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, 2009

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

830 Winter Street, Waltham, MA 02451
(Address of principal executive offices, including zip code)

(781) 895-0600
(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 has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). o Yes o No

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

Large accelerated filer o	Accelerated filer x
Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company 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: 57,360,914 shares outstanding as of January 25, 2010.

IMMUNOGEN, INC.
FORM 10-Q
FOR THE QUARTER ENDED DECEMBER 31, 2009
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ITEM 1. ***Financial Statements***

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

	December 31, 2009	June 30, 2009
ASSETS		
Cash and cash equivalents	$ 51,220	$ 69,639
Marketable securities	1,213	1,486
Accounts receivable	1,981	1,746
Unbilled revenue	1,150	561
Inventory	1,234	1,836
Restricted cash	574	366
Prepaid and other current assets	1,161	1,232
Total current assets	58,533	76,866
Property and equipment, net of accumulated depreciation	18,081	19,671
Long-term restricted cash	3,887	4,142
Other assets	36	25
Total assets	$ 80,537	$ 100,704
LIABILITIES AND SHAREHOLDERS' EQUITY		
Accounts payable	$ 1,981	$ 1,244
Accrued compensation	2,181	4,140
Other accrued liabilities	2,665	1,566
Current portion of deferred lease incentive	979	979
Current portion of deferred revenue	3,769	3,199
Total current liabilities	11,575	11,128
Deferred lease incentive, net of current portion	9,051	9,540
Deferred revenue, net of current portion	9,782	9,543
Other long-term liabilities	3,810	3,636
Total liabilities	34,218	33,847
Commitments and contingencies (Note E)		
Shareholders' equity:		
Preferred stock, $.01 par value; authorized 5,000 shares; no shares issued and outstanding	—	—
Common stock, $.01 par value; authorized 100,000 shares; issued and outstanding 57,310 and 56,947 shares as of December 31, 2009 and June 30, 2009, respectively	573	569
Additional paid-in capital	392,433	387,947
Accumulated deficit	(346,834)	(321,451)
Accumulated other comprehensive income (loss)	147	(208)
Total shareholders' equity	46,319	66,857
Total liabilities and shareholders' equity	$ 80,537	$ 100,704

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

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

	Three Months Ended December 31,		Six Months Ended December 31,	
	2009	2008	2009	2008
Revenues:				
Research and development support	$ 1,283	$ 2,283	$ 2,065	$ 5,490
License and milestone fees	827	4,766	2,658	6,989
Clinical materials reimbursement	998	2,285	1,484	2,981
Total revenues	3,108	9,334	6,207	15,460
Operating Expenses:				
Research and development	12,211	12,888	24,399	24,748
General and administrative	3,886	3,521	7,478	7,199
Total operating expenses	16,097	16,409	31,877	31,947
Loss from operations	(12,989)	(7,075)	(25,670)	(16,487)
Other (expense) income, net	(19)	(129)	125	(113)
Loss before benefit for income taxes	(13,008)	(7,204)	(25,545)	(16,600)
Benefit for income taxes	—	(101)	(162)	(100)
Net loss	$ (13,008)	$ (7,103)	$ (25,383)	$ (16,500)
Basic and diluted net loss per common share	$ (0.23)	$ (0.14)	$ (0.44)	$ (0.32)
Basic and diluted weighted average common shares outstanding	57,156	50,822	57,094	50,802

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

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

	Six months ended December 31,	
	2009	2008
Cash flows from operating activities:		
Net loss	$ (25,383)	$ (16,500)
Adjustments to reconcile net loss to net cash used for operating activities:		
Depreciation and amortization	2,472	2,491
Loss on sale/disposal of fixed assets	6	2
Amortization of deferred lease incentive	(489)	(486)
Loss on sale of marketable securities	—	33
Other-than-temporary impairment of marketable securities	—	402
Loss on forward contracts	33	182
Stock and deferred share unit compensation	2,345	2,226
Deferred rent	33	1,057
Changes in operating assets and liabilities:		
Accounts receivable	(235)	(1,489)
Unbilled revenue	(589)	2,091
Inventory	602	1,636
Prepaid and other current assets	67	(1,033)
Restricted cash	47	48

Other assets	(11)	12
Accounts payable	737	991
Accrued compensation	(1,959)	2,061
Other accrued liabilities	1,249	(1,473)
Deferred revenue	809	6,622
Proceeds from landlord for tenant improvements	—	750
Net cash used for operating activities	(20,266)	(377)
Cash flows from investing activities:		
Proceeds from maturities or sales of marketable securities	628	7,232
Purchases of property and equipment, net	(888)	(1,037)
Payments from settlement of forward contracts	(26)	(279)
Net cash (used for) provided by investing activities	(286)	5,916
Cash flows from financing activities:		
Proceeds from stock options exercised	2,133	268
Net cash provided by financing activities	2,133	268
Net change in cash and cash equivalents	(18,419)	5,807
Cash and cash equivalents, beginning balance	69,639	31,619
Cash and cash equivalents, ending balance	$ 51,220	$ 37,426

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

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IMMUNOGEN, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2009

A. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying unaudited consolidated financial statements at December 31, 2009 and June 30, 2009 and for the three and six months ended December 31, 2009, and 2008 include the accounts of ImmunoGen, Inc., or the Company, and its wholly-owned subsidiaries, ImmunoGen Securities Corp. and ImmunoGen Europe Limited. The consolidated financial statements 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, 2009.

Subsequent Events

The Company has evaluated all events or transactions that occurred after December 31, 2009 up through January 29, 2010, the date the Company issued these financial statements. During this period the Company did not have any material recognizable or unrecognizable subsequent events.

Other-than-Temporary Impairments

An other-than-temporary impairment must be recognized through earnings if an investor has the intent to sell the debt security or if it is more likely than not that the investor will be required to sell the debt security before recovery of its amortized cost basis. In the event of a credit loss, only the amount associated with the credit loss is recognized in net loss. The amount of loss relating to other factors is recorded in accumulated other comprehensive loss.

The Company adopted certain provisions of FASB's Accounting Standards Codification (ASC) Topic 820, "Investments — Debt and Equity Securities," on April 1, 2009. As a result of the adoption, $54,000 of previously recognized other-than-temporary impairment charges was reclassified to other comprehensive loss as a cumulative effect adjustment.

The Company conducts periodic reviews to identify and evaluate each investment that has an unrealized loss, which exists when the current fair value of an individual security is less than its amortized cost basis. Unrealized losses on available-for-sale securities that are determined to be temporary, and not related to credit loss, are recorded in accumulated other comprehensive loss.

For available-for-sale debt securities with unrealized losses, management performs an analysis to assess whether it intends to sell or whether it would more likely than not be required to sell the security before the expected recovery of the amortized cost basis. Where the Company intends to sell a security, or may be required to do so, the security's decline in fair value is deemed to be other-than-temporary and the full amount of the unrealized loss is recorded in the statement of operations as an other-than-temporary impairment charge. When this is not the case, the Company performs additional analysis on all securities with unrealized losses to evaluate losses associated with the creditworthiness of the security. Credit losses are identified where the Company does not expect to receive cash flows, based on using a single best estimate, sufficient to recover the amortized cost basis of a security and these are recognized in other income (expense), net.

Fair Value of Financial Instruments

Fair value is defined under ASC Topic 820 as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value under Topic 820 must maximize the use of observable inputs and minimize the use of unobservable inputs. The topic describes a fair value hierarchy to measure fair value which is based on three levels of inputs, of which the first two are considered observable and the last unobservable, as follows:

- Level 1 - Quoted prices in active markets for identical assets or liabilities.
- Level 2 - Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

As of December 31, 2009, the Company held certain assets that are required to be measured at fair value on a recurring basis, including our cash equivalents and marketable securities. In accordance with Topic 820, the following table represents the fair value hierarchy for our financial assets measured at fair value on a recurring basis as of December 31, 2009 (in thousands):

	Fair Value Measurements at December 31, 2009 Using			
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash, cash equivalents and restricted cash	$ 55,681	$ 55,681	$ —	$ —
Available-for-sale marketable securities	1,213	—	1,213	—
	$ 56,894	$ 55,681	$ 1,213	$ —

The fair value of the Company’s investments is generally determined from market prices based upon either quoted prices from active markets or other significant observable market transactions at fair value.

The carrying amounts reflected in the consolidated balance sheets for accounts receivable, unbilled revenue, restricted cash, prepaid and other current assets, accounts payable, accrued compensation, and other accrued liabilities approximate fair value due to their short-term nature.

Unbilled Revenue

The majority of the Company’s unbilled revenue at December 31, 2009 and June 30, 2009 represents research funding earned based on actual resources utilized under the Company’s agreements with various collaborators.

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, 2009 and June 30, 2009 is summarized below (in thousands):

	December 31, 2009	June 30, 2009
Raw materials	$ 1,234	$ 952
Work in process	—	884
Total	$ 1,234	$ 1,836

All Targeted Antibody Payload, or TAP, product candidates currently in preclinical and clinical testing through ImmunoGen or its collaborators include either DM1 or DM4 as a cell-killing agent. Raw materials inventory consists entirely of DM1 and DM4, collectively referred to as DMx.

Inventory cost is stated net of write-downs of $1.7 million and $1.8 million as of December 31, 2009 and June 30, 2009, respectively. The write-downs represent the cost of raw materials that the Company considers to be in excess of a twelve-month supply based on firm, fixed orders and projections from its collaborators as of the respective balance sheet date. The Company recorded $530,000 of expense related to excess inventory during the three-month period ended December 31, 2009. No similar charges were recorded during the three or six-month period ended December 31, 2008.

Computation of Net Loss per Common Share

Basic and diluted net loss per share is calculated based upon the weighted average number of common shares outstanding during the period. The Company's common stock equivalents, as calculated in accordance with the treasury-stock accounting method, are shown in the following table (in thousands):

	Three Months Ended December 31,		Six Months Ended December 31,	
	2009	2008	2009	2008
Options to purchase common stock	6,489	5,629	6,489	5,629
Common stock equivalents under treasury stock method	1,910	312	1,956	516

The Company's common stock equivalents have not been included in the net loss per share calculation because their effect is anti-dilutive due to the Company's net loss position.

Comprehensive Loss

For the three and six months ended December 31, 2009, total comprehensive loss equaled $12.9 million and $25.2 million, respectively. For the three and six months ended December 31, 2008, total comprehensive loss equaled $7.3 million and $16.6 million, respectively. Comprehensive loss is comprised of the Company's net loss for the period and unrealized gains and losses recognized on available-for-sale marketable securities.

