholding. The Company is authorized to withhold, or to cause to be withheld, from any payment or benefit under the Agreement the full amount of any applicable withholding taxes.

17. Tax Consequences. The Company does not guarantee the tax treatment or tax consequences associated with any payment or benefit arising under this Agreement.

18. Acknowledgment. The Executive acknowledges that he has had the opportunity to discuss this matter with and obtain advice from his private attorney, has had sufficient time to, and has carefully read and fully understands all the provisions of the Agreement, and is knowingly and voluntarily entering into the Agreement.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

COMPANY:

IMMUNOGEN, INC.

Daniel M. Junius
Chief Financial Officer and
Executive Vice President, Finance

EXECUTIVE:

Walter A. Blattler, Ph.D.

Exhibit 10.18

PROPRIETARY INFORMATION, INVENTIONS, AND COMPETITION AGREEMENT

AGREEMENT, dated this 30th day of November 2006, by and between ImmunoGen, Inc., a Massachusetts corporation having its principal place of business at 128 Sidney Street, Cambridge, Massachusetts 02139 (the "Company"), and Walter A. Blattler, Ph.D., an individual residing at 197 Mason Terrace, Brookline, MA 02446 ("Employee").

WITNESSETH:

WHEREAS, the Employee has been hired by the Company to perform certain services; and

WHEREAS, the Employee may be exposed, have access to, create or make contributions to the Proprietary Information as defined below and/or inventions of the Company;

NOW, THEREFORE, in consideration for the Company's employment of the Employee, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. Acknowledgements. The Employee understands and acknowledges that:

(a) As part of his/her services as an employee of the Company, he/she may be exposed or have access to, or make new contributions and inventions of value to, the past, present and future business, products, operations and policies of the Company.

(b) His/Her position as an employee creates a relationship of confidence and trust between the Employee and the Company with respect to (i) information which is related or applicable to the Company's Field of Interest (as defined in 1(c) below) and the manner in which the Company engages in business in such Field of Interest, and (ii) information which is related or applicable to the business of the Company or any client, customer, joint venture or other person with which the Company has a business relationship, (a "Business Associate"), any of which information has been or may be made known to the Employee by the Company (including, without limitation, any member of the Company's Scientific Advisory Board) or by any Business Associate of the Company, or any of which has been otherwise learned by the Employee as a result of or in connection with his/her service as an employee of the Company.

(c) The Company possesses and will continue to possess information that has been created by, discovered by, developed by or otherwise become known to the Company (including, without limitation, information created, discovered, developed or made known by the Employee related to or arising out of his/her service as an employee of the Company) and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial value to its business interests and/or in the Field of Interest in which the Company is presently engaged or will be engaged. The term "Field of Interest" shall mean the development of products based on monoclonal antibodies or other biological molecules capable of binding to specific tissue, or the conjugation of monoclonal antibodies or other biological molecules capable of binding to specific tissue with other substances, for use in the treatment, diagnosis or prevention of cancer and/or other diseases. During an individual's employment, the term "Field of Interest" may be expanded from time to time to include such other areas of therapy,

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diagnosis or prevention as may be designated by the Company. All of the aforementioned information is hereinafter called "Proprietary Information." By way of illustration, but not limitation, formulas, data, know-how, improvements, inventions, techniques, marketing plans, strategies, forecasts, and customer lists are Proprietary Information.

2. Proprietary Information.

(a) All Proprietary Information shall be the sole property of the Company and its successors and assigns, and the Company and its successors and assigns shall be the sole owner of all patents and other rights in connection therewith. The Employee hereby assigns to the Company any rights he/she may have or acquire in such Proprietary Information, and agrees to take such action and sign such documents from time to time as the Company reasonably requires to effect or confirm such assignment.

(b) At all times, both during the term of this Agreement and thereafter until such information becomes known to the public, the Employee will, subject to the provisions of Section 3 hereof regarding publication, keep in confidence and trust all Proprietary Information and any other confidential information of the Company, and he/she will not use or disclose any Proprietary Information or anything relating to it without the prior written consent of the Company, except as may be necessary in the ordinary course of performing his/her duties as an employee of the Company or as required by law; provided that if disclosure is required by law, the Employee agrees to provide the Company with written notice of such disclosure obligation prior to making such disclosure and no more than two (2) days after the Employee learns of such disclosure requirement.

(c) All documents, records, apparatus, equipment and other physical property, whether or not pertaining to Proprietary Information, furnished to the Employee by the Company or produced by the Employee or others in connection with the Employee's services hereunder shall be and remain the sole property of the Company. The Employee will return and deliver such property to the Company as and when requested by the Company. Should the Company not so request at an earlier time, the Employee shall return and deliver all such property upon termination of his/her service as an employee to the Company for any reason, and the Employee will not take with him/her any such property or any reproduction of such property upon such termination.

3. Inventions.

(a) The Employee will promptly disclose to the Company, or any persons designated by it, all improvements, inventions, formulas, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or learned by him/her, either alone or jointly with others, related to or arising out of his/her position as an employee or which are related to or useful in the business of the Company, or result from tasks which have been or may be assigned to the Employee by the Company or result from use of premises owned,

leased or contracted for by the Company (all said improvements, inventions, formulas, processes, techniques, know-how and data being hereinafter collectively called "Inventions").

(b) The Employee agrees that all Inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents and other rights in connection therewith. The Employee hereby assigns to the Company any rights he/she may have or acquire in such Inventions. The Employee further agrees as to

all such Inventions to assist the Company in every reasonable manner (but at the Company's expense) to obtain, and from time to time enforce, patents on said Inventions in any and all countries, and to that end the Employee will execute all documents for use in applying for and obtaining such patents thereon and enforcing the same, as the Company may desire, together with any assignments thereof to the Company or persons designated by it. The Employee's obligation to assist the Company in obtaining and enforcing patents for such Inventions in any and all countries shall continue beyond the termination of his/her employment by the Company, but the Company shall compensate the Employee at a reasonable rate after such termination for time actually spent by him/her at the Company's request on such assistance. In the event that the Company is unable for any reason whatsoever to secure the Employee's signature to any lawful and necessary documents required to apply for or execute any patent application with respect to such an Invention (including renewals, extensions, continuations, divisions or continuations in part thereof), the Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as his/her agents and attorneys-in-fact to act for and on his/her behalf and instead of him/her, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents thereon with the same legal force and effect as if executed by the Employee, and such power of attorney created hereby is coupled with an interest.

4. Competition. While the Employee is employed by the Company and for a period of twelve (12) months following the termination of the Employee's employment (the "Noncompetition Period"), regardless of the reason for such termination, the Employee shall not, for himself/herself or on behalf of any other person or entity, directly or indirectly, whether as principal, partner, agent, independent contractor, stockholder, employee, consultant, representative or in any other capacity, own, manage, operate or control, be concerned or connected with, or employed by, or otherwise associate in any manner with, engage in or have a financial interest in any business that is engaged in the Field of Interest, anywhere in the world, except that nothing in this Agreement shall preclude the Employee from (a) purchasing or owning securities of any such business if such securities are publicly traded, and provided that the Employee's holdings do not exceed three (3%) percent of the issued and outstanding securities of any class of securities of such business; or (b) working for any academic or government institutions. For the purposes of this paragraph only, following termination of the Executive's employment, the term "Field of Interest" shall be limited to mean the development of products based on the conjugation of monoclonal antibodies or other biological molecules capable of binding to specific tissue with other substances, for use in the treatment, diagnosis or prevention of cancer and/or other diseases.

5. Solicitation of Employees. During the Noncompetition Period the Employee shall not, either individually or on behalf of or through any third party, directly or indirectly (a) entice, solicit or encourage any director, employee or consultant to leave the Company, or (b) be involved for any entity other than the Company in the recruitment, engagement, or hiring of any Company director or employee. This section shall prohibit the aforesaid activities by the Employee with respect to any person both while such person is a director, employee or consultant of the Company and for thirty (30) days thereafter.

6. Publications. The Employee agrees to consult with the Company prior to publishing (in writing or by seminar, lecture or other oral presentation) any material relating to his/her activities that relate to the Company's Field of Interest, and to furnish copies of any such publication (written or oral) to the Company for prior clearance at least sixty (60) days prior to the proposed publication. The Company agrees to review such submissions and to apply for patents as promptly as practicable so as to avoid or keep to a minimum any delay in publishing material of scientific importance.

7. Prior Work and Legal Obligations

(a) By signing this Agreement, the Employee represents that she/he has no agreement with or other legal obligation to any prior employer or any other person or entity that restricts his/her ability to engage in employment discussions, to accept employment with, or to perform any function for the Company.

(b) The Employee also acknowledges that the Company has advised the Employee that at no time, either during any pre-employment discussions or at any time thereafter, should the Employee divulge to or use for the benefit of the Company any trade secret or confidential or proprietary information of any previous employer. By signing this Agreement, the Employee affirms that she/he has not divulged or used any such information for the benefit of the Company, and that she/he has not and will not misappropriate any proprietary information of a former employer that the Employee played any part in creating while working for such former employer.

8. Provisions Necessary and Reasonable/Injunctive Relief The Employee specifically agrees that the provisions of Sections 1-5 of this Agreement are necessary and reasonable to protect the Company's Proprietary Information, goodwill and business interests. The Employee acknowledges that given his/her skills and work experience, such restrictions will not prevent the Employee from earning a living in his/her general field of occupation during the term of such restrictions. The Employee further agrees that a breach or threatened breach by the Employee of Sections 1-5 of this Agreement would pose the risk of irreparable harm to the Company, and that in the event of a breach or threatened breach of any of such covenants, without posting any bond or security, the Company shall be entitled to seek and obtain equitable relief, in the form of specific performance, or temporary, preliminary or permanent injunctive relief, or any other equitable remedy which then may be available. The seeking of such injunction or order shall not affect the Company's right to seek and obtain damages or other equitable relief on account of any such actual or threatened breach.

9. Disclosure to Future and Prospective Employers. The Employee agrees that so long as this Agreement is effective the Employee will notify his/her employers of this Agreement and that the Company may notify any of the Employee's future or prospective employers or other third parties of this Agreement and may provide a copy of this Agreement to such parties without the Employee's further consent.

10. Transfer, Promotion or Reassignment. The Employee acknowledges and agrees that if she/he should transfer between or among any affiliates of the Company or be promoted or reassigned to functions other than the Employee's present functions, all terms of this Agreement shall continue to apply with full force.

11. Severability. The parties intend this Agreement to be enforced as written. However, if any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, both parties desire that such portion or provision be modified by such a court so as to make it enforceable ("blue-penciled"), and that the remainder of this Agreement be enforced to the fullest extent permitted by law. In the event that such court deems any provision of this Agreement wholly unenforceable, then all remaining provisions shall nevertheless remain in full force and effect.

12. Notices. Except as otherwise specifically provided herein, any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written

verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to Employee shall be sent to the last known address in the Company's records or such other address as Employee may specify in writing. Notices to the Company shall be sent to the Company's Chairman or to such other Company representative as the Company may specify in writing.

13. Binding Effect. The Agreement will be binding upon and inure to the benefit of (a) the heirs, executors and legal representatives of the Employee upon the Employee's death and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of the Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. The Employee's obligations hereunder shall survive the termination of the Employee's employment by the Company, regardless of the reason for such termination.

14. Waivers. No waivers, express or implied, of any breach of this agreement shall be held or construed as a waiver of any other breach of the same or any other covenant, agreement or duty hereunder.

