

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): **September 17, 2014**

ImmunoGen, Inc.

(Exact name of registrant as specified in its charter)

Massachusetts
(State or other
jurisdiction of
incorporation)

0-17999
(Commission File
Number)

04-2726691
(IRS Employer
Identification No.)

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

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

(a) — (d) Not applicable.

(e) On September 17, 2014, the Board of Directors of ImmunoGen, Inc. adopted a Severance Pay Plan for Vice Presidents and Higher. The purpose of this plan is to provide a period of continued income and benefits to certain of our corporate officers whose employment with us is involuntarily terminated without cause.

Employees eligible to participate in the plan include all employees who hold the position of vice president or higher, and whose employment is terminated by us without cause. "Cause" is defined to include an employee's willful act or omission that materially harms ImmunoGen, willful failure or refusal to follow the lawful and proper directives of our CEO or our Board, conviction of the employee for a felony, commission of an act of moral turpitude that is reasonably expected to be injurious to ImmunoGen or its reputation, material fraud or theft relating to ImmunoGen, or breach of our Code of Corporate Conduct, Senior Officer and Financial Personnel Code of Ethics or other contractual obligation to ImmunoGen.

Severance benefits under the plan include:

- Salary continuation for the following specified periods: 18 months in the case of the CEO; 12 months in the case of all other executive officers (as designated by our Board); and 6 months in the case of all other vice presidents
- Payment of a portion of the employee's annual cash bonus for the fiscal year in which termination occurs as follows: 100% of the portion of the employee's bonus tied to personal objectives; with respect to the portion of the employee's bonus tied to corporate objectives, the employee would be entitled to receive the same percentage as the other participants in our annual bonus program, in both cases pro-rated to reflect the actual number of days the employee was employed during the applicable fiscal year.
- Payment of a taxable amount on a monthly basis equal to the employee's COBRA premium (assuming the employee elects to receive COBRA benefits) for the duration of the period of salary continuation.

Payment of the above-described severance benefits is subject to the employee releasing all of his or her claims against ImmunoGen other than claims that arise from our obligations under the plan. In addition, no benefits are payable under the plan in circumstances where the employee is entitled to receive

severance compensation under the terms of any separate written agreement, including a change in control severance agreement or employment agreement, between ImmunoGen and the employee in connection with the termination of the employee's employment following a change in control or otherwise.

The foregoing summary description of the Severance Pay Plan for Vice Presidents and Higher is qualified in its entirety by reference to the full text of the plan filed as Exhibit 10.1 to this Current Report on Form 8-K, which is incorporated herein by reference.

(f) Not applicable.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

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

<u>Exhibit No.</u>	<u>Exhibit</u>
10.1	Severance Pay Plan for Vice Presidents and Higher

SIGNATURES

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

ImmunoGen, Inc.
(Registrant)

Date: September 18, 2014

/s/ David B. Johnston

David B. Johnston
Executive Vice President and Chief Financial Officer

IMMUNOGEN INC.
SEVERANCE PAY PLAN
AND
SUMMARY PLAN DESCRIPTION
FOR VICE PRESIDENTS AND HIGHER

Effective as of September 17, 2014

ImmunoGen, Inc. Severance Pay Plan
for Vice Presidents and Higher
Effective as of September 17, 2014

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IMMUNOGEN INC.
SEVERANCE PAY PLAN
AND
SUMMARY PLAN DESCRIPTION
FOR VICE PRESIDENTS AND HIGHER

(Effective as of September 17, 2014)

I. Purpose

The purpose of the ImmunoGen, Inc. Severance Pay Plan for Vice Presidents and Higher (the “Plan”) is to provide, in the sole discretion of ImmunoGen, Inc. (the “Company”), a period of continued income and benefits (“Severance Benefits”) to eligible employees who serve in certain positions as designated by the Company, and whose employment with the Company is involuntarily terminated without Cause (as defined herein).

The Plan is designed to be an unfunded “employee welfare benefit plan,” as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and, accordingly, the Plan is governed by ERISA. This document constitutes both the Plan document and the summary plan description required under ERISA.

