

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): **December 17, 2019**

Blueprint Medicines Corporation

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-37359
(Commission File Number)

26-3632015
(I.R.S. Employer
Identification No.)

45 Sidney Street
Cambridge, Massachusetts
(Address of principal executive offices)

02139
(Zip Code)

Registrant's telephone number, including area code: **(617) 374-7580**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Securities registered pursuant to Section 12(b) of the Exchange Act:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.001 per share	BPMC	Nasdaq Global Select Market

Item 1.01 Entry into a Material Definitive Agreement.

On December 17, 2019, Blueprint Medicines Corporation (the “Company”) entered into a seventh amendment to its collaboration and license agreement, as amended, with F. Hoffmann-La Roche Ltd and Hoffmann-La Roche Inc. (collectively, “Roche”), pursuant to which the Company and Roche agreed to modify certain time periods related to Roche’s option rights for one of the collaboration programs.

The foregoing description of the material terms of the seventh amendment to the collaboration and license agreement with Roche is qualified in its entirety by reference to the complete text of such amendment, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1†	Seventh Amendment to Collaboration and License Agreement, effective December 17, 2019, by and among F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc. and Blueprint Medicines Corporation
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

† Certain portions of the exhibit have been omitted pursuant to Regulation S-K Item 601(b) because it is both (i) not material to investors and (ii) likely to cause competitive harm to the Company if publicly disclosed.

SIGNATURES

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

BLUEPRINT MEDICINES CORPORATION

Date: December 20, 2019

By: /s/ Jeffrey W. Albers

Jeffrey W. Albers

Chief Executive Officer

[***] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

SEVENTH AMENDMENT TO COLLABORATION AND LICENSE AGREEMENT

This Seventh Amendment (this "**Seventh Amendment**"), effective December 17, 2019 ("**Seventh Amendment Effective Date**"), is by and between F. Hoffmann-La Roche Ltd, with an office and place of business at Grenzacherstrasse 124, 4070 Basel, Switzerland and Hoffmann-La Roche Inc., with an office and place of business at 150 Clove Road, Suite 8, Little Falls, New Jersey 07424, U.S.A. (together referred to as "**Roche**") and Blueprint Medicines Corporation, with a principal place of business at 45 Sidney Street, Cambridge, Massachusetts 02139 U.S.A. ("**BPM**"). Capitalized terms used and not otherwise defined in this Seventh Amendment shall have the meanings set forth in the Agreement (as defined below).

WHEREAS, BPM and Roche entered into a Collaboration and License Agreement, dated March 14, 2016, as amended by an amendment, effective April 15, 2016, a second amendment, effective April 27, 2016, a third amendment, effective August 4, 2016, a fourth amendment, effective February 25, 2019, a fifth amendment, effective June 28, 2019, and a sixth amendment effective November 1, 2019 (collectively, the "**Agreement**"); and

WHEREAS, BPM and Roche desire to amend certain terms under the Agreement, as set forth below;

NOW THEREFORE, Roche and Blueprint hereby agree as follows:

1. Section 1.86 (Option Period) of the Agreement shall be deleted in its entirety and replaced by the following:

"The term 'Option Period' shall mean, for each Collaboration Target, the period beginning the date the MTD for the first Product for such Collaboration Target is designated by the JDC and ending upon the earliest of (i) the date that such Collaboration Target becomes a Leftover Target, (ii) [***] after Roche's receipt of the Option Data Package for such Collaboration Target, (iii) the date such Collaboration Target becomes a Terminated Target, (iv) the date upon which a Product (including Backup Compounds) for such Collaboration Target is no longer in GLP Tox Studies, in Phase I Studies, or progressing from GLP Tox Studies to Phase I Studies, or (v) [***] after achievement of Lead Series Identified Criteria has been confirmed by the JRC for such Collaboration Target if Initiation of the GLP Tox Study has not been achieved for such Collaboration Target prior to such date; *provided, however*, that [***] for purposes of this clause 1.86(v), [***]; *provided further* that (1) in the event that the JRC [***], then [***]; and (2) in the event that (A) the JRC [***] and (B) if the JRC [***], then [***]."

This Seventh Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or other electronic signature) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

This Seventh Amendment shall be effective as of the Seventh Amendment Effective Date. On and after the Seventh Amendment Effective Date, each reference in the Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import, and each similar reference in the other documents entered into in connection with the Agreement, shall mean and be a reference to the Agreement, as amended by this Seventh Amendment. Except as specifically amended above, the Agreement shall remain in full force and effect in accordance with its terms and is hereby ratified and confirmed.

This Seventh Amendment shall be governed by and construed in accordance with the laws of the State of New York, without reference to its conflict of laws principles, and shall not be governed by the United Nations Convention of International Contracts on the Sale of Goods (the Vienna Convention).

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Seventh Amendment to be executed by their respective duly authorized representatives as of the Seventh Amendment Effective Date.

Blueprint Medicines Corporation

/s/ Jeffrey W. Albers

Name: Jeffrey W. Albers
Title: Chief Executive Officer

F. Hoffmann-La Roche Ltd

/s/ Tim Steven

Name: Tim Steven
Title: Global Alliance and Asset
Management Director

/s/ Stefan Arnold

Name: Stefan Arnold
Title: Head Legal Pharma

Hoffmann-La Roche Inc

/s/ John P. Parise

Name: John P. Parise
Title: Authorized Signatory