15. Governing Law. This agreement shall be construed and enforced in accordance with the law of the Commonwealth of Massachusetts, without giving effect to conflict of law principles. This agreement represents the entire agreement of the parties with respect to the subject matter hereof, and may only be amended or modified by a written instrument signed by the parties.

16. Meaning of Headings. The headings in this Agreement are for convenience only, and both parties agree that they shall not be construed or interpreted to modify or affect the construction or interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

IMMUNOGEN, INC.

_____
Daniel M. Junius
Chief Financial Officer and
Executive Vice President, Finance

_____
Employee Signature

Date: _____

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement"), dated as of November 30, 2006 (the ***"Effective Date"***), is made by and between ImmunoGen, Inc., a Massachusetts corporation (the "***Company***"), and John M. Lambert, Ph.D. ("***Executive***"). This Agreement is intended to confirm the understanding and set forth the agreement between the Company and Executive with respect to Executive's employment by the Company. In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Company and the Executive hereby agree as follows:

1. Employment.

(a) Title and Duties. Subject to the terms and conditions of this Agreement, the Company will employ Executive, and Executive will be employed by the Company, as Senior Vice President, Pharmaceutical Development, reporting to the Executive Vice President, Science and Technology. Executive will have the responsibilities, duties and authority commensurate with said position. Executive will also perform such other services of an executive nature for the Company as may be reasonably assigned to Executive from time to time by the Executive Vice President, Science and Technology or the Board of Directors of the Company (the "***Board***").

(b) Devotion to Duties. For so long as Executive is employed hereunder, Executive will devote substantially all of Executive's business time and energies to the business and affairs of the Company; provided that nothing contained in this Section 1(b) will be deemed to prevent or limit Executive's right to manage Executive's personal investments on Executive's own personal time, including, without limitation, the right to make passive investments in the securities of (i) any entity which Executive does not control, directly or indirectly, and which does not compete with the Company, or (ii) any publicly held entity (other than the Company or its related entities) so long as Executive's aggregate direct and indirect interest does not exceed three percent (3%) of the issued and outstanding securities of any class of securities of such publicly held entity. Except as set forth on Exhibit A hereto, Executive represents that Executive is not currently a director (or similar position) of any other entity and is not employed by or providing consulting services to any other person or entity, and Executive agrees to refrain from undertaking any such position or engagement without the prior approval of the Board. Executive may continue to serve as a director and/or volunteer for the entities listed on Exhibit A provided that such service does not create any conflicts, ethical or otherwise, with Executive's responsibilities to the Company and further provided that Executive's time commitments do not unreasonably interfere with his fulfillment of his responsibilities hereunder, as determined by the Board or its designated committee thereof.

2. Term of Agreement; Termination of Employment.

(a) Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue in effect for two (2) years; provided, however, that commencing on the second anniversary of the Effective Date and continuing each anniversary thereafter, the Term shall automatically be extended for one (1) additional year unless, not later than nine (9) months before the conclusion of the Term, the Company or the Executive shall have given notice not to extend the Term. Such notice or such termination of this Agreement shall not on its own have the effect of terminating Executive's employment, nor shall it constitute Cause (as defined below). The duration of this Agreement is hereafter referred to as the ***"Term."***

(b) Termination of Employment. The Executive is employed on an at-will basis and, subject to the provisions of Section 4, either the Executive or the Company may terminate the employment relationship at any time for any reason. Notwithstanding anything else contained in this Agreement, Executive's employment during the Term will terminate upon the earliest to occur of the following:

(i) Death. Immediately upon Executive's death;

(ii) Termination by the Company.

(A) If because of Disability (as defined below), then upon written notice by the Company to Executive that Executive's employment is being terminated as a result of Executive's Disability, which termination shall be effective on the date of such notice;

(B) If for Cause, then upon written notice by the Company to Executive that states that Executive's employment is being terminated for Cause (as defined below) and sets forth the specific alleged Cause for termination and the factual basis supporting the alleged Cause, which termination shall be effective on the date of such notice or such later date as specified in writing by the Company; or

(C) If without Cause (i.e., for reasons other than Sections 2(b)(ii)(A) or (B)), then upon written notice by the Company to Executive that Executive's employment is being terminated without Cause, which termination shall be effective on the date of such notice or such later date as specified in writing by the Company; or

(iii) Termination by Executive. Upon written notice by Executive to the Company that Executive is terminating Executive's employment, which termination shall be effective at Executive's election, not less than thirty (30) days and not more than sixty (60) days after the date of such notice; provided that the Executive may request at such time to leave with a shorter notice period, and the Company shall not unreasonably withhold its consent to such shorter period; and further provided that the Company may choose to accept Executive's resignation effective as of an earlier date.

Notwithstanding anything in this Section 2(b), the Company may at any point terminate Executive's employment for Cause prior to the effective date of any other termination contemplated hereunder if such Cause exists.

(c) Definition of "Disability". For purposes of this Agreement, "***Disability***" shall mean that Executive (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under a Company-sponsored group disability plan. Whether the Executive has a Disability will be determined by a majority of the Board based on evidence provided by one or more physicians selected by the Board and approved by Executive, which approval shall not be unreasonably withheld.

(d) Definition of "Cause". For purposes of this Agreement, "***Cause***" shall mean that Executive has (i) intentionally committed an act or omission that materially harms the Company; (ii) been grossly negligent in the performance of Executive's duties to the Company; (iii) willfully failed or refused to follow the lawful and proper directives of the CEO or the Board; (iv) been convicted of, or pleaded guilty or *nolo contendre*, to a felony; (v) committed an act involving moral turpitude; (vi) committed an act relating to the Company involving, in the good faith judgment of the Board, material fraud or theft; (vii) breached any material provision of this Agreement or any nondisclosure or non-competition agreement (including the Proprietary Information, Inventions, and Competition Agreement attached here as Exhibit B), between Executive and the Company, as all of the foregoing may be amended prospectively from time to time; or (viii) breached a material provision of any code of conduct or ethics policy in effect at the Company, as all of the foregoing may be amended prospectively from time to time.

3. Compensation.

(a) Base Salary. While Executive is employed hereunder, the Company will pay Executive a base salary at the gross annualized rate of $268,266.00 (the "***Base Salary***"), paid in accordance with the Company's usual payroll practices. The Base Salary will be subject to review annually or on such periodic basis (not to exceed annually) as the Company reviews the compensation of the Company's other senior executives and may be adjusted upwards in the sole discretion of the Board or its designee. The Company will deduct from each such installment any amounts required to be deducted or withheld under applicable law or under any employee benefit plan in which Executive participates.

(b) Annual Bonus. Executive may be eligible to earn an Annual Bonus relating to each fiscal year, based on the achievement of individual and Company written goals established on an annual basis by the Board within thirty (30) days of the beginning of the fiscal year. If the Executive meets the applicable goals, is employed by the Company at the

end of the year to which the Annual Bonus relates, and is not terminated for Cause prior to the payment of the Annual Bonus, then the Executive shall be entitled to an Annual Bonus for that year equal to 30% of his then-current Base Salary (the ***"Target Annual Bonus"***). Any awarded Annual Bonus shall be paid within 2 ½ months of the year to which it relates.

(c) Fringe Benefits. In addition to any benefits provided by this Agreement, Executive shall be entitled to participate generally in all employee benefit, welfare and other plans, practices, policies and programs and fringe benefits maintained by the Company from time to time on a basis no less favorable than those provided to other similarly-situated executives of the Company. Executive understands that, except when prohibited by applicable law, the Company's benefit plans and fringe benefits may be amended, enlarged, diminished or terminated prospectively by the Company from time to time, in its sole discretion, and that such shall not be deemed to be a breach of this Agreement.

(d) Vacation. Executive will be entitled to accrue up to forty (40) vacation days per year that Executive remains employed by the Company, administered in accordance with and subject to the terms of the Company's vacation policy, as it may be amended prospectively from time to time.

(e) Reimbursement of Expenses. The Company will promptly reimburse Executive for all ordinary and reasonable out-of-pocket business expenses that are incurred by Executive in furtherance of the Company's business in accordance with the Company's policies with respect thereto as in effect from time to time.

4. Compensation Upon Termination.

(a) Definition of Accrued Obligations. For purposes of this Agreement, "***Accrued Obligations***" means (i) the portion of Executive's Base Salary that has accrued prior to any termination of Executive's employment with the Company and has not yet been paid; (ii) to the extent required by law and the Company's policy, an amount equal to the value of Executive's accrued but unused vacation days; (iii) the amount of any expenses properly incurred by Executive on behalf of the Company prior to any such termination and not yet reimbursed; and (iv) the Annual Bonus related to the most recently completed fiscal year, if not already paid and if the termination is not for Cause (the amount of which shall be determined in accordance with Section 3(b) above)**.** Executive's entitlement to any other compensation or benefit under any plan or policy of the Company, including but not limited to applicable option plans, shall be governed by and determined in accordance with the terms of such plans or policies, except as otherwise specified in this Agreement.

(b) Termination for Cause, By the Executive, or as a Result of Executive's Disability or Death.

(i) If Executive's employment is terminated during the Term either by the Company for Cause or by Executive, or if Executive's employment terminates as a result of the Executive's death, the Company will pay the Accrued Obligations to Executive promptly following the effective date of such termination.

(ii) In case of termination during the Term by the Company as a result of the Executive's Disability, the Company will pay Executive the Accrued Obligations plus an amount equal to four (4) months of Executive's then-current Base Salary.

(c) Termination by the Company without Cause. If Executive's employment hereunder is terminated by the Company without Cause during the Term, then:

(i) The Company will pay the Accrued Obligations to Executive promptly following the effective date of such termination;

(ii) The Company will pay Executive a total amount equal to twelve (12) months of Executive's then current Base Salary, less applicable taxes and deductions; to be made in approximately equal biweekly installments in accordance with the Company's usual payroll practices over a period of twelve (12) months beginning after the effective date of the separation agreement described in Section 4(d);

(iii) The Company will continue to provide medical insurance coverage for Executive and Executive's family, subject to the requirements of COBRA and subject to Executive's payment of a premium co-pay related to the coverage that is no less favorable than the premium co-pay charged to active employees of the Company electing the same coverage for eighteen (18) months from the Separation Date; provided, that the Company shall have no obligation to provide such coverage if Executive fails to elect COBRA benefits in a timely fashion or if Executive becomes eligible for medical coverage with another employer; and

(iv) That portion of unvested options then held by Executive, if any, that would have vested during the twelve (12) month period following the effective date of employment termination but for such termination shall vest and be immediately exercisable as of the date of the employment termination. That portion of the shares of restricted stock then held by Executive, if any, that are subject to a lapsing forfeiture right that would have terminated during the twelve (12) month period following the effective date of employment termination but for such termination will terminate as of the date of the employment termination. All options and shares of restricted stock shall otherwise be subject to the terms and conditions of their respective agreements and with the applicable plan.

(d) Release of Claims. The Company shall not be obligated to pay Executive any of the compensation or provide Executive any of the benefits set forth in Section 4(b) or 4(c) (other than the Accrued Obligations) unless and until Executive has executed a timely separation agreement in a form acceptable to the Company, which shall include a release of claims between the Company and the Executive, and may include provisions regarding mutual non-disparagement and confidentiality.

(e) No Other Payments or Benefits Owing. The payments and benefits set forth in this Section 4 shall be the sole amounts owing to Executive as separation pay upon termination of Executive's employment. Executive shall not be eligible for any other

payments, including but not limited to additional Base Salary payments, bonuses, commissions, or other forms of compensation or benefits, except as may otherwise be set forth in this Agreement or other Company plan documents with respect to plans in which Executive is a participant.