II. Eligibility

A. For purposes of this Plan, the term “Eligible Employee” means an employee of the Company:

- 1) who holds the position of Vice President and higher; and
 - 2) whose employment with the Company is terminated by the Company without Cause.
- B. For the avoidance of doubt, unless the Company provides otherwise in writing, Severance Benefits will **NOT** be paid to an employee:
- 1) terminating employment voluntarily;
 - 2) on a leave of absence, whether approved or unapproved;
 - 3) terminated by the Company for Cause. For purposes of this Plan, “Cause” means that the employee has, as determined by the Company in its sole discretion: (i) willfully committed an act or omission that materially harms the Company; (ii) been grossly negligent in the performance of the employee’s duties to the Company; (iii) willfully failed or refused to

- follow the lawful and proper directives of the Chief Executive Officer or the Board of Directors of the Company (the “Board”); (iv) been convicted of, or pleaded guilty or *nolo contendere*, to a felony; (v) committed an act involving moral turpitude that is or is reasonably expected to be injurious to the Company or its reputation; (vi) committed an act relating to the employee’s employment or the Company involving in the good faith judgment of the Board, material fraud or theft; (vii) breached any material provision of any agreement between the employee and the Company or any nondisclosure or non-competition agreement between the employee 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 (each of the foregoing hereinafter referred to as a “Violation”); provided, however, that if a Violation described in clauses (ii), (vii) or (viii) is susceptible of cure, the employee will be afforded a reasonable period (not to exceed twenty (20) business days) after receiving the initial written notice from the Company of such Violation to substantially cure such Violation prior to the Company taking any action to terminate the employee’s employment for Cause;
- 4) if the employee has been offered another reasonably comparable position with the Company, whether or not the employee accepts such offer; or
 - 5) if the employee is entitled to receive severance compensation under the terms of any separate written agreement, including, without limitation, any change in control severance agreement or employment agreement, between the Company and the employee in connection with the termination of the employee’s employment following a change in control of the Company or otherwise.

For purposes of clause (4) above, whether an offer is “reasonably comparable” will be determined by the Company in its sole reasonable discretion. The Company shall, but is not necessarily limited to, consider the following factors in making such determination: (a) the change in commute; (b) a comparison of the offered annual base salary against the employee’s then current annual base salary; and (c) whether the employee is reasonably capable of performing the responsibilities of the position by training or experience.

- C. Notwithstanding any provisions of this Plan to the contrary, the Company shall not be obligated to pay the employee and the employee shall not be eligible to receive any Severance Benefits set forth in Section III unless the employee executes, delivers, and does not revoke a release of claims in favor of the Company in substantially the form attached hereto as **Exhibit A** (the “Release”) prior to the sixtieth (60th) day following the date of termination of employment with the Company (the “Termination Date”).

III. Severance Benefits

Provided that an Eligible Employee satisfies all conditions for receipt in accordance with the terms of this Plan, an Eligible Employee shall be entitled to the following Severance Benefits:

A. **Severance Pay**

An Eligible Employee will receive Severance Pay in accordance with the following schedule:

Chief Executive Officer	18 months
Executive Officer (as designated by the Board)	12 months
Vice President (other than Executive Officer)	6 months

Severance Pay will be calculated on the basis of the Eligible Employee’s highest annualized base salary in the 12 months preceding the Termination Date.

Severance Pay will be paid by means of salary continuation payments commensurate with the Company’s normal payroll cycles, for the duration of the period described above (the “Severance Period”), to commence as soon as practicable following the effective date of the Release, but no later than sixty (60) days following the Termination Date, subject to the provisions of Section II(C) and Section IV. In case of the death of an Eligible Employee before the completion of all Severance Payments, any remaining Severance Payments will be paid in a lump sum to the beneficiary or beneficiaries as set forth in the Eligible Employee’s beneficiary designation under the Company’s group life insurance program as in effect on the Eligible Employee’s Termination Date, as soon as administratively feasible, but in no event later than sixty (60) days following the Company’s receipt of notice of the Eligible Employee’s death. If no such beneficiary designation is in effect

on the Termination Date, or if no such designated beneficiary(ies) survive the Eligible Employee, the remaining Severance Payments will be paid to Eligible Employee's estate.

B. Annual Bonus

- 1) An Eligible Employee will be entitled to receive a payment equal to his or her annual bonus related to the most recently completed fiscal year, determined in accordance with the terms of the Company's annual bonus program, if not already paid on or prior to the Termination Date.
- 2) For the fiscal year in which the Eligible Employee's termination occurs, the Eligible Employee will be entitled to receive 100% of the portion of his or her target annual bonus tied to personal objectives. With respect to

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the portion of the annual bonus tied to corporate objectives, the Eligible Employee will be entitled to receive the same percentage as the other participants in the Company's annual bonus program. The foregoing notwithstanding, the annual bonus for the fiscal year in which the Eligible Employee's termination occurs which the Eligible Employee is entitled to receive as described above will be pro-rated to reflect the actual number of days the Eligible Employee was employed during the applicable fiscal year.