Stock-Based Compensation

As of December 31, 2009, the Company is authorized to grant future awards under one employee share-based compensation plan, which is the ImmunoGen, Inc. 2006 Employee, Director and Consultant Equity Incentive Plan, or the 2006 Plan. As amended, the 2006 Plan provides for the issuance of Stock Grants, the grant of Options and the grant of Stock-Based Awards for up to 4,500,000 shares of the Company's common stock, as well as any shares of common stock that are represented by awards granted under the previous stock option plan, the ImmunoGen, Inc. Restated Stock Option Plan, or the Former Plan, that are forfeited, expire or are cancelled without delivery of shares of common stock; 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.

The fair value of each stock option is estimated on the date of grant using the Black-Scholes option-pricing model with the assumptions noted in the following table. As the Company has not paid dividends since inception, nor does it expect to pay any dividends for the foreseeable future, the expected dividend yield assumption is zero. 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.

	Three Months Ended December 31,		Six Months Ended December 31,	
	2009	2008	2009	2008
Dividend	None	None	None	None
Volatility	59.32%	63.39%	59.95%	63.33%
Risk-free interest rate	2.95%	3.11%	3.21%	3.14%
Expected life (years)	7.1	7.1	6.9	7.1

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Using the Black-Scholes option-pricing model, the weighted average grant date fair values of options granted during the three months ended December 31, 2009 and 2008 were $4.89 and $2.65 per share, respectively, and $5.87 and $2.71 for options granted during the six months ended December 31, 2009 and 2008, respectively.

Stock compensation expense incurred during the three and six months ended December 31, 2009 was $1.2 million and $2.1 million, respectively. Stock compensation expense incurred during the three and six months ended December 31, 2008 was $838,000 and $2.1 million, respectively.

As of December 31, 2009, the estimated fair value of unvested employee awards was $7.1 million, net of estimated forfeitures. The weighted-average remaining vesting period for these awards is approximately three years.

During the six months ended December 31, 2009, holders of options issued under the Company's equity plans exercised their rights to acquire an aggregate of 363,000 shares of common stock at prices ranging from $2.03 to $8.57 per share. The total proceeds to the Company from these option exercises were approximately $2.1 million.

Financial Instruments and Concentration of Credit Risk

The Company's cash and cash equivalents consist principally of U.S. Government and agency-backed money market funds which are maintained with two financial institutions in the U.S. Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of marketable securities. Marketable securities at December 31, 2009 generally consist of high-grade corporate bonds and asset-backed securities. The Company has classified its marketable securities as "available-for-sale" and, accordingly, carries such securities at aggregate fair value. The cost of securities sold is based on the specific identification method. The Company's investment policy, approved by the Board of Directors, limits the amount it may invest in any one type of investment, thereby reducing credit risk concentrations.

Derivative instruments include a portfolio of short duration foreign currency forward contracts intended to mitigate the risk of exchange fluctuations for existing or anticipated receivable and payable balances denominated in foreign currency. Derivatives are estimated at fair value and classified as other current assets or liabilities. 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.

The Company does 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 the Company enters into forward contracts only as an economic hedge, any gain or loss on the underlying foreign-denominated existing or anticipated receivable or payable balance would be offset by the loss or gain on the forward contract. For the three and six months ended December 31, 2009, net losses recognized on forward contracts were $49,000 and $33,000, respectively, and are included in the accompanying consolidated statement of operations as other income (expense), net. As of December 31, 2009, the Company had outstanding forward contracts with amounts equivalent to approximately $1.2 million (815,000 in Euros), all maturing on or before January 29, 2010. As of June 30, 2009, the Company had outstanding forward contracts with amounts equivalent to approximately $517,000 (371,000 in Euros). For the three and six months ended December 31, 2008, net losses recognized on forward contracts were $79,000 and $182,000, respectively. The Company does not anticipate using derivative instruments for any purpose other than hedging our exchange rate exposure.

Segment Information

During the three and six months ended December 31, 2009, the Company continued to operate in one reportable business segment which is the business of discovery of monoclonal antibody-based anticancer therapeutics.

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The percentages of revenues recognized from significant customers of the Company in the three and six months ended December 31, 2009 and 2008 are included in the following table:

	Three Months Ended December 31,		Six Months Ended December 31,	
Collaborative Partner:	**2009**	**2008**	**2009**	**2008**
Amgen	30%	1%	18%	2%
Bayer	5%	2%	23%	1%
Biogen Idec	23%	2%	13%	7%
Biotest	11%	13%	13%	15%
sanofi-aventis	25%	80%	26%	68%

There were no other customers of the Company with significant revenues in the three and six months ended December 31, 2009 and 2008.

Recent Accounting Pronouncements

In October 2009, the FASB issued Accounting Standards Update 2009-13, “Multiple-Deliverable Revenue Arrangements”, which establishes the accounting and reporting guidance for arrangements under which a vendor will perform multiple revenue-generating activities. This statement becomes effective for the Company’s fiscal year 2011. The Company is evaluating the impact this statement will have on its financial statements.

In August 2009, the FASB issued Accounting Standards Update No. 2009-05, “Measuring Liabilities at Fair Value”, which provides clarification that in circumstances where a quoted market price in an active market for an identical liability is not available, a reporting entity must measure fair value of the liability using one of the following techniques: 1) the quoted price of the identical liability when traded as an asset; 2) quoted prices for similar liabilities or similar liabilities when traded as assets; or 3) another valuation technique, such as a present value technique or the amount that the reporting entity would pay to transfer the identical liability or would receive to enter into the identical liability that is consistent with the provisions of the standard. This standard was adopted by the Company during the first quarter of fiscal 2010 and it did not have a material effect on the Company’s financial position or results of operations.

The provisions of ASC Topic 810, “Consolidations”, related to the changes to how a reporting entity determines when an entity that is insufficiently capitalized or is not controlled through voting (or similar rights) should be consolidated will be effective for fiscal years beginning after November 15, 2009 (the Company’s fiscal year 2011). Early application is not permitted. The Company does not expect the adoption of these provisions to have a significant impact on its financial position or results of operations.

Certain provisions of ASC Topic 860, “Transfers and Servicing”, require enhanced information reported to users of financial statements by providing greater transparency about transfers of financial assets and an entity’s continuing involvement in transferred financial assets. The provisions are effective for fiscal years beginning after November 15, 2009 (the Company’s fiscal year 2011). The Company does not expect the adoption of these provisions to have a significant impact on its financial position or results of operations.

In January 2010, the FASB issued Accounting Standards Update No. 2010-01, “Accounting for Distributions to Shareholders with Components of Stock and Cash, a consensus of the FASB Emerging Issues Task Force.” The amendments in this Update clarify that the stock portion of a distribution to shareholders that allows them to elect to receive cash or stock with a potential limitation on the total amount of cash that all shareholders can elect to receive in the aggregate is considered a share issuance that is reflected in earnings per share prospectively and is not a stock dividend for purposes of applying ASC Topics 505 and 260 (Equity and Earnings per Share). Update No. 2010-01 is generally effective for interim and fiscal periods ending on or after December 15, 2009, and should be applied on a retrospective basis. The adoption of this statement di d not have an impact on the financial position or results of operations of the Company.

B. Significant Collaborative Agreements

sanofi-aventis

In August 2006, sanofi-aventis exercised its final remaining option to extend the term of the research collaboration with the Company until August 31, 2008, and committed to pay the Company a minimum of $10.4 million in research support over the twelve months beginning September 1, 2007. The two companies subsequently agreed to extend the date of payment through October 31, 2008 to enable completion of previously agreed-upon research. The Company recorded the research funding as it was earned based

upon its actual resources utilized in the collaboration. The Company earned $81.5 million of committed funding over the duration of the research program and is now compensated for research performed for sanofi-aventis on a mutually agreed-upon basis.

In October 2006, sanofi-aventis licensed non-exclusive rights to use the Company's proprietary resurfacing technology to humanize antibodies to targets not included in the collaboration, including antibodies for non-cancer applications. Under the terms of the license, the Company received a $1 million license fee, half of which was paid upon contract signing and the second half was paid in August 2008. The Company has deferred the $1 million upfront payment and is recognizing this amount as revenue over the five-year term of the agreement.

In August 2008, sanofi-aventis exercised its option under a 2006 agreement for expanded access to the Company's TAP technology. The Company received $3.5 million with the exercise of this option in August 2008, in addition to the $500,000 the Company received in December 2006 with the signing of the option agreement. The agreement has a three-year term from the date of the exercise of the option and can be renewed by sanofi-aventis for one additional three-year term by payment of a $2 million fee. The Company has deferred the $3.5 million exercise fee and is recognizing this amount as revenue over the initial three-year option term.

Genentech (a wholly owned member of the Roche Group)

In May 2000, the Company entered into a license agreement with Genentech that granted Genentech exclusive rights to use our maytansinoid TAP technology with antibodies, such as trastuzumab, that target HER2. We received a $2 million upfront payment from Genentech upon execution of the agreement. We also are entitled to up to $44 million in milestone payments from Genentech under this agreement, as amended in May 2006, in addition to royalties on the net sales of any resulting product. Through December 31, 2009, the Company has received $13.5 million in milestone payments.

In May 2000, the Company also entered into a "right-to-test" agreement with Genentech that granted Genentech the right to test the Company's maytansinoid TAP technology with Genentech antibodies to a defined number of targets on an exclusive basis for specified option periods and to take exclusive licenses for individual targets on agreed-upon terms to use the Company's maytansinoid TAP technology to develop products. Under this agreement, Genentech licensed exclusive rights to use the Company's maytansinoid TAP technology with antibodies to four undisclosed targets. The most recent license was taken in December 2008. For each license taken, we received a $1 million license fee and may receive up to $38 million in milestone payments.

Bayer HealthCare AG

In October 2008, the Company entered into a development and license agreement with Bayer HealthCare AG. The Company received a $4 million upfront payment upon execution of the agreement, which the Company has deferred and is recognizing as revenue ratably over the estimated period of substantial involvement. In September 2009, Bayer reached a preclinical milestone which triggered a $1 million payment to the Company. This milestone is included in license and milestone fees for the six months ended December 31, 2009.

Amgen, Inc.

