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): **March 14, 2016**

Blueprint Medicines Corporation

(Exact name of registrant as specified in its charter)

Delaware	**001-37359**	**26-3632015**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

38 Sidney Street, Suite 200 **Cambridge, Massachusetts**	**02139**
(Address of principal executive offices)	(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))

Item 1.01 Entry into a Material Definitive Agreement.

On March 14, 2016, Blueprint Medicines Corporation (the "Company") entered into a Collaboration and License Agreement (the "Agreement") with F. Hoffmann-La Roche Ltd and Hoffmann-La Roche Inc. (collectively, "Roche"). Pursuant to the terms of the Agreement, the Company and Roche have agreed to collaborate on the discovery, development and commercialization of up to five small molecule therapeutics targeting kinases believed to be important in cancer immunotherapy, as single products or possibly in combination with other therapeutics (the "Collaboration"). The parties have agreed to the targets for three of the collaboration programs, all of which are expected to begin in 2016, and the parties have agreed to work together to use the Company's proprietary drug discovery platform and library of chemical compounds to select targets for up to two additional collaboration programs.

Under the Agreement, Roche is granted up to five option rights to obtain an exclusive license to exploit products derived from the collaboration programs (the "Licensed Products") in the field of cancer immunotherapy. Such option rights are triggered upon the achievement of Phase I proof-of-concept. For up to three of the five collaboration programs, if Roche exercises its option, Roche will receive worldwide, exclusive commercialization rights for Licensed Products. For up to two of the five collaboration programs, if Roche exercises its option, the Company will retain commercialization rights in the United States for the Licensed Products, and Roche will receive commercialization rights outside of the United States for the Licensed Products. The Company will also retain worldwide rights to any products for which Roche elects not to exercise its applicable option.

Prior to Roche's exercise of an option, the Company will have the lead responsibility for drug discovery and preclinical development of all collaboration programs. In addition, the Company will have the lead responsibility for the conduct of all Phase I clinical trials other than those Phase I clinical trials for any product in combination with Roche's portfolio of therapeutics, for which Roche will have the right lead the conduct of such Phase I clinical trials. Pursuant to the Agreement, the parties will share the costs of Phase I development for each collaboration program. In addition, Roche will be responsible for post-Phase I development costs for each Licensed Product for which it retains global commercialization rights, and the Company and Roche will share post-Phase I development costs for each Licensed Product for which the Company retains commercialization rights in the United States.

Subject to the terms of the Agreement, the Company will receive an upfront cash payment of $45.0 million and will be eligible to receive up to approximately $965.0 million in contingent option fees and milestone payments related to specified research, preclinical, clinical, regulatory and sales-based milestones. Of the total contingent payments, up to approximately $215.0 million are for option fees and milestone payments for research, preclinical and clinical development events prior to licensing across all five potential collaboration programs, including contingent milestone payments for initiation of each of the collaboration programs for which the parties will work together to select targets. In addition, for any Licensed Product for which Roche retains worldwide commercialization rights, the Company will be eligible to receive tiered royalties ranging from low double-digits to high-teens on future net sales of the Licensed Product. For any Licensed Product for which the Company retains commercialization rights in the United States, the Company and Roche will be eligible to receive tiered royalties ranging from mid-single-digits to low double-digits on future net sales in the other party's respective territories in which it commercializes the Licensed Product.

Under the Agreement, each party has granted the other party specified intellectual property licenses to enable the other party to perform its obligations and exercise its rights under the Agreement, including license grants to enable each party to conduct research, development and commercialization activities pursuant to the terms of the Agreement. Following Roche's exercise of its option with respect to the collaboration programs for which it will obtain worldwide rights, the Company will grant Roche an exclusive license under the Company's intellectual property to develop and commercialize the Licensed Products generated through such collaboration program. Similarly, Roche will grant the Company an exclusive license under Roche's intellectual property to develop and commercialize Licensed Products in the United States for the collaboration programs on which the Company will retain rights in the United States, with Roche receiving a license under the Company's intellectual property to develop and commercialize such Licensed Products outside of the United States.