Any annual bonus amounts due to the Eligible Employee will be paid to the Eligible Employee at the same time bonuses are paid to other participants in the Company's annual bonus program. In case of the death of an Eligible Employee before payment of the annual bonus amounts due to the Eligible Employee, such bonus amounts will be paid to the beneficiary or beneficiaries as set forth in the Eligible Employee's beneficiary designation under the Company's group life insurance program as in effect on the Eligible Employee's Termination Date. If no such beneficiary designation is in effect on the Termination Date, or if no such designated beneficiary(ies) survive the Eligible Employee, the bonus amounts will be paid to the Eligible Employee's estate.

C. COBRA Premium

If an Eligible Employee timely elects to continue medical, dental and/or vision coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Company shall remit to the Eligible Employee a taxable amount on a monthly basis equal to the COBRA Premium for the duration of the Severance Period; provided that the Company shall have no obligation to provide such benefit if the Eligible Employee fails to elect COBRA benefits in a timely fashion or if the Eligible Employee becomes eligible for medical coverage with another employer.

IV. Conditions Governing Payment

- A. In addition to the satisfaction of any conditions set forth above, an Eligible Employee will only receive such Severance Benefits if the Company determines that the Eligible Employee has satisfied the following:
- 1) the Eligible Employee must continue to be actively at work through the last day of work designated and as determined by the Company, in its sole discretion, unless the Eligible Employee's absence is covered by the Company's paid time off policy, or if the Company, in its sole discretion, has agreed in writing to adjust the Eligible Employee's last day of work to an earlier date than previously scheduled; and
 - 2) the Eligible Employee must have returned all Company property and settled satisfactorily all expenses owed to the Company.

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- B. Any Severance Benefits to which the Eligible Employee may be entitled will be offset, in the sole discretion of the Company, by any amounts the Eligible Employee may owe the Company, such as pay for time under the Company's paid time off policy the Eligible Employee may have been advanced but was not earned at the time of termination, unauthorized or un-reconciled business expenses, and the value of any Company equipment in the Eligible Employee's possession which the Eligible Employee has not returned to the Company.
- C. Any Severance Benefits to which an Eligible Employee may be entitled shall immediately cease upon the determination by the Company that such Eligible Employee violated the terms of the Release or the Proprietary Information, Inventions and Competition Agreement between the Company and the Eligible Employee.

V. Reemployment

If rehired by the Company, any Severance Benefits to which an Eligible Employee may be entitled shall cease with the payment for the period ending the day immediately preceding the date of rehire.

VI. Plan Continuance

The Company expects to continue this Plan indefinitely, but reserves the right to amend or terminate the Plan, or any portion of the Plan, at any time in its sole discretion by action of the Board. Further, the Company, by action of the Board, reserves the right to modify the benefits set forth in this Plan, or to pay such other benefits as it may, in its sole discretion, deem appropriate, in addition to or in lieu of the benefits set forth in this Plan. Notwithstanding the above, any amendment or modification to the Plan that decreases benefits available under the Plan will apply only to those employees who have a Termination Date after the effective date of such modification or amendment.

VII. Administration of the Plan

The Company, acting through the Chief Human Resources Officer (“CHRO”), shall be the Plan Administrator. The Plan Administrator shall have sole authority and discretion to administer and construe the terms of this Plan, subject to applicable requirements of law. Without limiting the generality of the foregoing, the Plan Administrator shall have complete discretionary authority to carry out the following powers and duties:

- 1) to make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan;
- 2) to interpret and construe the Plan, its interpretations and constructions thereof to be final and conclusive on all persons claiming Severance Benefits under the Plan;

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- 3) to decide all questions, including without limitation, issues of fact, concerning the Plan, including the eligibility of any person to participate in, and receive Severance Benefits under the Plan; and
- 4) to appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in the administration of the Plan.