In September 2009 and November 2009, the Company entered into two development and license agreements with Amgen Inc. granting Amgen the exclusive right to use the Company's maytansinoid TAP technology to develop anticancer therapeutics to specific targets. These licenses were taken under an agreement established in 2000 between ImmunoGen and Abgenix, Inc., which later was acquired by Amgen. Under the terms of the licenses, the Company received a $1 million upfront payment with each license taken. The Company has deferred the $1 million upfront payments and is recognizing these amounts as revenue ratably over the estimated periods of substantial involvement.

Additional information on the agreements the Company has with these and other companies is described elsewhere in this Quarterly Report and in its 2009 Annual Report on Form 10-K.

C. Capital Stock

2001 Non-Employee Director Stock Plan

During the three and six months ended December 31, 2009, the Company recorded approximately $(4,000) and $(12,000) in expense reduction, respectively, related to stock units outstanding under the Company's 2001 Non-Employee Director Stock Plan. The value of the stock units is adjusted to market value at each reporting period as the redemption amount of stock units for this plan will be paid in cash. No stock units have been issued under the 2001 Plan subsequent to June 30, 2004. During the three and six months ended December 31, 2008, the Company recorded approximately $(9,000) and $19,000 in (expense reduction) or compensation expense, respectively.

2004 Non-Employee Director Compensation and Deferred Share Unit Plan

The 2004 Non-Employee Director Compensation and Deferred Share Unit Plan, or 2004 Director Plan, was amended on September 5, 2006. Under the terms of the amended 2004 Director Plan, the redemption amount of deferred share units will be paid in shares of common stock of the Company. In addition, the vesting for annual retainers was to take place quarterly over the three years after the award and the number of deferred share units awarded for all compensation is now based on the market value of the Company's common stock on the date of the award.

On September 16, 2009, the Board adopted a new Compensation Policy for Non-Employee Directors, which superseded the 2004 Plan and made certain changes to the compensation of its non-employee directors. The policy was amended on November 11, 2009 to provide that, whenever the Board has a non-employee Chairman in lieu of a Lead Director, the cash payment for the non-employee Chairman of the Board shall be the same as the cash compensation that would otherwise have been payable to the Lead Director. Effective November 12, 2009, non-employee directors became entitled to receive annual meeting fees and committee fees under the new policy. The new policy made changes to the equity portion of the non-employee director compensation, but left the cash portion unchanged. Effective November 11, 2009, non-employee directors became entitled to receive deferred stock units under the new policy as follows.

- New non-employee directors will be initially awarded a number of deferred stock units having an aggregate market value of $65,000, based on the closing price of our common stock on the date of their initial election to the Board. These awards will vest quarterly over three years from the date of grant, contingent upon the individual remaining a director of ImmunoGen as of each vesting date.

- On the first anniversary of a non-employee director's initial election to the Board, such non-employee director will be awarded a number of deferred stock units having an aggregate market value of $30,000, based on the closing price of our common stock on such date of grant and pro-rated based on the number of whole months remaining between the first day of the month in which such grant date occurs and the first October 31 following the grant date. These awards will generally vest quarterly over approximately the period from the grant date to the first November 1 following the grant date, contingent upon the individual remaining a director of ImmunoGen as of each vesting date.

- Thereafter, non-employee directors in general will be annually awarded a number of deferred stock units having an aggregate market value of $30,000, based on the closing price of our common stock on the date of our annual meeting of shareholders. These awards will vest quarterly over approximately one year from the date of grant, contingent upon the individual remaining a director of ImmunoGen as of each vesting date.

As with the 2004 Plan, vested deferred stock units are redeemed on the date a director ceases to be a member of the Board, at which time such director's deferred stock units will be settled in shares of our common stock issued under our 2006 Plan at a rate of one share for each vested deferred stock unit then held. Any deferred stock units that remain unvested at that time will be forfeited. The new policy provides that all unvested deferred stock units will automatically vest immediately prior to the occurrence of a change of control, as defined in the 2006 Plan.

In connection with the adoption of the new compensation policy, the Board also amended the 2004 Plan as follows:

- All unvested deferred stock awards (other than any unvested initial awards) were vested in full on September 16, 2009 unless the date such deferred stock units were credited to the non-employee director was less than one year prior to September 16, 2009, in which case such unvested deferred stock units will vest on the first anniversary of the date such deferred stock units were credited to the non-employee director.

- All unvested deferred stock awards will automatically vest prior to the occurrence of a change of control.

During the three and six months ended December 31, 2009, the Company recorded approximately $75,000 and $292,000 in compensation expense, respectively, related to deferred share units issued and outstanding under the amended 2004 Director Plan. During the three and six months ended December 31, 2008, the Company recorded approximately $37,000 and $71,000 in compensation expense, respectively.

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D. Marketable Securities

As of December 31, 2009, $51.2 million in cash and money market funds were classified as cash and cash equivalents. The Company's cash, cash equivalents and marketable securities as of December 31, 2009 are as follows (in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Cash and money market funds	$ 51,220	$ —	$ —	$ 51,220
Asset-backed securities				
Current	119	16	(2)	133
Non-current	922	183	(50)	1,055
Corporate notes				
Non-current	25	—	—	25
Total	$ 52,286	$ 199	$ (52)	$ 52,433
Less amounts classified as cash and cash equivalents	(51,220)	—	—	(51,220)
Total marketable securities	$ 1,066	$ 199	$ (52)	$ 1,213

As of June 30, 2009, $69.6 million in cash and money market funds were classified as cash and cash equivalents. The Company's cash, cash equivalents and marketable securities as of June 30, 2009 are as follows (in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Cash and money market funds	$ 69,639	$ —	$ —	$ 69,639
Asset-backed securities				
Current	395	25	(25)	395
Non-current	1,024	201	(410)	815
Corporate notes				
Current	250	—	—	250
Non-current	25	1	—	26
Total	$ 71,333	$ 227	$ (435)	$ 71,125
Less amounts classified as cash and cash equivalents	(69,639)	—	—	(69,639)

Total marketable securities	$ 1,694	$ 227	$ (435)	$ 1,486

During the six month period ended December 31, 2009, the Company had no realized gains or losses on the sale of investments, compared to realized losses of $33,000 during the same period last year.

As of December 31, 2009, the Company had 14 individual securities in its investment portfolio, of which six were in an unrealized loss position. The aggregate fair value of investments with unrealized losses was approximately $561,000, of which $244,000 had been in an unrealized loss position for more than one year, as of December 31, 2009. All such other investments as of December 31, 2009 were either not in a loss position or have been or were in an unrealized loss position for less than a year. As of June 30, 2009, the Company had 19 individual securities in its investment portfolio, of which seven were in an unrealized loss position. The aggregate fair value of investments with unrealized losses was approximately $705,000 as of June 30, 2009, of which $332,000 had been in an unrealized loss position for more than a year, as of June 30, 2009. See Note A *Other-than-Temporary Impairments*. The Company reviewed its investments with unrealized losses and as a result recorded $266,000 and $402,000 as other-than-temporary impairment charges during the three and six months ended December 31, 2008, respectively. No similar charges were recorded during the three or six months ended December 31, 2009.

E. Commitments and Contingencies

Effective July 27, 2007, the Company entered into a lease agreement with Intercontinental Fund III for the rental of approximately 89,000 square feet of laboratory and office space at 830 Winter Street, Waltham, MA. The Company uses this space for its corporate headquarters, research and other operations. The initial term of the lease is for twelve years with an option for the Company to extend the lease for two additional terms of five years. The Company is required to pay certain operating expenses for the leased premises subject to escalation charges for certain expense increases over a base amount. The Company entered into a sublease in December 2009 for 14,100 square feet of this space in Waltham through January 2015.

As part of the lease agreement, the Company received a construction allowance of up to approximately $13.3 million to build out laboratory and office space to the Company's specifications. After completion, the Company had recorded $12 million of leasehold

improvements under the construction allowance. The Company received $10.8 million from the landlord and paid out the same amount towards these leasehold improvements. The remaining balance of the improvements was paid directly by the landlord. The lease term began on October 1, 2007, when the Company obtained physical control of the space in order to begin construction.

Under the terms of the agreement, any remaining construction allowance was to be applied evenly as a credit to rent for the first year. The final balance of the construction allowance was determined in August 2008, resulting in a credit of $1.3 million to the Company from the landlord during fiscal year 2009 relating to the first year of occupancy, of which $1.0 million was accounted for during the six-month period ended December 31, 2008.

At December 31, 2009, the Company also leases facilities in Norwood and Cambridge, MA under agreements through 2011. The Company is required to pay certain operating expenses for the leased premises subject to escalation charges for certain expense increases over a base amount. The Company entered into a sub-sublease in May 2008 for the entire space in Cambridge, MA through October 2010, the remainder of the sublease.

The minimum rental commitments, including real estate taxes and other expenses, for the next five fiscal years and thereafter under the non-cancelable operating lease agreements discussed above are as follows (in thousands):

2010 (six months remaining)	$ 3,135
2011	5,887
2012	4,859
2013	4,859
2014	4,925
Thereafter	30,248
Total minimum lease payments	$ 53,913
Total minimum rental payments from subleases	(3,687)
Total minimum lease payments, net	$ 50,226

F. Income Taxes

During the six months ended December 31, 2009, the Company recognized $162,000 of tax benefit associated with U.S. research and development tax credits against which the Company had previously provided a full valuation allowance, but which became refundable as a result of federal legislation passed in 2009. Due to the degree of uncertainty related to the ultimate use of loss carryforwards and tax credits, the Company has established a valuation allowance to fully reserve its remaining tax benefits.

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 novel, targeted therapeutics for the treatment of cancer using our expertise in cancer biology, monoclonal antibodies, and small-molecule cytotoxic, or cell-killing, agents. Our Targeted Antibody Payload, or TAP, technology uses antibodies to deliver a potent cytotoxic agent specifically to cancer cells, and consists of a tumor-targeting monoclonal antibody with one of our proprietary cell-killing agents attached using one of our engineered linkers. The antibody component enables a TAP compound to bind specifically to cancer cells that express a particular target antigen, the highly potent cytotoxic agent serves to kill the cancer cell, and the engineered linker controls the release of the cytotoxic agent inside the cancer cell. Our TAP technology is designed to enable the creation of highly effective, well-tolerated anticancer products. All of our and our collaborative partners' TAP compounds currently in preclinical and clinical testing contain either DM1 or DM4 as the cytotoxic agent. Both DM1 and DM4 are our proprietary derivatives of a naturally occurring substance called maytansine. We also use our expertise in antibodies and cancer biology to develop "naked," or non-conjugated, antibody anticancer product candidates.