Subject to the terms and conditions of the Agreement, the Company has agreed to work exclusively with Roche with respect to each collaboration target, and the Company has agreed to work exclusively within the field of cancer immunotherapy for a period of up to 30 months after the execution of the Agreement. In addition, subject to specified exceptions, Roche has a right of first negotiation in the event that the Company desires to grant any third party rights to develop or commercialize a Licensed Product under either of the collaboration programs for which the Company will retain

commercialization rights in the United States. Roche's right of first negotiation will not apply in connection with a change of control of the Company, an assignment by the Company in accordance with the terms of the Agreement or certain agreements with contract research organizations, contract manufacturing organizations, academic institutions, not-for-profit third parties or distributors.

The Agreement will continue until the date when no royalty or other payment obligations are or will become due, unless earlier terminated in accordance with the terms of the Agreement. Prior to its exercise of its first option, Roche may terminate the Agreement at will, in whole or on a collaboration target-by-collaboration target basis, upon 120 days' prior written notice to the Company. Following its exercise of an option, Roche may terminate the Agreement at will, in whole, on a collaboration target-by-collaboration target basis, on a collaboration program-by-collaboration program basis or, if a licensed product has been commercially sold, on a country-by-country basis, (i) upon 120 days' prior written notice if a Licensed Product has not been commercially sold or (ii) upon 180 days' prior written notice if a Licensed Product has been commercially sold. Either party may terminate the Agreement for the other party's uncured material breach or insolvency and in certain other circumstances agreed to by the parties. In certain termination circumstances, the Company is entitled to retain specified licenses to be able to continue to exploit the Licensed Products.

The foregoing description of the material terms of the Agreement is qualified in its entirety by reference to the complete text of the Agreement, which the Company intends to file, with confidential terms redacted, with the Securities and Exchange Commission ("SEC") as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2016.

Item 7.01 Regulation FD Disclosure.

On March 15, 2016, the Company issued a press release regarding the Collaboration, a copy of which is being furnished as Exhibit 99.1 to this Current Report on Form 8-K (this "Form 8-K"). The information in this Item 7.01 and Exhibit 99.1 attached hereto is intended to be furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 8.01 Other Events.

The Company expects that its cash and cash equivalents of $162.7 million as of December 31, 2015, together with the $45.0 million upfront cash payment under the Agreement, will be sufficient to enable the Company to fund its operating expenses and capital expenditure requirements until late 2017.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The following exhibit relating to Item 7.01 of this Form 8-K shall be deemed to be furnished and not filed:

Exhibit No.	Description
99.1	Press release issued by Blueprint Medicines Corporation on March 15, 2016

Forward-Looking Statements

This Form 8-K contains forward-looking statements of the Company that involve substantial risks and uncertainties. All statements, other than statements of historical facts, contained in this Form 8-K are forward-looking statements. In some cases, you can identify forward-looking statements by words such as "anticipate," "believe," "contemplate," "continue," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "seek," "should," "target," "will," "would" or the negative of these words or other comparable terminology, although not all forward-looking statements contain these identifying words. The forward-looking statements in this Form 8-K include, but are not limited to, statements about the Company's expectations regarding the initiation and timing of collaboration programs and the Company's ability to fund its operating expenses and capital expenditure requirements until late 2017. Actual results or events could differ materially from the plans, intentions and expectations disclosed in the forward-looking

statements that the Company makes due to a number of important factors, including those risk factors discussed in the Company's annual report on Form 10-K for the year ended December 31, 2015 filed with the SEC on March 11, 2016 and other filings that the Company may make with the SEC in the future. The forward-looking statements in this Form 8-K represent the Company's views as of the date of this Form 8-K. The Company anticipates that subsequent events and developments will cause its views to change. However, while it may elect to update these forward-looking statements at some point in the future, it has no current intention of doing so except to the extent required by applicable law. You should, therefore, not rely on these forward-looking statements as representing the Company's views as of any date subsequent to the date of this Form 8-K.