(f) Notwithstanding any other provision with respect to the timing of payments under Section 4, if, at the time of Executive's termination, Executive is deemed to be a "specified employee" (within the meaning of Code Section 409A, and any successor statute, regulation and guidance thereto) of the Company, then limited only to the extent necessary to comply with the requirements of Code Section 409A, any payments to which Executive may become entitled under Section 4 which are subject to Code Section 409A (and not otherwise exempt from its application) will be withheld until the first (1st) business day of the seventh (7th) month following the termination of Executive's employment, at which time Executive shall be paid an aggregate amount equal to the accumulated, but unpaid, payments otherwise due to Executive under the terms of Section 4.

5. Competition. Executive agrees to sign and return to the Company the Proprietary Information, Inventions, and Competition Agreement (the "Proprietary Information Agreement") attached hereto as Exhibit B concurrently with the execution of this Agreement. The parties agree that the obligations set forth in the Proprietary Information Agreement shall survive termination of this Agreement and termination of the Executive's employment, regardless of the reason for such termination.

6. Property and Records. Upon termination of Executive's employment hereunder for any reason or for no reason, Executive will deliver to the Company any property of the Company which may be in Executive's possession, including blackberry-type devices, laptops, cell phones, products, materials, memoranda, notes, records, reports or other documents or photocopies of the same.

7. General.

(a) Notices. Except as otherwise specifically provided herein, any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to Executive shall be sent to the last known address in the Company's records or such other address as Executive may specify in writing. Notices to the Company shall be sent to the Company's CEO and Lead Director, or to such other Company representative as the Company may specify in writing.

(b) Entire Agreement/Modification. This Agreement, together with the Proprietary Information Agreement attached hereto, and the other agreements specifically referred to herein, embodies the entire agreement and understanding between the parties hereto and supersedes all prior oral or written agreements and understandings relating to the

subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement (or in a subsequent written modification or amendment executed by the parties hereto) will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

(c) Waivers and Consents. 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 will be deemed to be or will 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 will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

(d) Assignment and Binding Effect. The Company may assign its rights and obligations hereunder to any person or entity that succeeds to all or substantially all of the Company's business or that aspect of the Company's business in which Executive is principally involved. Executive may not assign Executive's rights and obligations under this Agreement without the prior written consent of the Company. This Agreement shall be binding upon Executive, Executive's heirs, executors and administrators and the Company, and its successors and assigns, and shall inure to the benefit of Executive, Executive's heirs, executors and administrators and the Company, and its successors and assigns.

(e) Insurance. Executive shall be entitled to the same rights, if any, to indemnification and coverage under the Company's Directors and Officers Liability Insurance policies as they may exist from time to time to the same extent as other similarly-situated executive employees of the Company.

(f) Governing Law. This Agreement and the rights and obligations of the parties hereunder will be construed in accordance with and governed by the law oftheCommonwealth of Massachusetts, without giving effect to conflict of law principles.

(g) Severability. The parties intend this Agreement to be enforced as written. However, should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

(h) Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

8. Taxation.

(a) The parties intend this Agreement to be in compliance with Code Section 409A. The Executive acknowledges and agrees that the Company does not guarantee the tax treatment or tax consequences associated with any payment or benefit arising under this Agreement, including but not limited to consequences related to Code Section 409A. The Company and Executive agree that both will negotiate in good faith and jointly execute an amendment to modify this Agreement to the extent necessary to comply with the requirements of Code Section 409A.

(b) If any payment or benefit Executive would receive under this Agreement, when combined with any other payment or benefit Executive receives pursuant to a change in control ("Payment") would (i) constitute a "parachute payment" within the meaning of Code Section 280G, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment shall be either (x) the full amount of such Payment or (y) such less amount as would result in no portion of the Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state, and local employments taxes, income taxes, and the Excise Tax results in Executive's receipt, on an after-tax basis, of the greater amount of the Payment, notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. The Executive shall be allowed to specify which payment(s) or benefit(s) shall be reduced if necessary to implement this section and avoid the excise tax application. The Company shall provide the Executive with sufficient information to make such determination and to file and pay any required taxes.

9. Counterparts. This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. For all purposes a signature by fax shall be treated as an original.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Employment Agreement as of the date first written above.

EXECUTIVE

_____
(Signature)
Print Name: John M. Lambert, Ph.D.

IMMUNOGEN, INC.

By: _____
Daniel M. Junius
Chief Financial Officer and
Executive Vice President, Finance

Exhibit A

SEVERANCE AGREEMENT

This Agreement is entered into as of the 30th day of November, 2006 (the "***Effective Date***") by and between ImmunoGen, Inc., a Massachusetts corporation (the "***Company***") and John M. Lambert, Ph.D. (the "***Executive***").

WHEREAS, the Executive is the Senior Vice President, Pharmaceutical Development ("SVP**"**) of the Company;

WHEREAS, the Company recognizes that the Executive's service to the Company is very important to the future success of the Company;

WHEREAS, the Executive desires to enter into this Agreement to provide the Executive with certain financial protection in the event that his employment terminates under certain conditions following a change in control of the Company; and

WHEREAS the Board of Directors of the Company (the "***Board***") has determined that it is in the best interests of the Company to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Executive hereby agree as follows:

1. Definitions.

(a) Cause. For purposes of this Agreement, "***Cause***" shall mean that Executive has (i) intentionally committed an act or omission that materially harms the Company; (ii) been grossly negligent in the performance of Executive's duties to the Company; (iii) willfully failed or refused to follow the lawful and proper directives of the Board or the CEO; (iv) been convicted of, or pleaded guilty or *nolo contendre*, to a felony; (v) committed an act involving moral turpitude; (vi) committed an act relating to the Executive's employment or the Company involving, in the good faith judgment of the Board, material fraud or theft; (vii) breached any material provision of this Agreement or any nondisclosure or non-competition agreement between Executive and the Company, as all of the foregoing may be amended prospectively from time to time; or (viii) breached a material provision of any code of conduct or ethics policy in effect at the Company, as all of the foregoing may be amended prospectively from time to time.

(b) Change in Control. For purposes of this Agreement, a "***Change in Control***" shall mean the occurrence of any of the following events; provided that "Change in Control" shall be interpreted in a manner, and limited to the extent necessary, so that it will not cause adverse tax consequences for either party with respect to Section 409A of the Internal Revenue Code of 1986, as amended (the "***Code***"), and the provisions of Treasury Notice 2005-1, and any successor statute, regulation and guidance thereto:

(i) Ownership. Any "Person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becomes the "Beneficial Owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing 50% or more of the total voting power represented by the Company's then

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outstanding voting securities (excluding for this purpose any such voting securities held by the Company or its Affiliates (as defined in the Company's 2006 Employer, Director and Consultant Equity Incentive Plan) or by any employee benefit plan of the Company) pursuant to a transaction or a series of related transactions which the Board does not approve; or

(ii) Merger/Sale of Assets. (A) A merger or consolidation of the Company whether or not approved by the Board, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or the parent of such corporation) at least 50% of the total voting power represented by the voting securities of the Company or such surviving entity or parent of such corporation, as the case may be, outstanding immediately after such merger or consolidation; or (B) the stockholders of the Company approve an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; or

(iii) Change in Board Composition. A change in the composition of the Board, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" shall mean directors who either (A) are directors of the Company as of November 11, 2006, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company).

(c) Disability. For purposes of this Agreement, "***Disability***" shall mean that Executive (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under a Company-sponsored group disability plan. Whether the Executive has a Disability will be determined by a majority of the Board based on evidence provided by one or more physicians selected by the Board and approved by Executive, which approval shall not be unreasonably withheld.

(d) Good Reason. For purposes of this Agreement, "***Good Reason***" shall mean the occurrence of one or more of the following without the Executive's consent: (i) a change in the principal location at which the Executive 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 Executive's authority, functions, duties or responsibilities as SVP of the Company, which would cause his position with the Company to become of less responsibility, importance or scope than his position on the date of this Agreement or as of any subsequent date prior to the Change in Control, provided, however, that such material change is not in connection with the termination of the Executive's employment 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 Executive continues to

hold the position of SVP in the subsidiary; or (iii) a reduction in the SVP's annual base salary or (iv) a reduction in the SVP's target annual bonus as compared to the target annual bonus set for the previous fiscal year.

2. Term of Agreement. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue in effect for two (2) years; provided, however, that commencing on second anniversary of the Effective Date and continuing each anniversary thereafter, the Term shall automatically be extended for one (1) additional year unless, not later than nine (9) months before the conclusion of the Term, the Company or the Executive shall have given notice not to extend the Term; and further provided, however, that if a Change in Control shall have occurred during the Term, the Term shall expire on the last day of the twenty-fourth (24th) month following the month in which such Change in Control occurred. Notice of termination or termination of this Agreement shall not constitute Cause or Good Reason (both terms as defined above).

3. Termination; Notice; Severance Compensation.

(a) In the event that within a period of two (2) months before or two (2) years following the consummation of a Change in Control the Company elects to terminate the Executive's employment other than for Cause (but not including termination due to the Executive's Disability), then the Company shall give the Executive no less than sixty (60) days advance notice of such termination (the "Company's Notice Period"); provided that the Company may elect to require the Executive to cease performing work for the Company so long as the Company continues the Executive's full salary and benefits during the Company's Notice Period.

(b) In the event that within a period of two (2) months before or two (2) years following the consummation of a Change in Control the Executive elects to terminate his employment for Good Reason, then the Executive shall give the Company no less than thirty (30) days and no more than (60) days advance notice of such termination (the "Executive's Notice Period"); provided that the Company may elect to require the Executive to cease performing work for the Company so long as the Company continues the Executive's full salary and benefits during the Executive's Notice Period. In order to effect a termination for Good Reason pursuant to this Agreement, the Executive must notice his intent to terminate for Good Reason not later than ninety (90) days following the occurrence of the Good Reason.

(c) In the event that within a period of two (2) months before or two (2) years following the consummation of a Change in Control the Executive's employment with the Company is terminated by the Company other than for Cause (but not including termination due to the Executive's death or Disability), or by the Executive for Good Reason, then, contingent upon the Executive's execution of a release of claims against the Company in a form reasonably acceptable to the Company (the "***Release***") the Executive shall be entitled to, in addition to any amounts due to the Executive for services rendered prior to the termination date:

(i) the Executive's target annual bonus for the fiscal year in which such termination occurs at 100% of such target annual bonus, pro-rated by the number of calendar days in which the Executive is employed by the Company during the applicable year, including any applicable Notice Period which shall be paid no later than the tenth business day following the effective date of the Release; and

(ii) a lump sum payment from the Company in an amount equal to one and one-half (1.5) times the Executive's highest Annual Salary, which shall be paid no later than the tenth business day following the effective date of the Release;

(iii) all outstanding options, restricted stock and other similar rights held by the Executive, which shall become one hundred percent (100%) vested; and

(iv) continuation of medical insurance coverage for Executive and Executive's family, subject to COBRA and subject to Executive's payment of a premium co-pay related to the coverage that is no less favorable than the premium co-pay charged to active employees of the Company electing the same coverage, for eighteen (18) months from the Separation Date; provided, that the Company shall have no obligation to provide such coverage if Executive fails to elect COBRA benefits in a timely fashion or if Executive becomes eligible for medical coverage with another employer.