VIII. Claim and Claim Appeal Procedures

Employees who are eligible for Severance Payments under this Plan will be notified by the Company. If you believe that you did not receive the Severance Benefits to which you were entitled, you need to make a claim with the Executive Director, Human Resources (“EDHR”). The EDHR will review and make a decision with respect to your claim within 90 days of receipt of your claim, unless the EDHR determines that special circumstances require an extension of time for processing the claim, in which case you will receive a written notice of the extension before termination of the initial 90-day period. The extension notice will indicate the special circumstances requiring the extension and the date by which the EDHR expects to render the benefit determination.

If any claim is denied in whole or in part, you or your beneficiary will receive written notification within 90 days, including the reasons for the denial; reference to the specific Plan provisions on which the denial was based; information about additional material needed to pursue the claim, if any, and why such material is needed; and an explanation of the claim appeal procedure including a statement of your right to bring a civil action under § 502(a) of ERISA following an adverse benefit determination on appeal. Within 60 days, you or your beneficiary may submit a written request for reconsideration of the claim to the CHRO.

You or your representative may submit written comments, documents, records, and other information relating to the claim for Severance Benefits. Upon request and free of charge, you or your representative may have reasonable access to, and copies of, all documents, records, and other information relevant to your claim for Severance Benefits.

The review by the CHRO will take into account all comments, documents, records, and other information you submit relating to the claim, without regard to whether such information was submitted or considered in the initial Severance Benefits determination.

The CHRO will make a decision on your appeal within 60 days after the receipt of the appeal. If the CHRO determines that special circumstances require an extension of time for processing the appeal, you will receive a written notice of the extension before the end of the initial 60-day period. The extension notice shall indicate the special circumstances requiring the extension and the date by which the Plan expects to render the determination on appeal.

If your appeal is denied in whole or in part, you will receive a written notification including the reasons for the denial; reference to the specific Plan provisions on which the denial was based; a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for Severance Benefits; and a statement describing any voluntary appeal procedures

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offered by the Plan and your right to obtain information about such procedures, as well as a statement of your right to bring a civil action under § 502(a) of ERISA.

A document, record, or other information is relevant to a claim for Severance Benefits if it:

- (a) was relied upon in making the Severance Benefits determination;
- (b) was submitted, considered, or generated in the course of making the Severance Benefits determination, without regard to whether such document, record, or other information was relied upon in making the Severance Benefits determination; or
- (c) demonstrates compliance with the administrative processes and safeguards in making Severance Benefits determinations.

The CHRO will decide whether a hearing will be held on the claim and will notify you at least 14 days before the hearing, if one is to be held.

To the extent permitted by law, decisions reached under the claims procedures set forth in this Section VIII shall be final and binding on all parties. No action (whether at law, in equity or otherwise) shall be brought by or on behalf of any participant or Beneficiary for or with respect to benefits due under this Plan unless the person bringing such action has timely exhausted the Plan’s claim review procedure. In any such legal action, the claimant may only present evidence and theories which the claimant presented during the claims procedure. Any claims which the claimant does not in good faith pursue through the review stage of the procedure shall be treated as having been irrevocably waived. Judicial review of a claimant’s denied claim shall be limited to a determination of whether the denial was an abuse of discretion based on the evidence and theories the claimant presented during the claims procedure.

Any action (whether at law, in equity or otherwise) must be commenced within one (1) year and must be brought in a court of competent jurisdiction sitting in [Waltham], Massachusetts. This one (1) year period shall be computed from the earlier of: (a) the date a final determination denying such benefit, in whole or in part, is issued under the Plan's claim review procedure; and (b) the date such individual's cause of action first accrued (as determined under the laws of the Commonwealth of Massachusetts without regard to principles of choice of laws).

IX. Your Rights Under ERISA

As a participant in the Plan you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

A. Receive Information About Your Plan and Benefits

- 1) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, and a copy of the latest

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annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- 2) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

B. Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest and that of other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

C. Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

D. Assistance with Your Questions

If you have questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and

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responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

X. Tax Information

It is intended that this Plan: (i) be exempt from the requirements of Section 409A of the Internal Revenue Code (the "Code") of 1986 ("Section 409A") to the maximum extent possible (under the short-term deferral rules of Treasury Regulation Section 1.409A-1(b)(4)(i) and/or the exemption for involuntary terminations under the separation pay plan rules of Treasury Regulation Section 1.409A-1(b)(9)(iii)).