We have entered into collaborative agreements that enable companies to use our TAP technology to develop commercial product candidates to specified targets. 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 generally entitled to upfront fees, milestone payments and royalties on any commercial product sales. In addition, under certain agreements we are entitled to research and development funding based on activities performed at our collaborative partner's request. We are reimbursed for our direct and a portion of overhead costs to manufacture preclinical and clinical materials and, under certain collaborative agreements, the reimbursement includes a profit margin. Currently, our collaborative partners include Amgen, Bayer HealthCare, Biogen Idec, Biotest, Genentech (a wholly owned member of the Roche Group) and sanofi-aventis. We expect that substantially all of our revenue for the foreseeable future will result from payments under our collaborative arrangements. Details for some of our major and recent collaborative agreements follow.

sanofi-aventis—In July 2003, we entered into a discovery, development and commercialization collaboration with sanofi-aventis. Inclusive of its extensions, the agreement entitled us to receive committed research funding totaling $79.3 million over the five years of the research collaboration. The two companies subsequently agreed to extend the date of payment through October 31, 2008 to enable completion of previously agreed-upon research. We earned $81.5 million of committed research funding for activities performed under the completed research term of this agreement, and are now compensated for research performed for sanofi-aventis on a mutually agreed-upon basis.

The collaboration agreement also provides for certain other payments based on the achievement of product candidate milestones and royalties on sales of any resulting products, if and when such sales commence. For the targets included in the collaboration at this time, we are entitled to milestone payments potentially totaling $21.5 million for each product candidate developed under this agreement. Through December 31, 2009, we have earned and received an aggregate of $10.5 million in milestone payments under this agreement for compounds covered under this agreement now or in the past.

Additionally, in October 2006, sanofi-aventis licensed non-exclusive rights to use our proprietary humanization technology, which enables antibodies of murine origin to avoid detection by the human immune system. Under the terms of the license, we received a $1 million license fee, half of which was paid upon contract signing and the second half was paid in August 2008. We have deferred the $1 million upfront payment and are recognizing this amount as revenue over the five-year term of the agreement.

In August 2008, sanofi-aventis exercised its option under a 2006 agreement for expanded access to our TAP technology. We received $3.5 million with the exercise of this option in August 2008, in addition to the $500,000 we received in December 2006 with the signing of the option agreement. The agreement has a three-year term from the date of the exercise of the option and can be renewed by sanofi-aventis for one additional three-year term by payment of a $2 million fee. We have deferred the $3.5 million exercise fee and are recognizing this amount as revenue over the initial three-year option term.

Genentech—In May 2000, we entered into a license agreement with Genentech that granted Genentech exclusive rights to use our maytansinoid TAP technology with antibodies, such as trastuzumab, that target HER2. We received a $2 million upfront payment from Genentech upon execution of the agreement. We also are entitled to up to $44 million in milestone payments from Genentech under this agreement, as amended in May 2006, in addition to royalties on the net sales of any resulting product. Through December 31, 2009, we have received $13.5 million in milestone payments.

In May 2000, we also entered into a "right-to-test" agreement with Genentech that granted Genentech the right to test our maytansinoid TAP technology with Genentech antibodies to a defined number of targets on an exclusive basis for specified option periods and to take exclusive licenses for individual targets on agreed-upon terms to use our maytansinoid TAP technology to develop products. Under this agreement, Genentech licensed exclusive rights to use our maytansinoid TAP technology with antibodies to four undisclosed targets. The most recent license was taken in December 2008. For each license taken, we received a $1 million license fee and may receive up to $38 million in milestone payments.

Bayer HealthCare—In October 2008, we entered into a development and license agreement with Bayer HealthCare AG. The agreement grants Bayer HealthCare exclusive rights to use our maytansinoid TAP technology to develop and commercialize therapeutic compounds to a specific target. We received a $4 million upfront payment upon execution of the agreement, and—for each compound developed and marketed by Bayer HealthCare under this collaboration—we could potentially receive up to $170.5 million in milestone payments; additionally, we are entitled to receive royalties on the sales of any resulting products. We will be compensated by Bayer HealthCare at a stipulated rate for work performed on behalf of Bayer HealthCare under a mutually agreed-upon research plan and budget which may be amended from time to time during the term of the agreement. We also are entitled to receive payments for manufacturing any preclinical and clinical materials made at the request of Bayer HealthCare as well as for any related process development activities. We have deferred the $4 million upfront payment and are recognizing this amount as revenue over the estimated period of substantial involvement. In September 2009, Bayer reached a preclinical milestone which triggered a $1.0 million payment to us. This milestone is included in license and milestone fees for the six-month period ended December 31, 2009.

Amgen, Inc.—In September 2009 and November 2009, we entered into two development and license agreements with Amgen Inc. granting Amgen the exclusive right to use our maytansinoid TAP technology to develop anticancer therapeutics to specific targets. These licenses were taken under an agreement established in 2000 between ImmunoGen and Abgenix, Inc., which later was acquired by Amgen. The agreement grants Amgen certain rights to test our maytansinoid TAP technology with antibodies and to license — on agreed-upon terms — the right to use the technology with antibodies to individual targets to develop products. Under the terms of the licenses, we received a $1 million upfront payment with each license taken. We have deferred the $1 million upfront payments and are recognizing these amounts as revenue ratably over the estimated periods of substantial involvement. We also are entitled to receive milestone payments potentially totaling $34 million plus royalties on the sales of any resulting products. When milestone fees are specifically tied to a separate earnings process and are deemed to be substantive and at risk, revenue will be recognized when such milestones are achieved. Amgen is responsible for the development, manufacturing, and marketing of any products resulting from this license.

To date, we have not generated revenues from commercial product sales and we expect to incur significant operating losses for the foreseeable future. As of December 31, 2009, we had approximately $52.4 million in cash and marketable securities compared to $71.1 million in cash and marketable securities as of June 30, 2009.

We anticipate that future cash expenditures will be partially offset by collaboration-derived proceeds, including milestone payments, clinical material reimbursements and upfront fees. 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. However, we cannot provide assurance that any such opportunities presented by additional strategic partners or alternative financing arrangements will be entirely available to us, if at all.

Critical Accounting Policies

We prepare our consolidated financial statements in accordance with accounting principles generally accepted in the U.S. 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.

Certain provisions of ASC Topic 820, "Investments — Debt and Equity Securities," related to other non-financial assets and liabilities was adopted for the Company on July 1, 2009 and did not have a material impact on our financial position or results of operations upon adoption; however, this standard may impact us in subsequent periods and require additional disclosures. Refer to *Note A — Fair Value of Financial Instruments* to our unaudited consolidated financial statements included in Item 1 of this Quarterly Report for a discussion of our adoption of this standard.

There were no other significant changes to our critical accounting policies from those disclosed in our Annual Report on Form 10-K for the fiscal year ended June 30, 2009.

RESULTS OF OPERATIONS

Comparison of Three Months ended December 31, 2009 and 2008

Revenues

Our total revenues for the three months ended December 31, 2009 and 2008 were $3.1 million and $9.3 million, respectively. The $6.2 million decrease in revenues in the three months ended December 31, 2009 from the same period in the prior year is attributable to a decrease in research and development support revenue, license and milestone fees and clinical materials reimbursement revenue, all of which are discussed below.

Research and development support was $1.3 million for the three months ended December 31, 2009 compared with $2.3 million for the three months ended December 31, 2008. These amounts primarily represent research funding earned based on actual resources utilized under our agreements with our collaborators shown in the table below. The decreased research and development support fees in the current period compared to the prior year period is primarily due to a reduction in the amount earned from sanofi-aventis with the conclusion of its committed funding obligations in the first half of fiscal 2009, partially offset by revenues earned under or development and collaborations agreements with Amgen. Also included in research and development support revenue are development fees charged for reimbursement of our direct and overhead costs incurred in producing and delivering research-grade materials to our collaborators and for 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' product candidates 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. Total revenue recognized from research and development support from each of our collaborative partners in the three-month periods ended December 31, 2009 and 2008 is included in the following table (in thousands):

Research and Development Support	Three months ended December 31, 2009	2008
Collaborative Partner:		
Amgen	$ 717	$ —
Bayer HealthCare	—	90
Biogen Idec	74	169
Biotest	300	429
Genentech	157	—
sanofi-aventis	35	1,595
Total	$ 1,283	$ 2,283

Revenues from license and milestone fees for the three months ended December 31, 2009 decreased $3.9 million to $827,000 from $4.8 million in the same period ended December 31, 2008. Included in license and milestone fees for the three months ended December 31, 2008 was a $4 million milestone related to the initiation of Phase II clinical testing of AVE1642 by sanofi-aventis. Total revenue from license and milestone fees recognized from each of our collaborative partners in the three-month periods ended December 31, 2009 and 2008 is included in the following table (in thousands):

License and Milestone Fees	Three months ended December 31, 2009	2008
Collaborative Partner:		
Amgen	$ 180	$ 128
Bayer HealthCare	154	103
Biogen Idec	57	57

Biotest	42	42
Centocor	35	34
Genentech	—	43
sanofi-aventis	359	4,359
Total	$ 827	$ 4,766

Deferred revenue of $13.6 million as of December 31, 2009 primarily represents payments received from our collaborators pursuant to our license agreements, which we have yet to earn pursuant to our revenue recognition policy.

Clinical materials reimbursement decreased by approximately $1.3 million in the three months ended December 31, 2009, to $998,000 from $2.3 million in the three months ended December 31, 2008. We are reimbursed for certain of our direct and overhead costs to produce clinical materials plus, for certain programs, a profit margin. The amount of clinical materials reimbursement we earn, and the related cost of clinical materials charged to research and development expense, is directly related to the number of clinical trials our collaborators are preparing or 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 the supply of clinical grade material to our collaborators for process development and analytical purposes. As such, the amount of clinical materials reimbursement revenue and the related cost of clinical materials charged to research and development expense may vary significantly from quarter to quarter and year to year.

Research and Development Expenses

Our net research and development expenses relate to (i) research to evaluate new targets and to develop and evaluate new antibodies, linkers and cytotoxic agents, (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 which also includes raw material and process improvement efforts.