For purposes of this Agreement, "***Annual Salary***" shall mean the Executive's annual base salary then in effect or, if higher, in effect at the time of the Change in Control, excluding reimbursements and amounts attributable to stock options and other non-cash compensation; and the "***Severance Compensation***" shall mean the compensation set forth in (ii), (iii), and (iv) above.

(d) Notwithstanding any other provision with respect to the timing of payments, if, at the time of Executive's termination, Executive is deemed to be a "specified employee" (within the meaning of Code Section 409A, and any successor statute, regulation and guidance thereto) of the Company, then limited only to the extent necessary to comply with the requirements of Code Section 409A, any payments to which Executive may become entitled under this Agreement which are subject to Code Section 409A (and not otherwise exempt from its application) will be withheld until the first (1st) business day of the seventh (7th) month following the termination of Executive's employment, at which time Executive shall be paid an aggregate amount equal to the accumulated, but unpaid, payments otherwise due to Executive under the terms of this Agreement.

(e) If any payment or benefit Executive would receive under this Agreement, when combined with any other payment or benefit Executive receives pursuant to a Change in Control ("Payment") would (i) constitute a "parachute payment" within the meaning of Code Section 280G, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment shall be either (x) the full amount of such Payment or (y) such less amount as would result in no portion of the Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state, and local employments taxes, income taxes, and the Excise Tax results in Executive's receipt, on an after-tax basis, of the greater amount of the Payment, notwithstanding that all or some portion of the Payment may be subject to the

Excise Tax. The Executive shall be allowed to specify which payment(s) or benefit(s) shall be reduced if necessary to implement this section and avoid the excise tax application. The Company shall provide the Executive with sufficient information to make such determination and to file and pay any required taxes.

4. No Duplication of Compensation. The Severance Compensation shall replace, and be provided in lieu of, any severance or similar compensation that may be provided to the Executive under any other agreement or arrangement in relation to termination of employment; provided, however, that this prohibition against duplication shall not be construed to otherwise limit the Executive's rights to payments or benefits provided under any pension plan (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended), deferred compensation, stock, stock option or similar plan sponsored by the Company.

5. No Mitigation. If the Executive's employment with the Company terminates following a Change in Control, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive by the Company pursuant to Section 3 or Section 15. Except as set forth in Section 4, the amount of any payment or benefit provided for in this Agreement shall not be reduced by any compensation earned by the Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the Company, or otherwise.

6. Confidentiality, Non-Competition, and Assignment of Inventions. The Company's obligations under this Agreement are contingent upon the Executive's execution of the Company's Proprietary Information, Inventions, and Competition Agreement (the "Proprietary Information Agreement"). The parties agree that the obligations set forth in the Proprietary Information Agreement shall survive termination of this Agreement and termination of the Executive's employment, regardless of the reason for such termination.

7. Enforceability. If any provision of this Agreement shall be deemed invalid or unenforceable as written, this Agreement shall be construed, to the greatest extent possible, or modified, to the extent allowable by law, in a manner which shall render it valid and enforceable. No invalidity or unenforceability of any provision contained herein shall affect any other portion of this Agreement.

8. Notices. Except as otherwise specifically provided herein, any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to Executive shall be sent to the last known address in the Company's records or such other address as Executive may specify in writing. Notices to the Company shall be sent to the Company's Chairman and Lead Director or to such other Company representative as the Company may specify in writing.

9. Claims for Benefits. All claims by the Executive for benefits under this Agreement shall be directed to and determined by the Board and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to the Executive in writing and shall set forth

the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to the Executive for a review of the decision denying a claim and shall further allow the Executive to appeal to the Board a decision of the Board within sixty (60) days after notification by the Board that the Executive's claim has been denied.

10. Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the Company and the Executive. The Company and the Executive agree that they will jointly execute an amendment to modify this Agreement to the extent necessary to comply with the requirements of Code Section 409A, or any successor statute, regulation and guidance thereto; provided that no such amendment shall increase the total financial obligation of the Company under this Agreement.

11. Waivers and Consents. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by a 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.

12. Binding Effect; Assignment. The Agreement will be binding upon and inure to the benefit of (a) the heirs, executors and legal representatives of the Executive upon the Executive's death and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of the Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of the Executive to receive any form of compensation payable pursuant to the Agreement may be assigned or transferred except by will or the laws of descent and distribution. Any other attempted assignment, transfer, conveyance or other disposition of the Executive's right to compensation or other benefits will be null and void.

13. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the Commonwealth of Massachusetts, without giving effect to the conflict of law principles thereof.

14. Jurisdiction and Service of Process. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the Commonwealth of Massachusetts or of the United States of America for the District of Massachusetts. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.

15. Attorneys' Fees. The Company shall pay to the Executive all legal fees and expenses incurred by the Executive in disputing in good faith any issue hereunder relating to the termination of the Executive's employment, in seeking in good faith to obtain or enforce any benefit or right provided by this

Agreement. Such payments shall be made within five (5) business days after

delivery of the Executive's written requests for payment accompanied with such evidence of fees and expenses incurred as the Company reasonably may require.

16. Withholding. The Company is authorized to withhold, or to cause to be withheld, from any payment or benefit under the Agreement the full amount of any applicable withholding taxes.

17. Tax Consequences. The Company does not guarantee the tax treatment or tax consequences associated with any payment or benefit arising under this Agreement.

18. Acknowledgment. The Executive acknowledges that he has had the opportunity to discuss this matter with and obtain advice from his private attorney, has had sufficient time to, and has carefully read and fully understands all the provisions of the Agreement, and is knowingly and voluntarily entering into the Agreement.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

COMPANY:

IMMUNOGEN, INC.

Daniel M. Junius
Chief Financial Officer and
Executive Vice President, Finance

EXECUTIVE:

John M. Lambert, Ph.D.

Exhibit 10.21

PROPRIETARY INFORMATION, INVENTIONS, AND COMPETITION AGREEMENT

AGREEMENT, dated this 30th day of November 2006, by and between ImmunoGen, Inc., a Massachusetts corporation having its principal place of business at 128 Sidney Street, Cambridge, Massachusetts 02139 (the "Company"), and John M. Lambert, Ph.D., an individual residing at 19 Chalk Street, Cambridge, MA 02139 ("Employee").

WITNESSETH:

WHEREAS, the Employee has been hired by the Company to perform certain services; and

WHEREAS, the Employee may be exposed, have access to, create or make contributions to the Proprietary Information as defined below and/or inventions of the Company;

NOW, THEREFORE, in consideration for the Company's employment of the Employee, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. Acknowledgements. The Employee understands and acknowledges that:

(a) As part of his/her services as an employee of the Company, he/she may be exposed or have access to, or make new contributions and inventions of value to, the past, present and future business, products, operations and policies of the Company.

(b) His/Her position as an employee creates a relationship of confidence and trust between the Employee and the Company with respect to (i) information which is related or applicable to the Company's Field of Interest (as defined in 1(c) below) and the manner in which the Company engages in business in such Field of Interest, and (ii) information which is related or applicable to the business of the Company or any client, customer, joint venture or other person with which the Company has a business relationship, (a "Business Associate"), any of which information has been or may be made known to the Employee by the Company (including, without limitation, any member of the Company's Scientific Advisory Board) or by any Business Associate of the Company, or any of which has been otherwise learned by the Employee as a result of or in connection with his/her service as an employee of the Company.

(c) The Company possesses and will continue to possess information that has been created by, discovered by, developed by or otherwise become known to the Company (including, without limitation, information created, discovered, developed or made known by the Employee related to or arising out of his/her service as an employee of the Company) and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial value to its business interests and/or in the Field of Interest in which the Company is presently engaged or will be engaged. The term "Field of Interest" shall mean the development of products based on monoclonal antibodies or other biological molecules capable of binding to specific tissue, or the conjugation of monoclonal antibodies or other biological molecules capable of binding to specific tissue with other substances, for use in the treatment, diagnosis or prevention of cancer and/or other diseases. During an individual's employment, the term "Field of Interest" may be expanded from time to time to include such other areas of therapy,

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diagnosis or prevention as may be designated by the Company. All of the aforementioned information is hereinafter called "Proprietary Information." By way of illustration, but not limitation, formulas, data, know-how, improvements, inventions, techniques, marketing plans, strategies, forecasts, and customer lists are Proprietary Information.

2. Proprietary Information.

(a) All Proprietary Information shall be the sole property of the Company and its successors and assigns, and the Company and its successors and assigns shall be the sole owner of all patents and other rights in connection therewith. The Employee hereby assigns to the Company any rights he/she may have or acquire in such Proprietary Information, and agrees to take such action and sign such documents from time to time as the Company reasonably requires to effect or confirm such assignment.

(b) At all times, both during the term of this Agreement and thereafter until such information becomes known to the public, the Employee will, subject to the provisions of Section 3 hereof regarding publication, keep in confidence and trust all Proprietary Information and any other confidential information of the Company, and he/she will not use or disclose any Proprietary Information or anything relating to it without the prior written consent of the Company, except as may be necessary in the ordinary course of performing his/her duties as an employee of the Company or as required by law; provided that if disclosure is required by law, the Employee agrees to provide the Company with written notice of such disclosure obligation prior to making such disclosure and no more than two (2) days after the Employee learns of such disclosure requirement.

(c) All documents, records, apparatus, equipment and other physical property, whether or not pertaining to Proprietary Information, furnished to the Employee by the Company or produced by the Employee or others in connection with the Employee's services hereunder shall be and remain the sole property of the Company. The Employee will return and deliver such property to the Company as and when requested by the Company. Should the Company not so request at an earlier time, the Employee shall return and deliver all such property upon termination of his/her service as an employee to the Company for any reason, and the Employee will not take with him/her any such property or any reproduction of such property upon such termination.

3. Inventions.

(a) The Employee will promptly disclose to the Company, or any persons designated by it, all improvements, inventions, formulas, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or learned by him/her, either alone or jointly with others, related to or arising out of his/her position as an employee or which are related to or useful in the business of the Company, or result from tasks which have been or may be assigned to the Employee by the Company or result from use of premises owned,

leased or contracted for by the Company (all said improvements, inventions, formulas, processes, techniques, know-how and data being hereinafter collectively called "Inventions").

(b) The Employee agrees that all Inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents and other rights in connection therewith. The Employee hereby assigns to the Company any rights he/she may have or acquire in such Inventions. The Employee further agrees as to

all such Inventions to assist the Company in every reasonable manner (but at the Company's expense) to obtain, and from time to time enforce, patents on said Inventions in any and all countries, and to that end the Employee will execute all documents for use in applying for and obtaining such patents thereon and enforcing the same, as the Company may desire, together with any assignments thereof to the Company or persons designated by it. The Employee's obligation to assist the Company in obtaining and enforcing patents for such Inventions in any and all countries shall continue beyond the termination of his/her employment by the Company, but the Company shall compensate the Employee at a reasonable rate after such termination for time actually spent by him/her at the Company's request on such assistance. In the event that the Company is unable for any reason whatsoever to secure the Employee's signature to any lawful and necessary documents required to apply for or execute any patent application with respect to such an Invention (including renewals, extensions, continuations, divisions or continuations in part thereof), the Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as his/her agents and attorneys-in-fact to act for and on his/her behalf and instead of him/her, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents thereon with the same legal force and effect as if executed by the Employee, and such power of attorney created hereby is coupled with an interest.