If this Plan is not exempt from the requirements of Section 409A of the Code, or to the extent the Plan is not so exempt, it is intended that the Plan comply with the requirements of Section 409A of the Code and the Plan shall be interpreted, operated and administered accordingly, including:

- (i) The phrase termination of employment, or any derivation thereof, shall mean a "separation from service" within the meaning of Code Section 409A.

- (ii) To the extent that this Plan requires that a payment shall be made following the execution of a waiver and release agreement, such payment or payments will only be made if the waiver and release agreement is executed prior to the 60th day following the Termination Date;

provided, that if this 60 day period commences in one tax year and ends in the next tax year, no payment which is the subject of such waiver and release agreement may be made or commence (in the case of a series of payments), until the second of the tax years. The Employee may not designate the year of such payment.

(iii) To the extent that this Plan provides for the reimbursement of specified expenses incurred by an Eligible Employee, such reimbursement shall be made in accordance with the provisions of this Plan, but in no event later than the last day of the Eligible Employee's taxable year following the taxable year in which the expense was incurred. The amount of expenses eligible for reimbursement in any taxable year of the Eligible Employee shall not affect the amount of expenses to be reimbursed or provided in any other year (except in the case of maximum benefits to be provided under a medical reimbursement arrangement, if applicable).

(iv) Payments in respect of an Eligible Employee's termination of employment under this Plan are designated as separate payments for purposes of the short-term deferral rules under Treasury Regulation Section 1.409A-1(b)(4)(i)(F) and the exemption for involuntary terminations under separation pay plans under Treasury Regulation Section 1.409A-1(b)(9)(iii). As a result, (a) any payments that become vested as a result of the Eligible Employee's termination of employment under this Plan that are made on or before the 15th day of the third month of the later of the calendar year or Company fiscal year following the calendar or fiscal year of the Eligible Employee's termination of employment, and (b) any additional payments that are made on or before the last day of the second calendar year following the year of the Eligible Employee's termination of

employment and do not exceed the lesser of two times base salary or two times the limit under Code Section 401(a)(17) then in effect, and (c) the payment of medical expenses within the applicable COBRA period, are exempt from the requirements of Code Section 409A.

(v) Notwithstanding any other provision with respect to the timing of payments under Section III, if, at the time of Eligible Employee's termination, Eligible Employee is deemed to be a "specified employee" (within the meaning of Section 409A, and any successor statute, regulation and guidance thereto) of the Company, then solely to the extent necessary to comply with the requirements of Section 409A, any payments to which Eligible Employee may become entitled under Section III which are subject to 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 Date, at which time Eligible Employee shall be paid an aggregate amount equal to the accumulated, but unpaid, payments otherwise due to Eligible Employee under the terms of Section III.

Notwithstanding anything in this Plan to the contrary, the Company does not guarantee the tax treatment of any Severance Benefits under this Plan, including without limitation pursuant to the Code, federal, state or local tax laws or regulations.

XI. Severability

In the case any provision of the Plan is determined to be illegal or invalid for any reason, such illegality or invalidity will not affect the remaining parts of the Plan, but the Plan will be construed and enforced as if such illegal or invalid provision never existed.

XII. General Information

Plan Name: ImmunoGen, Inc. Severance Pay Plan for Vice Presidents and Higher

Type of Plan: Severance Pay Plan - Welfare Plan

Name of Plan Sponsor: ImmunoGen, Inc.
830 Winter Street
Waltham, MA 02451
(781) 895-0600

Employer I.D. Number: 04-2726691

Plan Number: 5 0 2

Plan Administrator: ImmunoGen, Inc.
c/o Chief Human Resources Officer
830 Winter Street
Waltham, MA 02451

Plan Agent for Service of Legal Process: ImmunoGen, Inc.
c/o General Counsel
830 Winter Street
Waltham, MA 02451