Research and development expense for the three months ended December 31, 2009 decreased $677,000 to $12.2 million from $12.9 million for the three months ended December 31, 2008. The decrease was primarily due to decreased contract service expense, lower cost of clinical materials reimbursed and lower antibody development and supply costs, partially offset by increased salaries and related expenses, greater clinical trial costs and lower overhead utilization.

We are unable to accurately estimate which potential product candidates, 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 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 that 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 design 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 to be ineffective or to cause unacceptable 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 impractical 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.

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):

Research and Development Expense	Three Months Ended December 31, 2009	Three Months Ended December 31, 2008
Research	$ 3,492	$ 3,470
Preclinical and Clinical Testing	2,978	2,671
Process and Product Development	1,453	1,467
Manufacturing Operations	4,288	5,280
Total Research and Development Expense	$ 12,211	$ 12,888

Research*:* Research includes expenses associated with activities to identify and evaluate new targets and to develop and evaluate new antibodies, linkers 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, 2009 increased $22,000 compared to the three months ended December 31, 2008.

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, regulatory activities, 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, 2009 increased $307,000 to $3.0 million compared to $2.7 million for the three months ended December 31, 2008. This increase is primarily the result of an increase in clinical trial costs resulting from increased patient enrollment and increased data managements costs and an increase in salaries and related expenses due to the addition of an executive officer and higher salary levels.

Process and Product Development: Process and product development expenses include costs for development of clinical and commercial manufacturing processes for our own and collaborator compounds. Such expenses include the costs of personnel, contract services and facility expenses. For the three months ended December 31, 2009, total development expenses decreased $14,000 compared to the three months ended December 31, 2008.

Manufacturing Operations: Manufacturing operations expense includes costs to manufacture preclinical and clinical materials for our own and our collaborator's product candidates, and quality control and quality assurance activities and costs to support the operation and maintenance of our conjugate manufacturing facility. Such expenses include personnel, raw materials for our and our collaborators' preclinical studies and clinical trials, development costs with contract manufacturing organizations, manufacturing supplies, and facilities expense. For the three months ended December 31, 2009, manufacturing operations expense decreased $992,000 to $4.3 million compared to $5.3 million in the same period last year. The decrease in the three months ended December 31, 2009 as compared to the three months ended December 31, 2008 is primarily the result of a decrease in contract service expense, a decrease in cost of clinical materials reimbursed and a decrease in antibody development and supply costs due to timing of supply requirements. Partially offsetting these decreases, overhead utilization from the manufacture of clinical materials on behalf of our collaborators decreased during the current period.

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General and Administrative Expenses

General and administrative expenses for the three months ended December 31, 2009 increased $365,000 to $3.9 million compared to $3.5 million for the three months ended December 31, 2008. This increase is primarily due to an increase in patent expenses, an increase in consulting fees and an increase in directors' fees, partially offset by a decrease in salaries and related expenses.

Other (Expense) Income, net

Other (expense) income, net for the three months ended December 31, 2009 and 2008 is included in the following table (in thousands):

Other (Expense) Income, net	Three Months Ended December 31, 2009	Three Months Ended December 31, 2008
Interest Income	$ 45	$ 142
Other than Temporary Impairment	—	(266)
Other Income (Expense)	(64)	(5)
Total Other (Expense) Income, net	$ (19)	$ (129)

Interest Income

Interest income for the three months ended December 31, 2009 decreased $97,000 to $45,000 from $142,000 for the three months ended December 31, 2008. The decrease in interest income is primarily the result of lower yields on investments reflecting lower market rates.

Other than Temporary Impairment

During the three months ended December 31, 2008, we recognized $266,000 in charges for the impairment of available-for-sale securities that were determined to be other-than-temporary following a decline in value. There were no such charges for the three months ended December 31, 2009.

Other Income (Expense)

Other expense for the three months ended December 31, 2009 and 2008 was $64,000 and $5,000, respectively. During the three months ended December 31, 2009 we recorded net losses on forward contracts of $49,000 compared to net losses on forward contracts of $79,000 for the three months ended December 31, 2008. We incurred $(9,000) and $67,000 in foreign currency translation (losses) gains related to obligations with non-U.S. dollar-based suppliers during the three months ended December 31, 2009 and 2008, respectively.

Comparison of Six Months ended December 31, 2009 and 2008

Revenues

Our total revenues for the six months ended December 31, 2009 and 2008 were $6.2 million and $15.5 million, respectively. The $9.3 million decrease in revenues in the six months ended December 31, 2009 from the same period in the prior year is attributable to a decrease in research and development support revenue, license and milestone fees and clinical materials reimbursement revenue, all of which are discussed below.

Research and development support was $2.1 million for the six months ended December 31, 2009 compared with $5.5 million for the six months ended December 31, 2008. These amounts primarily represent research funding earned based on actual resources utilized under our agreements with our collaborators as shown in the table below. The decreased research and development support fees in the current period compared to the prior year period is primarily due to a reduction in the amount earned from sanofi-aventis with the conclusion of its committed funding obligations in the first half of fiscal 2009. Also included in research and development support revenue are development fees charged for reimbursement of our direct and overhead costs incurred in producing and delivering research-grade materials to our collaborators and for 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' product candidates 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. Total revenue recognized from research and development

support from each of our collaborative partners in the six-month periods ended December 31, 2009 and 2008 is included in the following table (in thousands):

Research and Development Support	Six months ended December 31, 2009	2008
Collaborative Partner:		
Amgen	$ 750	$ 3
Bayer HealthCare	—	122
Biogen Idec	82	407
Biotest	728	954
Genentech	352	9
sanofi-aventis	153	3,945
Other	—	50
Total	$ 2,065	$ 5,490

Revenues from license and milestone fees for the six months ended December 31, 2009 decreased $4.3 million to $2.7 million from $7.0 million in the same period ended December 31, 2008. Included in license and milestone fees for the six months ended December 31, 2009 was a $1 million preclinical milestone earned pursuant to our development and license agreement with Bayer. Included in license and milestone fees for the six months ended December 31, 2008 was a $4 million milestone related to the initiation of Phase II clinical testing of AVE1642 by sanofi-aventis and a $500,000 milestone related to the initiation of Phase I clinical testing of BT-062 by Biotest. Also in the prior period, Millennium Pharmaceuticals and Boehringer Ingelheim agreed to terminate their licenses with us that were no longer being used to develop products and as a result, we recognized as license and milestone fees $361,000 and $486,000, respectively, of upfront fees previously deferred. Total revenue from license and milestone fees recognized from each of our collaborative partners in the six-month periods ended December 31, 2009 and 2008 is included in the following table (in thousands):

License and Milestone Fees	Six months ended December 31, 2009	2008
Collaborative Partner:		
Amgen	$ 327	$ 253
Bayer HealthCare	1,308	103
Biogen Idec	114	114
Biotest	84	584
Boehringer Ingelheim	—	486
Centocor	69	69
Genentech	39	74
Millennium Pharmaceuticals	—	361
sanofi-aventis	717	4,945
Total	$ 2,658	$ 6,989

Clinical materials reimbursement decreased by approximately $1.5 million in the six months ended December 31, 2009, to $1.5 million from $3.0 million in the six months ended December 31, 2008. We are reimbursed for certain of our direct and overhead costs to produce clinical materials plus, for certain programs, a profit margin. The amount of clinical materials reimbursement we earn, and the related cost of clinical materials charged to research and development expense, is directly related to the number of clinical trials our collaborators are preparing or 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 the supply of clinical grade material to our collaborators for process development and analytical purposes. As such, the amount of clinical materials reimbursement revenue and the related cost of clinical materials charged to research and development expense 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, 2009 decreased $349,000 to $24.4 million from $24.7 million for the six months ended December 31, 2008.

Our categories of research and development expenses are listed in the following table and described in more detail below (in thousands):

Research and Development Expense	Six Months Ended December 31, 2009	2008
Research	$ 7,108	$ 7,073
Preclinical and Clinical Testing	6,212	4,913
Process and Product Development	2,929	3,055
Manufacturing Operations	8,150	9,707
Total Research and Development Expense	$ 24,399	$ 24,748

Research: Research includes expenses associated with activities to identify and evaluate new targets and to develop and evaluate new antibodies, linkers 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, 2009 increased $35,000 compared to the six months ended December 31, 2008.

***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, regulatory activities, 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, 2009 increased $1.3 million to $6.2 million compared to $4.9 million for the six months ended December 31, 2008. This increase is primarily the result of an increase in clinical trial costs resulting from additional sites opened, increased patient enrollment and increased data management costs and an increase in salaries and related expenses due to the addition of an executive officer and higher salary levels.

***Process and Product Development**:* Process and product development expenses include costs for development of clinical and commercial manufacturing processes for our own and collaborator compounds. Such expenses include the costs of personnel, contract services and facility expenses. For the six months ended December 31, 2009, total development expenses decreased $126,000 to $2.9 million, compared to $3.1 million for the six months ended December 31, 2008.

Manufacturing Operations: Manufacturing operations expense includes costs to manufacture preclinical and clinical materials for our own and our collaborator's product candidates, and quality control and quality assurance activities and costs to support the operation and maintenance of our conjugate manufacturing facility. Such expenses include personnel, raw materials for our and our collaborators' preclinical studies and clinical trials, development costs with contract manufacturing organizations, manufacturing supplies, and facilities expense. For the six months ended December 31, 2009, manufacturing operations expense decreased $1.5 million to $8.2 million compared to $9.7 million in the same period last year. The decrease in the six months ended December 31, 2009 as compared to the six months ended December 31, 2008 is primarily the result of a decrease in contract service expense, a decrease in cost of clinical materials reimbursed and a decrease in antibody development and supply costs due to timing of supply requirements. Partially offsetting these decreases, overhead utilization from the manufacture of clinical materials on behalf of our collaborators decreased during the current period.

General and Administrative Expenses

General and administrative expenses for the six months ended December 31, 2009 increased $279,000 to $7.5 million compared to $7.2 million for the six months ended December 31, 2008. This increase is primarily due to an increase in patent expenses, an increase in consulting fees, an increase in directors' fees and an increase in other general corporate expenses, partially offset by a decrease in salaries and related expenses.

Other (Expense) Income, net

Other (expense) income, net for the six months ended December 31, 2009 and 2008 is included in the following table (in thousands):

Other (Expense) Income, net	Six Months Ended December 31, 2009	Six Months Ended December 31, 2008
Interest Income	$ 102	$ 445
Net Realized Losses on Investments	—	(33)
Other than Temporary Impairment	—	(402)
Other Income (Expense)	23	(123)
Total Other (Expense) Income, net	$ 125	$ (113)

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Interest Income

Interest income for the six months ended December 31, 2009 decreased $343,000 to $102,000 from $445,000 for the six months ended December 31, 2008. The decrease in interest income is primarily the result of lower yields on investments reflecting lower market rates.