4. Competition. While the Employee is employed by the Company and for a period of twelve (12) months following the termination of the Employee's employment (the "Noncompetition Period"), regardless of the reason for such termination, the Employee shall not, for himself/herself or on behalf of any other person or entity, directly or indirectly, whether as principal, partner, agent, independent contractor, stockholder, employee, consultant, representative or in any other capacity, own, manage, operate or control, be concerned or connected with, or employed by, or otherwise associate in any manner with, engage in or have a financial interest in any business that is engaged in the Field of Interest, anywhere in the world, except that nothing in this Agreement shall preclude the Employee from (a) purchasing or owning securities of any such business if such securities are publicly traded, and provided that the Employee's holdings do not exceed three (3%) percent of the issued and outstanding securities of any class of securities of such business; or (b) working for any academic or government institutions. For the purposes of this paragraph only, following termination of the Executive's employment, the term "Field of Interest" shall be limited to mean the development of products based on the conjugation of monoclonal antibodies or other biological molecules capable of binding to specific tissue with other substances, for use in the treatment, diagnosis or prevention of cancer and/or other diseases.

5. Solicitation of Employees. During the Noncompetition Period the Employee shall not, either individually or on behalf of or through any third party, directly or indirectly (a) entice, solicit or encourage any director, employee or consultant to leave the Company, or (b) be involved for any entity other than the Company in the recruitment, engagement, or hiring of any Company director or employee. This section shall prohibit the aforesaid activities by the Employee with respect to any person both while such person is a director, employee or consultant of the Company and for thirty (30) days thereafter.

6. Publications. The Employee agrees to consult with the Company prior to publishing (in writing or by seminar, lecture or other oral presentation) any material relating to his/her activities that relate to the Company's Field of Interest, and to furnish copies of any such publication (written or oral) to the Company for prior clearance at least sixty (60) days prior to the proposed publication. The Company agrees to review such submissions and to apply for patents as promptly as practicable so as to avoid or keep to a minimum any delay in publishing material of scientific importance.

7. Prior Work and Legal Obligations

(a) By signing this Agreement, the Employee represents that she/he has no agreement with or other legal obligation to any prior employer or any other person or entity that restricts his/her ability to engage in employment discussions, to accept employment with, or to perform any function for the Company.

(b) The Employee also acknowledges that the Company has advised the Employee that at no time, either during any pre-employment discussions or at any time thereafter, should the Employee divulge to or use for the benefit of the Company any trade secret or confidential or proprietary information of any previous employer. By signing this Agreement, the Employee affirms that she/he has not divulged or used any such information for the benefit of the Company, and that she/he has not and will not misappropriate any proprietary information of a former employer that the Employee played any part in creating while working for such former employer.

8. Provisions Necessary and Reasonable/Injunctive Relief The Employee specifically agrees that the provisions of Sections 1-5 of this Agreement are necessary and reasonable to protect the Company's Proprietary Information, goodwill and business interests. The Employee acknowledges that given his/her skills and work experience, such restrictions will not prevent the Employee from earning a living in his/her general field of occupation during the term of such restrictions. The Employee further agrees that a breach or threatened breach by the Employee of Sections 1-5 of this Agreement would pose the risk of irreparable harm to the Company, and that in the event of a breach or threatened breach of any of such covenants, without posting any bond or security, the Company shall be entitled to seek and obtain equitable relief, in the form of specific performance, or temporary, preliminary or permanent injunctive relief, or any other equitable remedy which then may be available. The seeking of such injunction or order shall not affect the Company's right to seek and obtain damages or other equitable relief on account of any such actual or threatened breach.

9. Disclosure to Future and Prospective Employers. The Employee agrees that so long as this Agreement is effective the Employee will notify his/her employers of this Agreement and that the Company may notify any of the Employee's future or prospective employers or other third parties of this Agreement

and may provide a copy of this Agreement to such parties without the Employee's further consent.

10. Transfer, Promotion or Reassignment. The Employee acknowledges and agrees that if she/he should transfer between or among any affiliates of the Company or be promoted or reassigned to functions other than the Employee's present functions, all terms of this Agreement shall continue to apply with full force.

11. Severability. The parties intend this Agreement to be enforced as written. However, if any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, both parties desire that such portion or provision be modified by such a court so as to make it enforceable ("blue-penciled"), and that the remainder of this Agreement be enforced to the fullest extent permitted by law. In the event that such court deems any provision of this Agreement wholly unenforceable, then all remaining provisions shall nevertheless remain in full force and effect.

12. Notices. Except as otherwise specifically provided herein, any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written

verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to Employee shall be sent to the last known address in the Company's records or such other address as Employee may specify in writing. Notices to the Company shall be sent to the Company's Chairman or to such other Company representative as the Company may specify in writing.

13. Binding Effect. The Agreement will be binding upon and inure to the benefit of (a) the heirs, executors and legal representatives of the Employee upon the Employee's death and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of the Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. The Employee's obligations hereunder shall survive the termination of the Employee's employment by the Company, regardless of the reason for such termination.

14. Waivers. No waivers, express or implied, of any breach of this agreement shall be held or construed as a waiver of any other breach of the same or any other covenant, agreement or duty hereunder.

15. Governing Law. This agreement shall be construed and enforced in accordance with the law of the Commonwealth of Massachusetts, without giving effect to conflict of law principles. This agreement represents the entire agreement of the parties with respect to the subject matter hereof, and may only be amended or modified by a written instrument signed by the parties.

16. Meaning of Headings. The headings in this Agreement are for convenience only, and both parties agree that they shall not be construed or interpreted to modify or affect the construction or interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

IMMUNOGEN, INC.

_____

Daniel M. Junius
Chief Financial Officer and
Executive Vice President, Finance

_____

Employee Signature

Date: _____

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement"), dated as of November 30, 2006 (the ***"Effective Date"***), is made by and between ImmunoGen, Inc., a Massachusetts corporation (the "***Company***"), and Daniel M. Junius ("***Executive***"). This Agreement is intended to confirm the understanding and set forth the agreement between the Company and Executive with respect to Executive's employment by the Company. In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Company and the Executive hereby agree as follows:

1. Employment.

(a) Title and Duties. Subject to the terms and conditions of this Agreement, the Company will employ Executive, and Executive will be employed by the Company, as Chief Financial Officer and Executive Vice President, Finance, reporting to the Chief Executive Officer. Executive will have the responsibilities, duties and authority commensurate with said position. Executive will also perform such other services of an executive nature for the Company as may be reasonably assigned to Executive from time to time by the Chief Executive Officer or the Board of Directors of the Company (the "***Board***").

(b) Devotion to Duties. For so long as Executive is employed hereunder, Executive will devote substantially all of Executive's business time and energies to the business and affairs of the Company; provided that nothing contained in this Section 1(b) will be deemed to prevent or limit Executive's right to manage Executive's personal investments on Executive's own personal time, including, without limitation, the right to make passive investments in the securities of (i) any entity which Executive does not control, directly or indirectly, and which does not compete with the Company, or (ii) any publicly held entity (other than the Company or its related entities) so long as Executive's aggregate direct and indirect interest does not exceed three percent (3%) of the issued and outstanding securities of any class of securities of such publicly held entity. Except as set forth on Exhibit A hereto, Executive represents that Executive is not currently a director (or similar position) of any other entity and is not employed by or providing consulting services to any other person or entity, and Executive agrees to refrain from undertaking any such position or engagement without the prior approval of the Board. Executive may continue to serve as a director and/or volunteer for the entities listed on Exhibit A provided that such service does not create any conflicts, ethical or otherwise, with Executive's responsibilities to the Company and further provided that Executive's time commitments do not unreasonably interfere with his fulfillment of his responsibilities hereunder, as determined by the Board or its designated committee thereof.

2. Term of Agreement; Termination of Employment.

(a) Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue in effect for two (2) years; provided, however, that commencing on the second anniversary of the Effective Date and continuing each anniversary thereafter, the Term shall automatically be extended for one (1) additional year unless, not later than nine (9) months before the conclusion of the Term, the Company or the Executive shall have given notice not to extend the Term. Such notice or such termination of this Agreement shall not on its own have the effect of terminating Executive's employment, nor shall it constitute Cause (as defined below). The duration of this Agreement is hereafter referred to as the ***"Term."***

(b) Termination of Employment. The Executive is employed on an at-will basis and, subject to the provisions of Section 4, either the Executive or the Company may terminate the employment relationship at any time for any reason. Notwithstanding anything else contained in this Agreement, Executive's employment during the Term will terminate upon the earliest to occur of the following:

(i) Death. Immediately upon Executive's death;

(ii) Termination by the Company.

(A) If because of Disability (as defined below), then upon written notice by the Company to Executive that Executive's employment is being terminated as a result of Executive's Disability, which termination shall be effective on the date of such notice;

(B) If for Cause, then upon written notice by the Company to Executive that states that Executive's employment is being terminated for Cause (as defined below) and sets forth the specific alleged Cause for termination and the factual basis supporting the alleged Cause, which termination shall be effective on the date of such notice or such later date as specified in writing by the Company; or

(C) If without Cause (i.e., for reasons other than Sections 2(b)(ii)(A) or (B)), then upon written notice by the Company to Executive that Executive's employment is being terminated without Cause, which termination shall be effective on the date of such notice or such later date as specified in writing by the Company; or

(iii) Termination by Executive. Upon written notice by Executive to the Company that Executive is terminating Executive's employment, which termination shall be effective at Executive's election, not less than thirty (30) days and not more than sixty (60) days after the date of such notice; provided that the Executive may request at such time to leave with a shorter notice period, and the Company shall not unreasonably withhold its consent to such shorter period; and further provided that the Company may choose to accept Executive's resignation effective as of an earlier date.

Notwithstanding anything in this Section 2(b), the Company may at any point terminate Executive's employment for Cause prior to the effective date of any other termination contemplated hereunder if such Cause exists.

(c) Definition of "Disability". For purposes of this Agreement, "***Disability***" shall mean that Executive (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under a Company-sponsored group disability plan. Whether the Executive has a Disability will be determined by a majority of the Board based on evidence provided by one or more physicians selected by the Board and approved by Executive, which approval shall not be unreasonably withheld.

(d) Definition of "Cause". For purposes of this Agreement, "***Cause***" shall mean that Executive has (i) intentionally committed an act or omission that materially harms the Company; (ii) been grossly negligent in the performance of Executive's duties to the Company; (iii) willfully failed or refused to follow the lawful and proper directives of the CEO or the Board; (iv) been convicted of, or pleaded guilty or *nolo contendre*, to a felony; (v) committed an act involving moral turpitude; (vi) committed an act relating to the Company involving, in the good faith judgment of the Board, material fraud or theft; (vii) breached any material provision of this Agreement or any nondisclosure or non-competition agreement (including the Proprietary Information, Inventions, and Competition Agreement attached here as Exhibit B), between Executive and the Company, as all of the foregoing may be amended prospectively from time to time; or (viii) breached a material provision of any code of conduct or ethics policy in effect at the Company, as all of the foregoing may be amended prospectively from time to time.

3. Compensation.

(a) Base Salary. While Executive is employed hereunder, the Company will pay Executive a base salary at the gross annualized rate of $330,000.00 (the "***Base Salary***"), paid in accordance with the Company's usual payroll practices. The Base Salary will be subject to review annually or on such periodic basis (not to exceed annually) as the Company reviews the compensation of the Company's other senior executives and may be adjusted upwards in the sole discretion of the Board or its designee. The Company will deduct from each such installment any amounts required to be deducted or withheld under applicable law or under any employee benefit plan in which Executive participates.