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: March 18, 2016

By: /s/ Jeffrey W. Albers
Jeffrey W. Albers
Chief Executive Officer

EXHIBIT INDEX

Exhibit No.	Description
99.1	Press release issued by Blueprint Medicines Corporation on March 15, 2016

Blueprint Medicines Announces Worldwide Collaboration to Accelerate and Expand its Development of Novel Medicines in the Field of Cancer Immunotherapy

— Collaboration Combines Blueprint Medicines' Proprietary Drug Discovery Platform and Immunokinase Expertise with Roche's Cancer Immunotherapy Expertise —

— Blueprint Medicines to Receive $45 Million Upfront Payment and is Eligible to Receive Additional Contingent Fees and Milestone Payments—

— Blueprint Medicines to Host Conference Call Today at 8:00 A.M. ET —

CAMBRIDGE, Mass., March 15, 2016 /PRNewswire/ – Blueprint Medicines Corporation (NASDAQ: BPMC), a leader in discovering and developing highly selective kinase medicines for patients with genomically defined diseases, today announced that it has entered into a worldwide collaboration and exclusive license agreement with F. Hoffmann-La Roche Ltd and Hoffmann-La Roche Inc. (collectively, Roche) for the discovery, development and commercialization of up to five small molecule therapeutics targeting kinases believed to be important in cancer immunotherapy.

Under the terms of the agreement, Blueprint Medicines will receive an upfront cash payment of $45 million and will be eligible to receive up to an additional approximately $965 million in contingent option fees and milestone payments related to specified research, preclinical, clinical, regulatory and sales-based milestones across all five potential programs. Of the total contingent payments, up to approximately $215 million are for option fees and milestone payments for research, preclinical and clinical development events prior to licensing across all five potential programs. In addition, the agreement provides for specified royalties and cost sharing, which are described in more detail below.

Immunokinases are intracellular targets known to regulate numerous aspects of immune response and represent an important opportunity for potentially innovative approaches to enhance the immune system's ability to recognize and eradicate tumor cells. To date, cancer immunotherapies have demonstrated important clinical benefits. However, most cancer immunotherapies have focused on antibodies or combinations with existing approved therapies and have not yet targeted immunokinases with small molecules. This collaboration seeks to develop new mechanisms of modulating the tumor immune response by targeting immunokinases with the goal of enhancing response rates and broadening the utility of using cancer immunotherapies to treat additional cancer types.

"We believe Blueprint Medicines' proprietary drug discovery platform and expertise in immunokinases, combined with our proven ability to move quickly through drug discovery, is a perfect complement to Roche's expertise with cancer immunotherapy biology and in developing and commercializing innovative therapies," said Jeff Albers, Chief Executive Officer of Blueprint Medicines. "Under this collaboration, Blueprint Medicines will lead preclinical research and development through Phase 1 proof of concept for all five programs and retain U.S. commercial rights for two programs. We believe this highly collaborative relationship will enable us to accelerate our efforts in the emerging field of cancer immunotherapy and to continue building a leading biotechnology company."

The collaboration provides for the worldwide development and commercialization of immunokinases in the field of cancer immunotherapy for up to five small molecule drug candidates as single products or possibly in combination with Roche's portfolio of therapeutics. Roche's rights are structured as an option, triggered upon achievement of Phase I proof-of-concept, for an exclusive license to each drug candidate

developed under the collaboration. Blueprint Medicines will be primarily responsible for preclinical research and conduct of clinical development for each program prior to any exercise of Roche's option for such program. If Roche exercises an option for a program, Roche will be responsible for subsequent global development for that program through registrational clinical trials. For up to three of the five programs, if Roche exercises its option, Roche will receive worldwide commercialization rights for the licensed product. For up to two of the five programs, if Roche exercises its option, Blueprint Medicines will retain commercialization rights in the United States for the licensed product, and Roche will receive commercialization rights outside of the United States for such licensed product. Blueprint Medicines will also retain worldwide rights to any drug candidates for which Roche elects not to exercise the applicable option.