Service of legal process also may be made on the Plan Administrator

Plan Year: January 1 through December 31

By: /s/ Daniel M. JuniusTitle: President and CEODate: September 17, 2014

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Exhibit A

GENERAL RELEASE

1. **General Release.** In consideration of the payments and benefits to be made under the ImmunoGen, Inc. Severance Pay Plan for Vice Presidents and Higher (the "**Plan**"), (the "**Executive**"), with the intention of binding the Executive and the Executive's heirs, executors, administrators and assigns, does hereby release, remise, acquit and forever discharge ImmunoGen, Inc. (the "**Company**") and each of its subsidiaries and affiliates (the "**Company Affiliated Group**"), their present and former officers, directors, executives, agents, attorneys, employees and employee benefits plans (and the fiduciaries thereof), and the successors, predecessors and assigns of each of the foregoing (collectively, the "**Company Released Parties**"), of and from any and all claims, actions, causes of action, complaints, charges, demands, rights, damages, debts, sums of money, accounts, financial obligations, suits, expenses, attorneys' fees and liabilities of whatever kind or nature in law, equity or otherwise, whether accrued, absolute, contingent, unliquidated or otherwise and whether now known or unknown, suspected or unsuspected which the Executive, individually or as a member of a class, now has, owns or holds, or has at any time heretofore had, owned or held, against any Company Released Party in any capacity, including, without limitation, any and all claims (i) arising out of or in any way connected with the Executive's service to any member of the Company Affiliated Group (or the predecessors thereof) in any capacity, or the termination of such service in any such capacity, (ii) for severance or vacation benefits, unpaid wages, salary or incentive payments, (iii) for breach of contract, wrongful discharge, impairment of economic opportunity, defamation, intentional infliction of emotional harm or other tort and (iv) for any violation of applicable state and local labor and employment laws (including, without limitation, all laws concerning unlawful and unfair labor and employment practices), any and all claims based on the Employee Retirement Income Security Act of 1974 ("**ERISA**"), any and all claims arising under the civil rights laws of any federal, state or local jurisdiction, including, without limitation, Title VII of the Civil Rights Act of 1964 ("**Title VII**"), the Age Discrimination in Employment Act ("**ADEA**"), the Americans with Disabilities Act ("**ADA**"), Sections 503 and 504 of the Rehabilitation Act the Family and Medical Leave Act, the Massachusetts Fair Employment Practices Act, and any and all claims under any whistleblower laws or whistleblower provisions of other laws.

2. **No Admissions.** The Executive acknowledges and agrees that this General Release is not to be construed in any way as an admission of any liability whatsoever by any Company Released Party, any such liability being expressly denied.

3. **Application to all Forms of Relief.** This General Release applies to any relief no matter how called, including, without limitation, wages, back pay, front pay, compensatory damages, liquidated damages, punitive damages for pain or suffering, costs and attorney's fees and expenses.

4. **Specific Waiver.** The Executive specifically acknowledges that his acceptance of the terms of this General Release is, among other things, a specific waiver of his rights, claims and causes of action under Title VII, ADEA, ADA, the Massachusetts Fair Employment

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Practices Act and any state or local law or regulation in respect of discrimination of any kind; provided, however, that nothing herein shall be deemed, nor does anything herein purport, to be a waiver of any right or claim or cause of action which by law the Executive is not permitted to waive.

5. **No Complaints or Other Claims.** The Executive acknowledges and agrees that he has not, with respect to any transaction or state of facts existing prior to the date hereof, filed any complaints, charges or lawsuits against any Company Released Party with any governmental agency, court or tribunal. This General Release does not: (i) prohibit or restrict Executive from communicating, providing relevant information to or otherwise cooperating with the U.S. Equal Employment Opportunity Commission or any other governmental authority with responsibility for the administration of fair employment practices laws regarding a possible violation of such laws or responding to any inquiry from such authority, including an inquiry about the existence of this General Release or its underlying facts, or (ii) require Executive to notify the Company of such communications or inquiry.

6. **Conditions of General Release.**

(a) **Terms and Conditions.** From and after the date of termination of employment, the Executive shall abide by all the terms and conditions of this General Release and the terms and any conditions set forth in any employment or confidentiality agreements signed by the Executive, which is incorporated herein by reference.

(b) **Confidentiality.** The Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or any legal process, or as is necessary in connection with any adversarial proceeding against any member of the Company Affiliated Group (in which case the Executive shall cooperate with the Company in obtaining a protective order at the Company's expense against disclosure by a court of competent jurisdiction), communicate, to anyone other than the Company and those designated by the Company or on behalf of the Company in the furtherance of its business, any trade secrets, confidential information, knowledge or data relating to any member of the Company Affiliated Group, obtained by the Executive during the Executive's employment by the Company that is not generally available public knowledge (other than acts by the Executive in violation of this General Release). This confidentiality obligation is in addition to, and not in lieu of, any other contractual, statutory and common law confidentiality obligation of the Executive to the Company.