(b) Annual Bonus. Executive may be eligible to earn an Annual Bonus relating to each fiscal year, based on the achievement of individual and Company written goals established on an annual basis by the Board within thirty (30) days of the beginning of the fiscal year. If the Executive meets the applicable goals, is employed by the Company at the

end of the year to which the Annual Bonus relates, and is not terminated for Cause prior to the payment of the Annual Bonus, then the Executive shall be entitled to an Annual Bonus for that year equal to 35% of his then-current Base Salary (the ***"Target Annual Bonus"***). Any awarded Annual Bonus shall be paid within 2 ½ months of the year to which it relates.

(c) Fringe Benefits. In addition to any benefits provided by this Agreement, Executive shall be entitled to participate generally in all employee benefit, welfare and other plans, practices, policies and programs and fringe benefits maintained by the Company from time to time on a basis no less favorable than those provided to other similarly-situated executives of the Company. Executive understands that, except when prohibited by applicable law, the Company's benefit plans and fringe benefits may be amended, enlarged, diminished or terminated prospectively by the Company from time to time, in its sole discretion, and that such shall not be deemed to be a breach of this Agreement.

(d) Vacation. Executive will be entitled to accrue up to twenty-five (25) vacation days per year that Executive remains employed by the Company, administered in accordance with and subject to the terms of the Company's vacation policy, as it may be amended prospectively from time to time.

(e) Reimbursement of Expenses. The Company will promptly reimburse Executive for all ordinary and reasonable out-of-pocket business expenses that are incurred by Executive in furtherance of the Company's business in accordance with the Company's policies with respect thereto as in effect from time to time.

4. Compensation Upon Termination.

(a) Definition of Accrued Obligations. For purposes of this Agreement, "***Accrued Obligations***" means (i) the portion of Executive's Base Salary that has accrued prior to any termination of Executive's employment with the Company and has not yet been paid; (ii) to the extent required by law and the Company's policy, an amount equal to the value of Executive's accrued but unused vacation days; (iii) the amount of any expenses properly incurred by Executive on behalf of the Company prior to any such termination and not yet reimbursed; and (iv) the Annual Bonus related to the most recently completed fiscal year, if not already paid and if the termination is not for Cause (the amount of which shall be determined in accordance with Section 3(b) above)**.** Executive's entitlement to any other compensation or benefit under any plan or policy of the Company, including but not limited to applicable option plans, shall be governed by and determined in accordance with the terms of such plans or policies, except as otherwise specified in this Agreement.

(b) Termination for Cause, By the Executive, or as a Result of Executive's Disability or Death.

(i) If Executive's employment is terminated during the Term either by the Company for Cause or by Executive, or if Executive's employment terminates as a result of the Executive's death, the Company will pay the Accrued Obligations to Executive promptly following the effective date of such termination.

(ii) In case of termination during the Term by the Company as a result of the Executive's Disability, the Company will pay Executive the Accrued Obligations plus an amount equal to four (4) months of Executive's then-current Base Salary.

(c) Termination by the Company without Cause. If Executive's employment hereunder is terminated by the Company without Cause during the Term, then:

(i) The Company will pay the Accrued Obligations to Executive promptly following the effective date of such termination;

(ii) The Company will pay Executive a total amount equal to twelve (12) months of Executive's then current Base Salary, less applicable taxes and deductions; to be made in approximately equal biweekly installments in accordance with the Company's usual payroll practices over a period of twelve (12) months beginning after the effective date of the separation agreement described in Section 4(d);

(iii) The Company will continue to provide medical insurance coverage for Executive and Executive's family, subject to the requirements of COBRA and subject to Executive's payment of a premium co-pay related to the coverage that is no less favorable than the premium co-pay charged to active employees of the Company electing the same coverage for eighteen (18) months from the Separation Date; provided, that the Company shall have no obligation to provide such coverage if Executive fails to elect COBRA benefits in a timely fashion or if Executive becomes eligible for medical coverage with another employer; and

(iv) That portion of unvested options then held by Executive, if any, that would have vested during the twelve (12) month period following the effective date of employment termination but for such termination shall vest and be immediately exercisable as of the date of the employment termination. That portion of the shares of restricted stock then held by Executive, if any, that are subject to a lapsing forfeiture right that would have terminated during the twelve (12) month period following the effective date of employment termination but for such termination will terminate as of the date of the employment termination. All options and shares of restricted stock shall otherwise be subject to the terms and conditions of their respective agreements and with the applicable plan.

(d) Release of Claims. The Company shall not be obligated to pay Executive any of the compensation or provide Executive any of the benefits set forth in Section 4(b) or 4(c) (other than the Accrued Obligations) unless and until Executive has executed a timely separation agreement in a form acceptable to the Company, which shall include a release of claims between the Company and the Executive, and may include provisions regarding mutual non-disparagement and confidentiality.

(e) No Other Payments or Benefits Owing. The payments and benefits set forth in this Section 4 shall be the sole amounts owing to Executive as separation pay upon termination of Executive's employment. Executive shall not be eligible for any other

payments, including but not limited to additional Base Salary payments, bonuses, commissions, or other forms of compensation or benefits, except as may otherwise be set forth in this Agreement or other Company plan documents with respect to plans in which Executive is a participant.

(f) Notwithstanding any other provision with respect to the timing of payments under Section 4, if, at the time of Executive's termination, Executive is deemed to be a "specified employee" (within the meaning of Code Section 409A, and any successor statute, regulation and guidance thereto) of the Company, then limited only to the extent necessary to comply with the requirements of Code Section 409A, any payments to which Executive may become entitled under Section 4 which are subject to Code Section 409A (and not otherwise exempt from its application) will be withheld until the first (1st) business day of the seventh (7th) month following the termination of Executive's employment, at which time Executive shall be paid an aggregate amount equal to the accumulated, but unpaid, payments otherwise due to Executive under the terms of Section 4.

5. Competition. Executive agrees to sign and return to the Company the Proprietary Information, Inventions, and Competition Agreement (the "Proprietary Information Agreement") attached hereto as Exhibit B concurrently with the execution of this Agreement. The parties agree that the obligations set forth in the Proprietary Information Agreement shall survive termination of this Agreement and termination of the Executive's employment, regardless of the reason for such termination.

6. Property and Records. Upon termination of Executive's employment hereunder for any reason or for no reason, Executive will deliver to the Company any property of the Company which may be in Executive's possession, including blackberry-type devices, laptops, cell phones, products, materials, memoranda, notes, records, reports or other documents or photocopies of the same.

7. General.

(a) Notices. Except as otherwise specifically provided herein, any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to Executive shall be sent to the last known address in the Company's records or such other address as Executive may specify in writing. Notices to the Company shall be sent to the Company's CEO and Lead Director, or to such other Company representative as the Company may specify in writing.

(b) Entire Agreement/Modification. This Agreement, together with the Proprietary Information Agreement attached hereto, and the other agreements specifically referred to herein, embodies the entire agreement and understanding between the parties hereto and supersedes all prior oral or written agreements and understandings relating to the

subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement (or in a subsequent written modification or amendment executed by the parties hereto) will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

(c) Waivers and Consents. 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 will be deemed to be or will 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 will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

(d) Assignment and Binding Effect. The Company may assign its rights and obligations hereunder to any person or entity that succeeds to all or substantially all of the Company's business or that aspect of the Company's business in which Executive is principally involved. Executive may not assign Executive's rights and obligations under this Agreement without the prior written consent of the Company. This Agreement shall be binding upon Executive, Executive's heirs, executors and administrators and the Company, and its successors and assigns, and shall inure to the benefit of Executive, Executive's heirs, executors and administrators and the Company, and its successors and assigns.

(e) Insurance. Executive shall be entitled to the same rights, if any, to indemnification and coverage under the Company's Directors and Officers Liability Insurance policies as they may exist from time to time to the same extent as other similarly-situated executive employees of the Company.

(f) Governing Law. This Agreement and the rights and obligations of the parties hereunder will be construed in accordance with and governed by the law oftheCommonwealth of Massachusetts, without giving effect to conflict of law principles.

(g) Severability. The parties intend this Agreement to be enforced as written. However, should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

(h) Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

8. Taxation.

(a) The parties intend this Agreement to be in compliance with Code Section 409A. The Executive acknowledges and agrees that the Company does not guarantee the tax treatment or tax consequences associated with any payment or benefit arising under this Agreement, including but not limited to consequences related to Code Section 409A. The Company and Executive agree that both will negotiate in good faith and jointly execute an amendment to modify this Agreement to the extent necessary to comply with the requirements of Code Section 409A.

(b) If any payment or benefit Executive would receive under this Agreement, when combined with any other payment or benefit Executive receives pursuant to a change in control ("Payment") would (i) constitute a "parachute payment" within the meaning of Code Section 280G, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment shall be either (x) the full amount of such Payment or (y) such less amount as would result in no portion of the Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state, and local employments taxes, income taxes, and the Excise Tax results in Executive's receipt, on an after-tax basis, of the greater amount of the Payment, notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. The Executive shall be allowed to specify which payment(s) or benefit(s) shall be reduced if necessary to implement this section and avoid the excise tax application. The Company shall provide the Executive with sufficient information to make such determination and to file and pay any required taxes.

9. Counterparts. This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. For all purposes a signature by fax shall be treated as an original.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Employment Agreement as of the date first written above.

EXECUTIVE	IMMUNOGEN, INC.
_____	_____
(Signature)	Mitchel Sayare
Print Name: Daniel M. Junius	Chairman and Chief Executive Officer

Exhibit A

SEVERANCE AGREEMENT

This Agreement is entered into as of the 30th day of November, 2006 (the "***Effective Date***") by and between ImmunoGen, Inc., a Massachusetts corporation (the "***Company***") and Daniel M. Junius (the "***Executive***").

WHEREAS, the Executive is the Chief Financial Officer and Executive Vice President, Finance ("CFO**"**) of the Company;

WHEREAS, the Company recognizes that the Executive's service to the Company is very important to the future success of the Company;

WHEREAS, the Executive desires to enter into this Agreement to provide the Executive with certain financial protection in the event that his employment terminates under certain conditions following a change in control of the Company; and

WHEREAS the Board of Directors of the Company (the "***Board***") has determined that it is in the best interests of the Company to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Executive hereby agree as follows:

1. Definitions.

(a) Cause. For purposes of this Agreement, "***Cause***" shall mean that Executive has (i) intentionally committed an act or omission that materially harms the Company; (ii) been grossly negligent in the performance of Executive's duties to the Company; (iii) willfully failed or refused to follow the lawful and proper directives of the Board or the CEO; (iv) been convicted of, or pleaded guilty or *nolo contendre*, to a felony; (v) committed an act involving moral turpitude; (vi) committed an act relating to the Executive's employment or the Company involving, in the good faith judgment of the Board, material fraud or theft; (vii) breached any material provision of this Agreement or any nondisclosure or non-competition agreement between Executive and the Company, as all of the foregoing may be amended prospectively from time to time; or (viii) breached a material provision of any code of conduct or ethics policy in effect at the Company, as all of the foregoing may be amended prospectively from time to time.