Net Realized Losses on Investments

Net realized losses on investments were $33,000 for the six months ended December 31, 2008. There were no losses recognized in the six months ended December 31, 2009. The difference is attributable to market conditions and to the timing of investment sales.

Other than Temporary Impairment

During the six months ended December 31, 2008, we recognized $402,000 in charges for the impairment of available-for-sale securities that were determined to be other-than-temporary following a decline in value. There were no such charges for the six months ended December 31, 2009.

Other Income (Expense)

Other income (expense) for the six months ended December 31, 2009 and 2008 was $23,000 and $(123,000), respectively. During the six months ended December 31, 2009 we recorded net losses on forward contracts of $33,000 compared to net losses on forward contracts of $182,000 for the six months ended December 31, 2008. We incurred $61,000 and $51,000 in foreign currency translation gains related to obligations with non-U.S. dollar-based suppliers during the six months ended December 31, 2009 and 2008, respectively.

LIQUIDITY AND CAPITAL RESOURCES

	December 31, 2009	June 30, 2009
	(In thousands)	
Cash, cash equivalents and short-term investments	$ 52,433	$ 71,125
Working capital	46,958	65,738
Shareholders' equity	46,319	66,857

	Six Months Ended December 31, 2009	2008
	(In thousands)	
Cash used for operating activities	$ (20,266)	$ (377)
Cash (used for) provided by investing activities	(286)	5,916
Cash provided by financing activities	2,133	268

Cash Flows

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, 2009, we had approximately $52.4 million in cash and marketable securities. Net cash used in operations was $20.3 million and $377,000 for the six months ended December 31, 2009 and 2008, respectively. The principal use of cash in operating activities for all periods presented was to fund our net loss.

Net cash (used for) provided by investing activities was $(286,000) and $5.9 million for the six months ended December 31, 2009 and 2008, respectively, and substantially represents cash inflows from the sales and maturities of marketable securities partially offset by capital expenditures. Capital expenditures, primarily for the purchase of new equipment, were $888,000 and $1.0 million for the six-month periods ended December 31, 2009 and 2008, respectively.

Net cash provided by financing activities was $2.1 million and $268,000 for the six months ended December 31, 2009 and 2008, respectively, which represents proceeds from the exercise of approximately 363,000 and 109,000 stock options, respectively.

We anticipate that our current capital resources and future collaborator payments will enable us to meet our operational expenses and capital expenditures for the balance of fiscal 2010 and fiscal year 2011. However, we cannot provide assurance that such collaborative agreement funding will, in fact, be received. 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.

Contractual Obligations

Effective July 2007, we entered into a lease agreement with Intercontinental Fund III for the rental of approximately 89,000 square feet of laboratory and office space at 830 Winter Street, Waltham, MA which we use for our corporate headquarters, research and other operations. In December 2009, we entered into a sublease for 14,100 square feet of our office and laboratory space at 830 Winter Street, Waltham, MA through January 2015. There have been no other material changes to our contractual obligations outside the ordinary course of business from those disclosed in our Annual Report on Form 10-K for the fiscal year ended June 30, 2009.

Recent Accounting Pronouncements

In October 2009, the FASB issued Accounting Standards Update 2009-13, “Multiple-Deliverable Revenue Arrangements”, which establishes the accounting and reporting guidance for arrangements under which a vendor will perform multiple revenue-generating activities. This statement becomes effective for our fiscal year 2011. We are evaluating this statement and the effect it will have on our financial statements.

In August 2009, the FASB issued Accounting Standards Update No. 2009-05, “Measuring Liabilities at Fair Value”, which provides clarification that in circumstances where a quoted market price in an active market for an identical liability is not available, a reporting entity must measure fair value of the liability using one of the following techniques: 1) the quoted price of the identical liability when traded as an asset; 2) quoted prices for similar liabilities or similar liabilities when traded as assets; or 3) another valuation technique, such as a present value technique or the amount that the reporting entity would pay to transfer the identical liability or would receive to enter into the identical liability that is consistent with the provisions of the standard. This standard becomes effective for the first reporting period (including interim periods) beginning after issuance. We adopted this standard in the current period and do not expect it to have a material effect on our financial position or results of operations.

The provisions of ASC Topic 810, “Consolidations”, related to the changes to how a reporting entity determines when an entity that is insufficiently capitalized or is not controlled through voting (or similar rights) should be consolidated will be effective for fiscal years beginning after November 15, 2009 (our fiscal year 2011). Early application is not permitted. We do not expect the adoption of these provisions to have a significant impact on our financial position or results of operations.

Certain provisions of ASC Topic 860, “Transfers and Servicing”, require enhanced information reported to users of financial statements by providing greater transparency about transfers of financial assets and an entity’s continuing involvement in transferred financial assets. The provisions are effective for fiscal years beginning after November 15, 2009 (our fiscal year 2011). We do not expect the adoption of the provisions to have a significant impact on our financial position or results of operations.

In January 2010, the FASB issued Accounting Standards Update No. 2010-01, “Accounting for Distributions to Shareholders with Components of Stock and Cash, a consensus of the FASB Emerging Issues Task Force.” The amendments in this Update clarify that the stock portion of a distribution to shareholders that allows them to elect to receive cash or stock with a potential limitation on the total amount of cash that all shareholders can elect to receive in the aggregate is considered a share issuance that is reflected in earnings per share prospectively and is not a stock dividend for purposes of applying ASC Topics 505 and 260 (Equity and Earnings per Share). Update No. 2010-01 is generally effective for interim and fiscal periods ending on or after December 15, 2009, and should be applied on a retrospective basis. The adoption of this statement did not have an impact on the financial position or results of operations of the Company.

Forward-Looking Statements

This quarterly report includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements relate to analyses and other information which are based on forecasts of future results and estimates of amounts that are not yet determinable. There are a number of factors that could cause actual events or results to be significantly different from those described in the forward-looking statements. Forward-looking statements might include, but are not limited to, one or more of the following subjects:

- future products revenues, expenses, liquidity and cash needs;
- anticipated redemptions from an investment fund;
- anticipated agreements with collaboration partners;
- anticipated clinical trial timelines or results;
- anticipated research and product development results;
- projected regulatory timelines;
- descriptions of plans or objectives of management for future operations, products or services;
- forecasts of future economic performance; and
- descriptions or assumptions underlying or relating to any of the above items.

Forward-looking statements can be identified by the fact that they do not relate to historical or current facts. They use words such as "anticipate," "estimate," "expect," "project," "intend," "opportunity," "plan," "potential," "believe" or words of similar meaning. They may also use words such as "will," "would," "should," "could" or "may". Given these uncertainties, you should not place undue reliance on these forward-looking statements, which speak only as of the date of this report. You should review carefully the risks and uncertainties identified in this Quarterly Report on Form 10-Q, including the cautionary information set forth under Part II, Item 1A., Risk Factors, and our Annual Report on Form 10-K for the year ended June 30, 2009. We may not revise these forward-looking statements to reflect events or circumstances after the date of this report or to reflect the occurrence of unanticipated events.

OFF-BALANCE SHEET ARRANGEMENTS

None.

ITEM 3. ***Quantitative and Qualitative Disclosure about Market Risk***

Our market risks, and the ways we manage them, are summarized in Part II, Item 7A, "Quantitative and Qualitative Disclosures About Market Risk" of our Annual Report on Form 10-K for the fiscal year ended June 30, 2009. Since then there have been no material changes to our market risks or to our management of such risks.

ITEM 4. ***Controls and Procedures***

(a) *Disclosure Controls and Procedures*

The Company's management, with the participation of its principal executive officer and principal financial officer, has evaluated the effectiveness of the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on such evaluation, the Company's principal executive officer and principal financial officer have concluded that, as of the end of such period, the Company's disclosure controls and procedures were adequate and effective.

(b) *Changes in Internal Controls*

There have not been any changes in the Company's internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended December 31, 2009 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1A. ***Risk Factors***

You should carefully review and consider the information regarding certain factors that could materially affect our business, financial condition or future results set forth under Item 1A. (Risk Factors) in our Annual Report on Form 10-K for the fiscal year ended June 30, 2009. There have been no material changes from the factors disclosed in our 2009 Annual Report on Form 10-K, although we may disclose changes to such factors or disclose additional factors from time to time in our future filings with the Securities and Exchange Commission.

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

Our 2009 Annual Meeting of Shareholders was held on November 11, 2009 (the "Meeting"). At the Meeting, shareholders fixed the number of Directors constituting the full Board of Directors at nine. The voting results were as follows:

For:	41,800,872
Against:	1,198,104
Abstain:	121,731

At the Meeting, the shareholders elected nine Directors as follows:

	FOR	WITHHELD
Mitchel Sayare, Ph.D.	41,776,321	1,344,387
Daniel M. Junius	42,059,978	1,060,730
David W. Carter	42,167,197	953,511
Stephen C. McCluski	41,419,143	1,701,565
Nicole Onetto, MD	42,266,132	854,576
Howard Pien	41,725,754	1,394,954
Mark Skaletsky	41,902,946	1,217,762
Joseph J. Villafranca, Ph.D.	42,091,163	1,029,545
Richard J. Wallace	42,092,070	1,028,638

At the Meeting, shareholders approved an amendment to our Restated Articles of Organization to increase the number of authorized shares of common stock from 75,000,000 to 100,000,000. The voting results were as follows:

For:	37,900,606
Against:	4,960,611
Abstain:	259,490

ITEM 6. ***Exhibits***

10.1	Compensation Policy for Non-Employee Directors, as amended
10.2	Severance Agreement dated as of December 17, 2009 between the Registrant and Suzanne Cadden
10.3	Employment offer letter between the Registrant and Suzanne Cadden
31.1	Certification of Principal 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 Principal Executive Officer and Principal Financial Officer under Section 906 of the Sarbanes- Oxley Act of 2002.

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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: January 29, 2010

By: /s/ Daniel M. Junius
Daniel M. Junius
President, Chief Executive Officer (Principal Executive Officer)

Date: January 29, 2010

By: /s/ Gregory D. Perry
Gregory D. Perry
Senior Vice President, Chief Financial Officer (Principal Financial and Accounting Officer)

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INDEX TO EXHIBITS

Exhibit No.	Description
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Exhibit 10.1

ImmunoGen, Inc.