(c) Return of Company Material. The Executive represents that he has returned to the Company all Company Material (as defined below). For purposes of this Section 6(c), "**Company Material**" means any documents, files and other property and information of any kind belonging or relating to (i) any member of the Company Affiliated Group, (ii) the current and former suppliers, creditors, directors, officers, employees, agents and customers of any of them or (iii) the businesses, products, services and operations (including without limitation, business, financial and accounting practices) of any of them, in each case whether tangible or intangible (including, without limitation, credit cards, building and office access cards, keys, computer equipment, cellular telephones, pagers, electronic devices, hardware, manuals, files, documents,

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records, software, customer data, research, financial data and information, memoranda, surveys, correspondence, statistics and payroll and other employee data, and any copies, compilations, extracts, excerpts, summaries and other notes thereof or relating thereto), excluding only information (x) that is generally available public knowledge or (y) that relates to the Executive's compensation or Executive benefits.

(d) Cooperation. Following the date of termination of employment, the Executive shall reasonably cooperate with the Company upon reasonable request of the Board of Directors and be reasonably available to the Company with respect to matters arising out of the Executive's services to the Company Affiliated Group.

(e) Nondisparagement. The Executive acknowledges and agrees that he shall not make any statements that are professionally or personally disparaging about or adverse to the interests of the Company or any Company Released Party, including, but not limited to, any statements that disparage in any way whatsoever the Company's products, services, businesses, finances, financial condition, capabilities or other characteristics.

(f) Ownership of Inventions, Non-Disclosure, Non-Competition and Non-Solicitation. The Executive expressly acknowledges and agrees that the Proprietary Information, Inventions, and Competition Agreement executed by him is incorporated herein by reference, and shall survive the execution of this General Release in full force and effect pursuant to its terms.

(g) No Representation. The Executive acknowledges that, other than as set forth in this General Release and the Plan, (i) no promises have been made to him and (ii) in signing this General Release the Executive is not relying upon any statement or representation made by or on behalf of any Company Released Party and each or any of them concerning the merits of any claims or the nature, amount, extent or duration of any damages relating to any claims or the amount of any money, benefits, or compensation due the Executive or claimed by the Executive, or concerning the General Release or concerning any other thing or matter.

(h) Injunctive Relief. In the event of a breach or threatened breach by the Executive of this Section 6, the Executive agrees that the Company shall be entitled to injunctive relief in a court of appropriate jurisdiction to remedy any such breach or threatened breach, the Executive acknowledging that damages would be inadequate or insufficient.

7. Voluntariness. The Executive agrees that he is relying solely upon his own judgment; that the Executive is over eighteen years of age and is legally competent to sign this General Release; that the Executive is signing this General Release of his own free will; that the Executive has read and understood the General Release before signing it; and that the Executive is signing this General Release in exchange for consideration that he believes is satisfactory and adequate.

8. Legal Counsel. The Executive acknowledges that he has been informed of the right to consult with legal counsel and has been encouraged to do so.

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9. Complete Agreement/Severability. Other than the agreements and/or obligations specifically referenced as surviving herein, this General Release constitutes the complete and final agreement between the parties and supersedes and replaces all prior or contemporaneous agreements, negotiations, or discussions relating to the subject matter of this General Release. All provisions and portions of this General Release are severable. If any provision or portion of this General Release or the application of any provision or portion of the General Release shall be determined to be invalid or unenforceable to any extent or for any reason, all other provisions and portions of this General Release shall remain in full force and shall continue to be enforceable to the fullest and greatest extent permitted by law.

10. Acceptance. The Executive acknowledges that he has been given a period of twenty-one (21) days within which to consider this General Release, unless applicable law requires a longer period, in which case the Executive shall be advised of such longer period and such longer period shall apply. The Executive may accept this General Release at any time within this period of time by signing the General Release and returning it to the Company.

11. Revocability. This General Release shall not become effective or enforceable until seven (7) calendar days after the Executive signs it. The Executive may revoke his acceptance of this General Release at any time within that seven (7) calendar day period by sending written notice to the Company. Such notice must be received by the Company within the seven (7) calendar day period in order to be effective and, if so received, would void this General Release for all purposes.

12. Governing Law. Except for issues or matters as to which federal law is applicable, this General Release shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the conflicts of law principles thereof.

IN WITNESS WHEREOF, the Executive has executed this General Release as of the date last set forth below.

EXECUTIVE

Date: _____

Name: _____