(b) Change in Control. For purposes of this Agreement, a "***Change in Control***" shall mean the occurrence of any of the following events; provided that "Change in Control" shall be interpreted in a manner, and limited to the extent necessary, so that it will not cause adverse tax consequences for either party with respect to Section 409A of the Internal Revenue Code of 1986, as amended (the "***Code***"), and the provisions of Treasury Notice 2005-1, and any successor statute, regulation and guidance thereto:

(i) Ownership. Any "Person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becomes the "Beneficial Owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing 50% or more of the total voting power represented by the Company's then

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outstanding voting securities (excluding for this purpose any such voting securities held by the Company or its Affiliates (as defined in the Company's 2006 Employer, Director and Consultant Equity Incentive Plan) or by any employee benefit plan of the Company) pursuant to a transaction or a series of related transactions which the Board does not approve; or

(ii) Merger/Sale of Assets. (A) A merger or consolidation of the Company whether or not approved by the Board, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or the parent of such corporation) at least 50% of the total voting power represented by the voting securities of the Company or such surviving entity or parent of such corporation, as the case may be, outstanding immediately after such merger or consolidation; or (B) the stockholders of the Company approve an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; or

(iii) Change in Board Composition. A change in the composition of the Board, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" shall mean directors who either (A) are directors of the Company as of November 11, 2006, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company).

(c) Disability. For purposes of this Agreement, "***Disability***" shall mean that Executive (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under a Company-sponsored group disability plan. Whether the Executive has a Disability will be determined by a majority of the Board based on evidence provided by one or more physicians selected by the Board and approved by Executive, which approval shall not be unreasonably withheld.

(d) Good Reason. For purposes of this Agreement, "***Good Reason***" shall mean the occurrence of one or more of the following without the Executive's consent: (i) a change in the principal location at which the Executive 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 Executive's authority, functions, duties or responsibilities as CFO of the Company, which would cause his position with the Company to become of less responsibility, importance or scope than his position on the date of this Agreement or as of any subsequent date prior to the Change in Control, provided, however, that such material change is not in connection with the termination of the Executive's employment 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 Executive continues to

hold the position of CFO in the subsidiary; or (iii) a reduction in the CFO's annual base salary or (iv) a reduction in the CFO's target annual bonus as compared to the target annual bonus set for the previous fiscal year.

2. Term of Agreement. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue in effect for two (2) years; provided, however, that commencing on second anniversary of the Effective Date and continuing each anniversary thereafter, the Term shall automatically be extended for one (1) additional year unless, not later than nine (9) months before the conclusion of the Term, the Company or the Executive shall have given notice not to extend the Term; and further provided, however, that if a Change in Control shall have occurred during the Term, the Term shall expire on the last day of the twenty-fourth (24th) month following the month in which such Change in Control occurred. Notice of termination or termination of this Agreement shall not constitute Cause or Good Reason (both terms as defined above).

3. Termination; Notice; Severance Compensation.

(a) In the event that within a period of two (2) months before or two (2) years following the consummation of a Change in Control the Company elects to terminate the Executive's employment other than for Cause (but not including termination due to the Executive's Disability), then the Company shall give the Executive no less than sixty (60) days advance notice of such termination (the "Company's Notice Period"); provided that the Company may elect to require the Executive to cease performing work for the Company so long as the Company continues the Executive's full salary and benefits during the Company's Notice Period.

(b) In the event that within a period of two (2) months before or two (2) years following the consummation of a Change in Control the Executive elects to terminate his employment for Good Reason, then the Executive shall give the Company no less than thirty (30) days and no more than (60) days advance notice of such termination (the "Executive's Notice Period"); provided that the Company may elect to require the Executive to cease performing work for the Company so long as the Company continues the Executive's full salary and benefits during the Executive's Notice Period. In order to effect a termination for Good Reason pursuant to this Agreement, the Executive must notice his intent to terminate for Good Reason not later than ninety (90) days following the occurrence of the Good Reason.

(c) In the event that within a period of two (2) months before or two (2) years following the consummation of a Change in Control the Executive's employment with the Company is terminated by the Company other than for Cause (but not including termination due to the Executive's death or Disability), or by the Executive for Good Reason, then, contingent upon the Executive's execution of a release of claims against the Company in a form reasonably acceptable to the Company (the "***Release***") the Executive shall be entitled to, in addition to any amounts due to the Executive for services rendered prior to the termination date:

(i) the Executive's target annual bonus for the fiscal year in which such termination occurs at 100% of such target annual bonus, pro-rated by the number of calendar days in which the Executive is employed by the Company during the applicable year, including any applicable Notice Period which shall be paid no later than the tenth business day following the effective date of the Release; and

(ii) a lump sum payment from the Company in an amount equal to one and one-half (1.5) times the Executive's highest Annual Salary, which shall be paid no later than the tenth business day following the effective date of the Release;

(iii) all outstanding options, restricted stock and other similar rights held by the Executive, which shall become one hundred percent (100%) vested; and

(iv) continuation of medical insurance coverage for Executive and Executive's family, subject to COBRA and subject to Executive's payment of a premium co-pay related to the coverage that is no less favorable than the premium co-pay charged to active employees of the Company electing the same coverage, for eighteen (18) months from the Separation Date; provided, that the Company shall have no obligation to provide such coverage if Executive fails to elect COBRA benefits in a timely fashion or if Executive becomes eligible for medical coverage with another employer.

For purposes of this Agreement, "***Annual Salary***" shall mean the Executive's annual base salary then in effect or, if higher, in effect at the time of the Change in Control, excluding reimbursements and amounts attributable to stock options and other non-cash compensation; and the "***Severance Compensation***" shall mean the compensation set forth in (ii), (iii), and (iv) above.

(d) Notwithstanding any other provision with respect to the timing of payments, if, at the time of Executive's termination, Executive is deemed to be a "specified employee" (within the meaning of Code Section 409A, and any successor statute, regulation and guidance thereto) of the Company, then limited only to the extent necessary to comply with the requirements of Code Section 409A, any payments to which Executive may become entitled under this Agreement which are subject to Code Section 409A (and not otherwise exempt from its application) will be withheld until the first (1st) business day of the seventh (7th) month following the termination of Executive's employment, at which time Executive shall be paid an aggregate amount equal to the accumulated, but unpaid, payments otherwise due to Executive under the terms of this Agreement.

(e) If any payment or benefit Executive would receive under this Agreement, when combined with any other payment or benefit Executive receives pursuant to a Change in Control ("Payment") would (i) constitute a "parachute payment" within the meaning of Code Section 280G, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment shall be either (x) the full amount of such Payment or (y) such less amount as would result in no portion of the Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state, and local employments taxes, income taxes, and the Excise Tax results in Executive's receipt, on an after-tax basis, of the greater amount of the Payment, notwithstanding that all or some portion of the Payment may be subject to the

Excise Tax. The Executive shall be allowed to specify which payment(s) or benefit(s) shall be reduced if necessary to implement this section and avoid the excise tax application. The Company shall provide the Executive with sufficient information to make such determination and to file and pay any required taxes.

4. No Duplication of Compensation. The Severance Compensation shall replace, and be provided in lieu of, any severance or similar compensation that may be provided to the Executive under any other agreement or arrangement in relation to termination of employment; provided, however, that this prohibition against duplication shall not be construed to otherwise limit the Executive's rights to payments or benefits provided under any pension plan (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended), deferred compensation, stock, stock option or similar plan sponsored by the Company.

5. No Mitigation. If the Executive's employment with the Company terminates following a Change in Control, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive by the Company pursuant to Section 3 or Section 15. Except as set forth in Section 4, the amount of any payment or benefit provided for in this Agreement shall not be reduced by any compensation earned by the Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the Company, or otherwise.

6. Confidentiality, Non-Competition, and Assignment of Inventions. The Company's obligations under this Agreement are contingent upon the Executive's execution of the Company's Proprietary Information, Inventions, and Competition Agreement (the "Proprietary Information Agreement"). The parties agree that the obligations set forth in the Proprietary Information Agreement shall survive termination of this Agreement and termination of the Executive's employment, regardless of the reason for such termination.

7. Enforceability. If any provision of this Agreement shall be deemed invalid or unenforceable as written, this Agreement shall be construed, to the greatest extent possible, or modified, to the extent allowable by law, in a manner which shall render it valid and enforceable. No invalidity or unenforceability of any provision contained herein shall affect any other portion of this Agreement.

8. Notices. Except as otherwise specifically provided herein, any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to Executive shall be sent to the last known address in the Company's records or such other address as Executive may specify in writing. Notices to the Company shall be sent to the Company's Chairman and Lead Director or to such other Company representative as the Company may specify in writing.

9. Claims for Benefits. All claims by the Executive for benefits under this Agreement shall be directed to and determined by the Board and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to the Executive in writing and shall set forth

the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to the Executive for a review of the decision denying a claim and shall further allow the Executive to appeal to the Board a decision of the Board within sixty (60) days after notification by the Board that the Executive's claim has been denied.

10. Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the Company and the Executive. The Company and the Executive agree that they will jointly execute an amendment to modify this Agreement to the extent necessary to comply with the requirements of Code Section 409A, or any successor statute, regulation and guidance thereto; provided that no such amendment shall increase the total financial obligation of the Company under this Agreement.

11. Waivers and Consents. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by a 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.

12. Binding Effect; Assignment. The Agreement will be binding upon and inure to the benefit of (a) the heirs, executors and legal representatives of the Executive upon the Executive's death and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of the Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of the Executive to receive any form of compensation payable pursuant to the Agreement may be assigned or transferred except by will or the laws of descent and distribution. Any other attempted assignment, transfer, conveyance or other disposition of the Executive's right to compensation or other benefits will be null and void.

13. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the Commonwealth of Massachusetts, without giving effect to the conflict of law principles thereof.

14. Jurisdiction and Service of Process. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the Commonwealth of Massachusetts or of the United States of America for the District of Massachusetts. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.

15. Attorneys' Fees. The Company shall pay to the Executive all legal fees and expenses incurred by the Executive in disputing in good faith any issue hereunder relating to the termination of the Executive's employment, in seeking in good faith to obtain or enforce any benefit or right

provided by this Agreement. Such payments shall be made within five (5) business days after delivery of the Executive's written requests for payment accompanied with such evidence of fees and expenses incurred as the Company reasonably may require.

16. Withholding. The Company is authorized to withhold, or to cause to be withheld, from any payment or benefit under the Agreement the full amount of any applicable withholding taxes.

17. Tax Consequences. The Company does not guarantee the tax treatment or tax consequences associated with any payment or benefit arising under this Agreement.

18. Acknowledgment. The Executive acknowledges that he has had the opportunity to discuss this matter with and obtain advice from his private attorney, has had sufficient time to, and has carefully read and fully understands all the provisions of the Agreement, and is knowingly and voluntarily entering into the Agreement.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

COMPANY:

IMMUNOGEN, INC.

Mitchel Sayare
Chairman and Chief Executive Officer

EXECUTIVE:

Daniel M. Junius

Exhibit 10.24

PROPRIETARY INFORMATION, INVENTIONS, AND COMPETITION AGREEMENT

AGREEMENT, dated this 30th day of November 2006, by and between ImmunoGen, Inc., a Massachusetts corporation having its principal place of business at 128 Sidney Street, Cambridge, Massachusetts 02139 (the "Company"), and Daniel M. Junius, an individual residing at 140 Mack Hill Road, Amherst, NH 03031 ("Employee").

WITNESSETH:

WHEREAS, the Employee has been hired by the Company to perform certain services; and

WHEREAS, the Employee may be exposed, have access to, create or make contributions to the Proprietary Information as defined below and/or inventions of the Company;

NOW, THEREFORE, in consideration for the Company's employment of the Employee, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. Acknowledgements. The Employee understands and acknowledges that:

(a) As part of his/her services as an employee of the Company, he/she may be exposed or have access to, or make new contributions and inventions of value to, the past, present and future business, products, operations and policies of the Company.

