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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**FORM 8-K**

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**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 3, 2015**

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**CERULEAN PHARMA INC.**

(Exact Name of Registrant as Specified in Charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-36395**  
(Commission  
File Number)

**20-4139823**  
(IRS Employer  
Identification No.)

**840 Memorial Drive**  
**Cambridge, MA**  
(Address of Principal Executive Offices)

**02139**  
(Zip Code)

**Registrant's telephone number, including area code: (617) 551-9600**

(Former Name or Former Address, if Changed Since Last Report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into Material Definitive Agreement.**

On March 3, 2015, Cerulean Pharma Inc. (the “Company”) entered into an amendment (the “Separation Agreement Amendment”) to that certain Separation, Transition and Release of Claims Agreement dated October 29, 2014, between the Company and Oliver S. Fetzter, Ph.D, the Company’s former Chief Executive Officer and a former member of the Company’s board of directors. Pursuant to the Separation Agreement Amendment, the period during which Dr. Fetzter has agreed to provide post-employment assistance to the Company (the “Consulting Period”) has been extended through September 30, 2015.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment, dated March 3, 2015, to Separation, Transition and Release of Claims Agreement between Cerulean Pharma Inc. and Oliver S. Fetzter, Ph.D

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.

CERULEAN PHARMA INC.

Date: March 4, 2015

By: /s/ Christopher D.T. Guiffre  
Christopher D.T. Guiffre  
Chief Operating Officer

**EXHIBIT INDEX**

Exhibit  
No.

Description

10.1 Amendment, dated March 3, 2015, to Separation, Transition and Release of Claims Agreement between Cerulean Pharma Inc. and Oliver S. Fetzer, Ph. D

**AMENDMENT TO  
SEPARATION, TRANSITION, AND RELEASE OF CLAIMS AGREEMENT**

This Amendment (“Amendment”) is made by and between Oliver S. Fetzter, Ph.D (“Fetzter”) and Cerulean Pharma Inc. (“Cerulean” or the “Company”) (together, the “Parties”). Any capitalized term used but not otherwise defined herein shall have the meaning assigned to it in the Agreement (as defined below).

**WHEREAS**, Fetzter and the Company entered into that certain Separation, Transition and Release of Claims Agreement as of October 29, 2014 (“Agreement”); and

**WHEREAS**, the Parties wish to amend the Agreement to extend the Consulting Period (as defined below).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Section 2 of the Agreement is deleted in its entirety and replaced with the following:

**“2. Post-Employment Consulting and Assistance.** In order to assist the Company in making a smooth transition to new leadership, the Employee agrees that, until September 30, 2015 (the “Consulting Period”), he shall make himself reasonably available by telephone or e-mail from time to time, upon reasonable notice and on an as-needed basis, to consult with the Company and to provide any reasonable information and/or guidance that the Company may request concerning his former duties and responsibilities and/or his knowledge of the Company’s business and operations (the “Post-Employment Assistance”). The Employee acknowledges and agrees that the consideration set forth in this Agreement is being provided, in part, as consideration for this Post-Employment Assistance, and that he will not be entitled to receive any additional compensation or benefits for such assistance.

2. Except as set forth herein, no term or condition of the Agreement shall be affected by this Amendment. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original, but all of which together shall constitute one and the same document. Facsimile and PDF signatures shall be deemed to be of equal force and effect as originals.

3. This Amendment shall be governed by the laws of the Commonwealth of Massachusetts without regard to conflict of laws provisions. The Parties hereby irrevocably submit to and acknowledge and recognize the jurisdiction of the courts of the Commonwealth of Massachusetts, or, if appropriate, a federal court located in the Commonwealth of Massachusetts (which courts, for purposes of this Amendment, are the only courts of competent jurisdiction), over any suit, action or other proceeding arising out of, under or in connection with this Amendment or the subject matter hereof.

[Signature page follows]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Amendment on the date(s) indicated below.

**CERULEAN PHARMA INC.**

By: /s/ Christopher D. T. Guiffre  
Christopher D. T. Guiffre  
Chief Operating Officer

March 2, 2015

**I HEREBY AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE.**

/s/ Oliver S. Fetzer, Ph.D  
Oliver S. Fetzer, Ph.D

March 3, 2015