Compensation Policy for Non-Employee Directors

Objective

It is the objective of ImmunoGen to compensate non-employee Directors in a manner which will enable recruitment and retention of highly qualified Directors and fairly compensate them for their services as a Director.

Cash Compensation (effective November 12, 2009)

Annual meeting fee for non-employee Directors:	$35,000 per annum, paid quarterly
Additional annual fees:	
(a) Lead Director / Chairman of the Board:(1)	$30,000 per annum, paid quarterly
(b) Chairman of the Audit Committee:	$15,000 per annum, paid quarterly
(c) Chairman of the Compensation Committee:	$9,000 per annum, paid quarterly
(d) Chairman of the G&N Committee:	$9,000 per annum, paid quarterly
(e) Other members of the Audit Committee	$8,000 per annum, paid quarterly
(f) Other members of the Compensation Committee	$5,000 per annum, paid quarterly
(g) Other members of the G&N Committee	$5,000 per annum, paid quarterly

Directors are entitled to be reimbursed for their reasonable expenses incurred in connection with attendance at Board and committee meetings during their tenure as a Director. Any reimbursement in one calendar year shall not affect the amount that may be reimbursed in any other calendar year and a reimbursement (or right thereto) may not be exchanged or liquidated for another benefit or payment. Any business expense reimbursements subject to Section 409A of the Internal Revenue Code of 1986 shall be made no later than the end of the calendar year following the calendar year in which such business expense is incurred by the Director.

Quarterly payments shall be paid in arrears within 30 days following the end of each quarter, with the first payments under this policy to be made in January 2010 with respect to service during the quarter ended December 31, 2009.(2) A non-employee Director may elect to

(1) Payable to non-employee Chairman of the Board only.

(2) The January 2010 payment will be pro-rated to reflect service from November 12, 2009 through December 31, 2009. Thereafter, quarterly payments will be paid in arrears based on calendar quarters. Quarterly payments will be appropriately pro-rated for Directors who retire, resign or are otherwise removed from the Board prior to the end of a calendar quarter.

receive any or all of his or her cash compensation in the form of deferred stock units ("DSUs") having an aggregate Fair Market Value equal to the amount deferred, measured on the date of grant which shall be the last day of the calendar quarter for which the retainer is being paid. Elections made under the 2004 Non-Employee Director Compensation and Deferred Share Unit Plan, as amended, for calendar year 2009 shall continue to be effective with respect to services during the quarter ended December 31, 2009. All other elections as to form of payment shall be made annually by December 31st of the year prior to service which election shall be effective for all payments to be made in the following calendar year. New non-employee Directors shall make their elections within 30 days of their initial appointment or election to the Board of Directors for all payments to be made in that calendar year. Any such election shall be prospective only for compensation attributable to services performed after the effective date of such election and any amounts covered by such election shall be prorated as necessary. Each non-employee Director shall be deemed to have elected to receive payments in cash for payments in periods prior to any such election or if no timely election shall have been made. Notwithstanding the foregoing, a previous election made by a non-employee Director pursuant to the 2004 Non-Employee Director Compensation Deferred Share Unit Plan or under this policy shall remain in effect for subsequent calendar years until it is changed by the completion, signature and delivery to the Company of a new election form, in accordance with the terms of this policy.

Upon making such election, DSUs shall be granted as described above without any further action by the Compensation Committee. These awards are fully vested as to all of the issued DSUs on the date of grant.

Equity Compensation (effective November 11, 2009)

(a) Initial Grant. New non-employee Directors will automatically be granted, without any further action by the Compensation Committee, DSUs having an aggregate fair market value of $65,000 (rounded down to the nearest whole share), measured on the date of grant which shall be the date of their initial election or appointment to the Board. This award will vest pro rata, on a quarterly basis over a three-year period, as to eight and one-third percent (8-1/3%) of the issued DSUs (rounded down to the nearest whole share) per quarter with the first vesting date to be the date that is the first day of the third month following the month in which the date of grant occurs.

(b) First Anniversary Grant. On the first anniversary of a non-employee Director's initial election or appointment to the Board, such non-employee Director will automatically be granted, without any further action by the Compensation Committee, a number of DSUs having an aggregate fair market value of $30,000 (rounded down to the nearest whole share), measured on the date of grant which shall be the date of such first anniversary and pro-rated based on the number of whole months remaining between the first day of the month in which such first anniversary date occurs and the first October 31 following the date of grant (the "Monthly Amount"). This award will vest on the same schedule as the Continuing Director Grants awarded pursuant to paragraph (c) below; provided that in all cases the last vesting date of a First Anniversary Grant shall be the first November 1 following the date of grant. The number of

issued DSUs that shall vest on any particular date shall be equal to the number of months in each vesting period based on the Monthly Amount calculation.(3)

(c) Continuing Director Grants. After receiving a First Anniversary Grant under paragraph (b), non-employee directors will automatically be granted, on an annual basis and without further action by the Compensation Committee, DSUs having an aggregate fair market value of $30,000 (rounded down to the nearest whole share), measured on the date of grant which shall be the earlier of the date of ImmunoGen's annual meeting of shareholders or November 20 of the applicable year. These awards will vest pro rata, on a quarterly basis over a one-year period, as to twenty-five percent (25%) of the issued DSUs (rounded down to the nearest whole share) per quarter on each of February 1, May 1, August 1 and November 1 following the date of grant. If a non-employee director receives a First Anniversary Grant under paragraph (b) above between November 1 and November 20 of any year, then such non-employee director will not be eligible to receive a Continuing Director Grant under this paragraph (c) for that year.(4)

(d) Terms of Grant. All DSU awards to non-employee directors under this policy are granted under the 2006 Employee, Director and Consultant Equity Incentive Plan (the "2006 Plan"), and are subject to the terms and conditions set forth in the 2006 Plan and the form of Deferred Stock Unit Agreement attached hereto as Exhibit A. All capitalized terms that are not defined herein shall have the meanings set forth in the 2006 Plan.

Approved by the Board of Directors: November 11, 2009

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(3) For example, if an award is granted on April 15, the amount of the award will be 7/12 of the full-year award (April through October) and such award will vest on May 1 as to 1/12 of the full-year award, August 1 as to 3/12 of the full-year award and November 1 as to 3/12 of the full-year award.

(4) Any director who transitions from an employee director to a non-employee director without a break in service shall not be eligible to receive an award of DSUs under paragraphs (a) or (b), but shall be eligible to receive awards under paragraph (c), beginning with the first annual meeting of shareholders on or after which such director ceases to be an employee of the Company.

EXHIBIT A

DIRECTOR DEFERRED STOCK UNIT AWARD AGREEMENT

UNDER THE IMMUNOGEN, INC.
2006 EMPLOYEE, DIRECTOR AND CONSULTANT EQUITY INCENTIVE PLAN AND THE COMPENSATION POLICY FOR NON-EMPLOYEE DIRECTORS

Name of Grantee:
No. of Deferred Stock Units Granted:
Grant Date:

Pursuant to the ImmunoGen, Inc. 2006 Employee, Director and Consultant Equity Incentive Plan (the "Plan") and the Compensation Policy for Non-Employee Directors in effect on the date hereof, ImmunoGen, Inc. (the "Company") hereby grants a deferred stock unit award consisting of the number of deferred stock units listed above (an "Award") to the Grantee named above. Each deferred stock unit shall relate to one share of Common Stock, par value $.01 per share (the "Stock") of the Company, subject to the restrictions and conditions set forth herein and in the Plan.

1. Restrictions on Transfer of Award. The Award shall not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of by the Grantee, until (i) the deferred stock units have vested as provided in Section 2 of this Agreement, (ii) the Grantee shall have ceased to be a member of the Company's Board of Directors for any reason and (iii) shares of Stock have been issued pursuant to Section 4 of this Agreement.

2. Vesting of Award. The Award shall vest in accordance with the schedule set forth below, provided in each case that the Grantee is then, and since the Grant Date has continuously been, a member of the Company's Board of Directors.

Incremental (Aggregate) Number of Deferred Stock Units Vested	Vesting Date

Notwithstanding the foregoing, all unvested deferred stock units shall vest immediately prior to the occurrence of a Change of Control (as defined in the Plan).

3. Forfeiture. In the event the Grantee ceases to be a member of the Company's Board of Directors prior to the applicable vesting dates, all deferred stock units that have not vested as of the Grantee's cessation of service on the Board of Directors shall be immediately forfeited to the Company.

4. Receipt of Shares of Stock.

(a) Within 30 days following the date on which the Grantee ceases to be a member of the Company's Board of Directors for any reason, the Company shall issue to the Grantee in book entry form the number of shares of Stock equal to the number of vested deferred stock units pursuant to Section 2 of this Agreement in satisfaction of the Award.

(b) In each instance above, the issuance of shares of Stock shall be subject to the payment by the Grantee by cash or other means acceptable to the Company of any federal, state, local and other applicable taxes required to be withheld in connection with such issuance in accordance with Section 7 of this Agreement. The Grantee understands that once shares have been delivered by book entry to the Grantee in respect of the deferred stock units, the Grantee will be free to sell such shares of Stock, subject to applicable requirements of federal and state securities laws.

(c) Until such time as shares of Stock are issued to the Grantee pursuant to Section 4(a) the Grantee shall have no rights as a stockholder with respect to any shares of Stock underlying the Award, including, but not limited to any voting rights, provided however, that when and if any cash dividends or other distributions are paid with respect to the shares of Stock underlying the Award such amounts shall accrue and be converted into additional deferred stock units based on the Fair Market Value of the common stock on any such dividend payment or distribution date (with any such fractions of deferred stock units computed to four decimal places rounded down) and any such additional deferred stock units shall be subject to the same conditions and restrictions as are the deferred stock units with respect to which they were paid.

(d) If any of the benefits or the delivery of shares of Stock set forth in this Award or the Plan are deferred compensation under Section 409A of the Code, any termination of services triggering payment of such benefits must constitute a "separation from service" under Section 409A of the Code before, subject to subsection (e) below, distribution of such benefits can commence or the delivery of shares of Stock can occur. For purposes of clarification, this paragraph shall not cause any forfeiture of benefits on the part of the Grantee, but shall only act as a delay until such time as a "separation from service" occurs.