(b) His/Her position as an employee creates a relationship of confidence and trust between the Employee and the Company with respect to (i) information which is related or applicable to the Company's Field of Interest (as defined in 1(c) below) and the manner in which the Company engages in business in such Field of Interest, and (ii) information which is related or applicable to the business of the Company or any client, customer, joint venture or other person with which the Company has a business relationship, (a "Business Associate"), any of which information has been or may be made known to the Employee by the Company (including, without limitation, any member of the Company's Scientific Advisory Board) or by any Business Associate of the Company, or any of which has been otherwise learned by the Employee as a result of or in connection with his/her service as an employee of the Company.

(c) The Company possesses and will continue to possess information that has been created by, discovered by, developed by or otherwise become known to the Company (including, without limitation, information created, discovered, developed or made known by the Employee related to or arising out of his/her service as an employee of the Company) and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial value to its business interests and/or in the Field of Interest in which the Company is presently engaged or will be engaged. The term "Field of Interest" shall mean the development of products based on monoclonal antibodies or other biological molecules capable of binding to specific tissue, or the conjugation of monoclonal antibodies or other biological molecules capable of binding to specific tissue with other substances, for use in the treatment, diagnosis or prevention of cancer and/or other diseases. During an individual's employment, the term "Field of Interest" may be expanded from time to time to include such other areas of therapy,

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diagnosis or prevention as may be designated by the Company. All of the aforementioned information is hereinafter called "Proprietary Information." By way of illustration, but not limitation, formulas, data, know-how, improvements, inventions, techniques, marketing plans, strategies, forecasts, and customer lists are Proprietary Information.

2. Proprietary Information.

(a) All Proprietary Information shall be the sole property of the Company and its successors and assigns, and the Company and its successors and assigns shall be the sole owner of all patents and other rights in connection therewith. The Employee hereby assigns to the Company any rights he/she may have or acquire in such Proprietary Information, and agrees to take such action and sign such documents from time to time as the Company reasonably requires to effect or confirm such assignment.

(b) At all times, both during the term of this Agreement and thereafter until such information becomes known to the public, the Employee will, subject to the provisions of Section 3 hereof regarding publication, keep in confidence and trust all Proprietary Information and any other confidential information of the Company, and he/she will not use or disclose any Proprietary Information or anything relating to it without the prior written consent of the Company, except as may be necessary in the ordinary course of performing his/her duties as an employee of the Company or as required by law; provided that if disclosure is required by law, the Employee agrees to provide the Company with written notice of such disclosure obligation prior to making such disclosure and no more than two (2) days after the Employee learns of such disclosure requirement.

(c) All documents, records, apparatus, equipment and other physical property, whether or not pertaining to Proprietary Information, furnished to the Employee by the Company or produced by the Employee or others in connection with the Employee's services hereunder shall be and remain the sole property of the Company. The Employee will return and deliver such property to the Company as and when requested by the Company. Should the Company not so request at an earlier time, the Employee shall return and deliver all such property upon termination of his/her service as an employee to the Company for any reason, and the Employee will not take with him/her any such property or any reproduction of such property upon such termination.

3. Inventions.

(a) The Employee will promptly disclose to the Company, or any persons designated by it, all improvements, inventions, formulas, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or learned by him/her, either alone or jointly with others, related to or arising out of his/her position as an employee or which are related to or useful in the business of the Company, or result from tasks which have been or may be assigned to the Employee by the Company or result from use of premises owned,

leased or contracted for by the Company (all said improvements, inventions, formulas, processes, techniques, know-how and data being hereinafter collectively called "Inventions").

(b) The Employee agrees that all Inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents and other rights in connection therewith. The Employee hereby assigns to the Company any rights he/she may have or acquire in such Inventions. The Employee further agrees as to

all such Inventions to assist the Company in every reasonable manner (but at the Company's expense) to obtain, and from time to time enforce, patents on said Inventions in any and all countries, and to that end the Employee will execute all documents for use in applying for and obtaining such patents thereon and enforcing the same, as the Company may desire, together with any assignments thereof to the Company or persons designated by it. The Employee's obligation to assist the Company in obtaining and enforcing patents for such Inventions in any and all countries shall continue beyond the termination of his/her employment by the Company, but the Company shall compensate the Employee at a reasonable rate after such termination for time actually spent by him/her at the Company's request on such assistance. In the event that the Company is unable for any reason whatsoever to secure the Employee's signature to any lawful and necessary documents required to apply for or execute any patent application with respect to such an Invention (including renewals, extensions, continuations, divisions or continuations in part thereof), the Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as his/her agents and attorneys-in-fact to act for and on his/her behalf and instead of him/her, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents thereon with the same legal force and effect as if executed by the Employee, and such power of attorney created hereby is coupled with an interest.

4. Competition. While the Employee is employed by the Company and for a period of twelve (12) months following the termination of the Employee's employment (the "Noncompetition Period"), regardless of the reason for such termination, the Employee shall not, for himself/herself or on behalf of any other person or entity, directly or indirectly, whether as principal, partner, agent, independent contractor, stockholder, employee, consultant, representative or in any other capacity, own, manage, operate or control, be concerned or connected with, or employed by, or otherwise associate in any manner with, engage in or have a financial interest in any business that is engaged in the Field of Interest, anywhere in the world, except that nothing in this Agreement shall preclude the Employee from (a) purchasing or owning securities of any such business if such securities are publicly traded, and provided that the Employee's holdings do not exceed three (3%) percent of the issued and outstanding securities of any class of securities of such business; or (b) working for any academic or government institutions. For the purposes of this paragraph only, following termination of the Executive's employment, the term "Field of Interest" shall be limited to mean the development of products based on the conjugation of monoclonal antibodies or other biological molecules capable of binding to specific tissue with other substances, for use in the treatment, diagnosis or prevention of cancer and/or other diseases.

5. Solicitation of Employees. During the Noncompetition Period the Employee shall not, either individually or on behalf of or through any third party, directly or indirectly (a) entice, solicit or encourage any director, employee or consultant to leave the Company, or (b) be involved for any entity other than the Company in the recruitment, engagement, or hiring of any Company director or employee. This section shall prohibit the aforesaid activities by the Employee with respect to any person both while such person is a director, employee or consultant of the Company and for thirty (30) days thereafter.

6. Publications. The Employee agrees to consult with the Company prior to publishing (in writing or by seminar, lecture or other oral presentation) any material relating to his/her activities that relate to the Company's Field of Interest, and to furnish copies of any such publication (written or oral) to the Company for prior clearance at least sixty (60) days prior to the proposed publication. The Company agrees to review such submissions and to apply for patents as promptly as practicable so as to avoid or keep to a minimum any delay in publishing material of scientific importance.

7. Prior Work and Legal Obligations

(a) By signing this Agreement, the Employee represents that she/he has no agreement with or other legal obligation to any prior employer or any other person or entity that restricts his/her ability to engage in employment discussions, to accept employment with, or to perform any function for the Company.

(b) The Employee also acknowledges that the Company has advised the Employee that at no time, either during any pre-employment discussions or at any time thereafter, should the Employee divulge to or use for the benefit of the Company any trade secret or confidential or proprietary information of any previous employer. By signing this Agreement, the Employee affirms that she/he has not divulged or used any such information for the benefit of the Company, and that she/he has not and will not misappropriate any proprietary information of a former employer that the Employee played any part in creating while working for such former employer.

8. Provisions Necessary and Reasonable/Injunctive Relief The Employee specifically agrees that the provisions of Sections 1-5 of this Agreement are necessary and reasonable to protect the Company's Proprietary Information, goodwill and business interests. The Employee acknowledges that given his/her skills and work experience, such restrictions will not prevent the Employee from earning a living in his/her general field of occupation during the term of such restrictions. The Employee further agrees that a breach or threatened breach by the Employee of Sections 1-5 of this Agreement would pose the risk of irreparable harm to the Company, and that in the event of a breach or threatened breach of any of such covenants, without posting any bond or security, the Company shall be entitled to seek and obtain equitable relief, in the form of specific performance, or temporary, preliminary or permanent injunctive relief, or any other equitable remedy which then may be available. The seeking of such injunction or order shall not affect the Company's right to seek and obtain damages or other equitable relief on account of any such actual or threatened breach.

9. Disclosure to Future and Prospective Employers. The Employee agrees that so long as this Agreement is effective the Employee will notify his/her employers of this Agreement and that the Company may notify any of the Employee's future or prospective employers or other third parties of this Agreement

and may provide a copy of this Agreement to such parties without the Employee's further consent.

10. Transfer, Promotion or Reassignment. The Employee acknowledges and agrees that if she/he should transfer between or among any affiliates of the Company or be promoted or reassigned to functions other than the Employee's present functions, all terms of this Agreement shall continue to apply with full force.

11. Severability. The parties intend this Agreement to be enforced as written. However, if any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, both parties desire that such portion or provision be modified by such a court so as to make it enforceable ("blue-penciled"), and that the remainder of this Agreement be enforced to the fullest extent permitted by law. In the event that such court deems any provision of this Agreement wholly unenforceable, then all remaining provisions shall nevertheless remain in full force and effect.

12. Notices. Except as otherwise specifically provided herein, any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written

verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to Employee shall be sent to the last known address in the Company's records or such other address as Employee may specify in writing. Notices to the Company shall be sent to the Company's Chairman or to such other Company representative as the Company may specify in writing.

13. Binding Effect. The Agreement will be binding upon and inure to the benefit of (a) the heirs, executors and legal representatives of the Employee upon the Employee's death and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of the Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. The Employee's obligations hereunder shall survive the termination of the Employee's employment by the Company, regardless of the reason for such termination.

14. Waivers. No waivers, express or implied, of any breach of this agreement shall be held or construed as a waiver of any other breach of the same or any other covenant, agreement or duty hereunder.

15. Governing Law. This agreement shall be construed and enforced in accordance with the law of the Commonwealth of Massachusetts, without giving effect to conflict of law principles. This agreement represents the entire agreement of the parties with respect to the subject matter hereof, and may only be amended or modified by a written instrument signed by the parties.

16. Meaning of Headings. The headings in this Agreement are for convenience only, and both parties agree that they shall not be construed or interpreted to modify or affect the construction or interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

IMMUNOGEN, INC.

_____

Mitchel Sayare
Chief Executive Officer

_____

Employee Signature

Date: _____

EXHIBIT 31.1

CERTIFICATIONS

I, Mitchel Sayare, certify that:

1. I have reviewed this quarterly report on Form 10-Q of ImmunoGen, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted principles;

   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 8, 2007

/s/ Mitchel Sayare

Mitchel Sayare
Chairman of the Board of Directors,
Chief Executive Officer and President

EXHIBIT 31.2

CERTIFICATIONS

I, Daniel M. Junius, certify that:

1. I have reviewed this quarterly report on Form 10-Q of ImmunoGen, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted principles;

   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 8, 2007

/s/ Daniel M. Junius

Daniel M. Junius
Executive Vice President and Chief Financial Officer

EXHIBIT 32

Certification

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

(Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code)

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), each of the undersigned officers of ImmunoGen, Inc., a Massachusetts corporation (the "Company"), does hereby certify, to such officer's knowledge, that:

The Quarterly Report for the period ended December 31, 2006 (the "Form 10-Q") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 8, 2007

/s/ MITCHEL SAYARE

Mitchel Sayare
Chairman of the Board of Directors,
Chief Executive Officer and President

Dated: February 8, 2007

/s/ DANIEL M. JUNIUS

Daniel M. Junius
Executive Vice President and Chief Financial Officer