For any licensed product for which Roche retains worldwide commercialization rights, Blueprint Medicines will be eligible to receive tiered royalties ranging from low double-digits to high-teens on future net sales of the licensed product. For any licensed product for which Blueprint Medicines retains commercialization rights in the United States, Blueprint Medicines and Roche will be eligible to receive tiered royalties ranging from mid-single-digits to low double-digits on future net sales in the other party's respective territories in which it commercializes the licensed product. Blueprint Medicines and Roche will share the costs of Phase 1 development for each collaboration target. In addition, Roche will be responsible for post-Phase 1 development costs for each licensed product for which it retains global commercialization rights, and Blueprint Medicines and Roche will share post-Phase 1 development costs for each licensed product for which Blueprint Medicines retains commercialization rights in the United States.

Conference Call Information

Blueprint Medicines will host a conference call and live audio webcast for investors at 8:00 A.M. ET today. To participate in the conference call, please dial 877-516-3348 (domestic) or 281-973-6089 (international) and refer to conference ID 63223687. A live webcast of the conference call will be available by visiting the Investors section of Blueprint Medicines' website at http://ir.blueprintmedicines.com. The archived webcast will be available on Blueprint Medicines' website approximately 2 hours after the call and will be available for 30 days following the call.

About Blueprint Medicines

Blueprint Medicines is developing a new generation of highly selective and potent kinase medicines to improve the lives of patients with genomically defined diseases. The Company's approach is rooted in a deep understanding of the genetic blueprint of cancer and other diseases driven by the abnormal activation of kinases. Blueprint Medicines is advancing three programs in clinical development for subsets of patients with gastrointestinal stromal tumors, hepatocellular carcinoma and systemic mastocytosis, as well as multiple programs in research and preclinical development. For more information, please visit www.blueprintmedicines.com.

Cautionary Note Regarding Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, as amended, including, without limitation, statements regarding the collaboration and license agreement among Blueprint Medicines and Roche, including anticipated payments, as well as the future development, manufacture and commercialization of cancer

immunotherapies under the agreement; Blueprint Medicines' and Roche's ability to successfully develop and commercialize cancer immunotherapies; and Blueprint Medicines' strategy and business plans. The words "may," "will," "could," "would," "should," "expect," "plan," "anticipate," "intend," "believe," "estimate," "predict," "project," "potential," "continue," "target" and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. Any forward-looking statements in this press release are based on management's current expectations and beliefs and are subject to a number of risks, uncertainties and important factors that may cause actual events or results to differ materially from those expressed or implied by any forward-looking statements contained in this press release, including, without limitation, risks and uncertainties related to the delay of any current or planned clinical trials or the development of Blueprint Medicines' drug product candidates, including BLU-285 and BLU-554; Blueprint Medicines' advancement of multiple early-stage efforts; Blueprint Medicines' ability to successfully demonstrate the efficacy and safety of its drug product candidates; the preclinical and clinical results for Blueprint Medicines' drug product candidates, which may not support further development of such drug product candidates; and actions of regulatory agencies, which may affect the initiation, timing and progress of clinical trials. These and other risks and uncertainties are described in greater detail in the section entitled "Risk Factors" in Blueprint Medicines' Annual Report on Form 10-K for the year ended December 31, 2015, as filed with the Securities and Exchange Commission (SEC) on March 11, 2016, and other filings that Blueprint Medicines may make with the SEC in the future. Any forward-looking statements contained in this press release represent Blueprint Medicines' views only as of the date hereof and should not be relied upon as representing its views as of any subsequent date. Blueprint Medicines explicitly disclaims any obligation to update any forward-looking statements.

Contact:

Investor Relations:
Kristin Williams
Blueprint Medicines Corporation
617-714-6674
KWilliams@blueprintmedicines.com

Media Relations:
Dan Quinn
Ten Bridge Communications, Inc.
781-475-7974
dan@tenbridgecommunications.com