(e) Notwithstanding anything to the contrary herein or in the Plan, if the Grantee is a "key employee" (as defined in Section 409A of the Code) as of the date the Grantee ceases to be a member of the Company's Board of Directors, any issuance of Stock upon a termination of services shall, to the extent this requirement of Section 409A of the Code is applicable to this Award, be delayed to the extent necessary to avoid the imposition of excise taxes or other penalties under Section 409A of the Code until the date which is the first business day after six (6) months have elapsed since the Grantee is no longer providing service for any reason other than death.

5. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Agreement shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in paragraphs 4 and 24 of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein. The Grantee acknowledges receipt of a copy of the Plan.

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6. Transferability of this Agreement. This Agreement is personal to the Grantee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution.

7. Tax Withholding. The Grantee shall, not later than the date as of which the receipt of this Award becomes a taxable event for Federal income tax purposes, pay to the Company or make arrangements satisfactory to the Administrator for payment of any Federal, state, and local taxes required by law to be withheld on account of such taxable event. The Grantee may elect to have the required minimum tax withholding obligation satisfied, in whole or in part, by (i) authorizing the Company to withhold from shares of Stock to be issued, or (ii) transferring to the Company, a number of shares of Stock with an aggregate Fair Market Value that would satisfy the withholding amount due. Any reduction in accordance with the foregoing shall, to the extent applicable, be effected in accordance with Section 409A of the Code and Treasury Regulation Sections 1.409A-3(j)(4)(vi) or 1.409A-3(j)(4)(xi).

8. No Guarantee of Tax Consequences. The Company makes no guarantee of any tax consequences associated with this Award.

9. Notice. Notice hereunder shall be given to the Company at its principal place of business, and shall be given to the Grantee at the address set forth below, or in either case at such other address as one party may subsequently furnish to the other party in writing.

10. Continuation of Service. The Award does not confer upon the Grantee any rights with respect to continuation of service as a director of the Company.

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

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

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

IMMUNOGEN, INC.

By: ______________________________

Title:

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned.

Dated: ______________________________ ______________________________

Grantee's Signature

Grantee's name and address:

Exhibit 10.2

COPY

SEVERANCE AGREEMENT

This Agreement is entered into as of the 17th day of December, 2009 (the "***Effective Date***") by and between ImmunoGen, Inc., a Massachusetts corporation (the "***Company***") and Suzanne Cadden (the "***Executive***").

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. <u>Definitions</u>.

(a) <u>Cause</u>. For purposes of this Agreement, "***Cause***" shall mean that the Executive has (i) intentionally committed an act or omission that materially harms the Company; (ii) been grossly negligent in the performance of the 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 the 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) <u>Change in Control</u>. For purposes of this Agreement, a "***Change in Control***" shall mean the occurrence of any of the following events; <u>provided</u> <u>that</u> "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 Treasury Regulations 1.409A-3(i)(5), 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 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

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(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) <u>Disability</u>. For purposes of this Agreement, "***Disability***" shall mean that the 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 the Executive, which approval shall not be unreasonably withheld.

(d) <u>Good Reason</u>. 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 an executive of the Company, which would cause his position with the Company to become of less responsibility, importance or scope than his highest position with the Company at any time from the date of this Agreement to immediately prior to the Change in Control, <u>provided</u>, <u>however</u>, 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 the Executive continues to hold a position in the subsidiary that is at least as high as the highest position he held with the Company at any time from the date of this Agreement to immediately prior to the Change in Control; (iii) a material reduction in the Executive's annual base salary or (iv) a material reduction in the Executive'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 one hundred percent (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, and less any amount of the target annual bonus for the applicable year previously paid to the Executive, which shall be paid no later than sixty (60) days after the Executive’s termination of employment, provided that the Release is executed and effective by then; and

(ii) a lump sum payment from the Company in an amount equal to one and one-half (1.5) times the Executive’s Annual Salary, which shall be paid no later than sixty (60) days after the Executive’s termination of employment, provided that the Release is executed and effective by then;

(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 the Executive and the Executive’s family, subject to COBRA and subject to the 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 the Executive fails to elect COBRA benefits in a timely fashion or if the 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 the Executive’s termination, the 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 the 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 the Executive’s employment, at which time the Executive shall be paid an aggregate amount equal to the accumulated, but unpaid, payments otherwise due to the Executive under the terms of this Agreement.

(e) If any payment or benefit the Executive would receive under this Agreement, when combined with any other payment or benefit the 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 the 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 Company shall determine in good faith which payment(s) or benefit(s) to reduce based on what provides the best economic result for the Executive. 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 the Executive shall be sent to the last known address in the Company's records or such other address as the 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.

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.

20. Section 409A. The parties hereto intend that this Agreement comply with the requirements of Code Section 409A and related regulations and Treasury pronouncements. If any provision provided herein results in the imposition of an additional tax under the provisions of Code Section 409A, the Executive and the Company agree that such provision will be reformed to avoid imposition of any such additional tax in the manner that the Executive and the Company mutually agree is appropriate to comply with Code Section 409A.

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

COMPANY:

IMMUNOGEN, INC.

/s/ Daniel Junius
Name: Daniel Junius
Title: President & Chief Executive Officer

EXECUTIVE:

/s/ Suzanne Cadden
Name: Suzanne Cadden

Exhibit 10.3

October 26, 2009

Suzanne Cadden
2782 Termini Terrace
Mississauga, ON L5M 5S3
Canada

Dear Suzanne:

I am delighted to offer you the full-time position of Vice President, Regulatory Affairs and Quality at ImmunoGen, Inc. ("ImmunoGen" or the "Company"). Upon commencement of your employment, which shall be no later than November 23, 2009 you will initially be paid at a bi-weekly rate of $10,769.23, which annualized equals $280,000.00 per year, less applicable federal, state and/or local payroll and withholding taxes.

The Company will also reimburse you for reasonable and customary expenses actually incurred and properly documented up to $55,000 in connection with your relocation to the Boston area as described in the accompanying letter.

Also in consideration of your employment by the Company, we will recommend to the Compensation Committee, for their approval, the grant of a stock option award covering 100,000 shares of the Company's common stock under the Company's Stock Option Plan. This award will vest at a rate of twenty-five percent (25%) per year over four years, beginning on the first anniversary of your first date of employment with ImmunoGen. The exercise price for these options will be the closing sale price of the Company's Common Stock as listed on NASDAQ on your first day of employment.

In addition, you will be eligible for a discretionary annual bonus of up to thirty percent (30%) of your annual salary. Your bonus for this fiscal year ending June 2010 will be prorated from your date of hire. Bonuses are at the discretion of the Board of Directors and are based on Company and individual performance.

As a member of executive management, you will be eligible for a severance arrangement which, under certain circumstances, would provide you with certain benefits in the event of a change of control of the Company. Attached please see an agreement that is similar to that which you would receive.

You will also be entitled to participate in the Company's benefit plans to the same extent as, and subject to the same terms, conditions and limitations as generally applicable to, full-time employees of ImmunoGen of similar rank and tenure. These benefits currently include paid vacation time, life, health, dental and disability insurance. With respect to your annual vacation, based on the level of the position you are being offered, you are eligible for up to four (4) weeks

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of paid vacation per year, accrued monthly, of which up to ten (10) unused days can be rolled over from year to year. Summary plan descriptions for the programs will be available to you after commencing employment. Please note that your compensation and/or benefits may be modified in any way and at any time by ImmunoGen at its sole discretion, with or without prior notice, to the extent any such modification affects similarly situated ImmunoGen executives in the same manner.

Your duties as an employee of the Company shall be as determined by me in consultation with you. You agree to devote your best efforts to the performance of such responsibilities and you will not perform any professional work outside your work for the Company without pre-approval from the Company.

ImmunoGen is required by the Immigration and Naturalization Service to verify that each employee is eligible to work in the United States. To that end, a list of acceptable forms of identification is attached. Please bring with you one item on List A, <u>or</u> a combination of one item on List B <u>and</u> List C.

In addition, your offer of employment is contingent upon the successful completion of a general background and reference check as well as a drug test. As such, please complete the enclosed authorizations and other required forms.

While we anticipate that our relationship will be a long and mutually rewarding one, your employment, of course, will be at will, terminable by either you or the Company at any time. If your employment is terminated by the Company without cause, the Company will pay you a total amount equal to four (4) months of your then current base salary, less taxes and deductions, in approximately equal bi-weekly installments in accordance with the Company's usual payroll practices over a period of four (4) months beginning after the effective date of the separation agreement described below; provided that if you do not secure full-time employment during the initial four (4) month salary continuation period, the Company will extend the salary continuation period for up to two (2) additional months as long as you have not secured full-time employment during the two (2) month extended salary continuation period. In no event will the foregoing salary continuation benefit extend beyond six (6) months from the effective date of the separation agreement described below. The foregoing salary continuation benefit is conditioned upon your executing a separation agreement in a form acceptable to the Company, which shall include a release of claims between the Company and you, and may include provisions regarding mutual non-disparagement and confidentiality.

On your first day of employment, you will be required to sign our Proprietary Information, Inventions and Competition Agreement and the Company's Insider Trading Policy, acknowledging that you understand and agree to be bound by these agreements. Copies of each are enclosed. You are also asked to acknowledge and agree that your employment by the Company will not violate any agreement which you may have with any third party. Please acknowledge your understanding and agreement with the terms of your employment as set forth in this letter by signing below.

Please acknowledge your understanding of an agreement with the terms of your employment as set forth in this letter by signing below.

I look forward to a long and productive relationship with you.

Sincerely,

/s/ Daniel Junius

Daniel Junius
President and Chief Executive Officer

Acknowledged and Agreed to:

/s/ Suzanne Cadden   10/28/09

Date

Enclosures

EXHIBIT 31.1

CERTIFICATIONS

I, Daniel 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: January 29, 2010

/s/ Daniel M. Junius

Daniel M. Junius
President, Chief Executive Officer (Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATIONS

I, Gregory D. Perry, 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: January 29, 2010

/s/ Gregory D. Perry
Gregory D. Perry
Senior Vice President, Chief Financial Officer (Principal Financial and Accounting 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, 2009 (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: January 29, 2010

/s/ DANIEL M. JUNIUS
Daniel M. Junius
President, Chief Executive Officer
(Principal Executive Officer)

Dated: January 29, 2010

/s/ GREGORY D. PERRY
Gregory D. Perry
Senior Vice President, Chief Financial Officer
(Principal Financial and Accounting Officer)