
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 6-K

Report of Foreign Private Issuer
Pursuant to Rule 13a-16 or 15d-16 of
The Securities Exchange Act of 1934

For the month of September 2010

Compugen Ltd.

(Translation of registrant's name into English)

72 Pinchas Rosen Street, Tel-Aviv 69512, Israel
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F.

Form 20-F ☒ Form 40-F ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): _____

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): _____

Indicate by check mark whether the registrant by furnishing the information contained in this form is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.

Yes ☐ No ☒

If "Yes" is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b): N/A

EXPLANATORY NOTE

Compugen Ltd. (the “Registrant”) is furnishing on this Form 6-K the following documents, which are attached hereto and incorporated by reference herein:

1. Software License Agreement, dated as of August 27, 2006, by and between the Registrant and Evogene Ltd., attached as Exhibit 1 hereto.
2. Extension to Software License Agreement, dated as of May 27, 2007, by and between the Registrant and Evogene Ltd., attached as Exhibit 2 hereto.

This report on Form 6-K is hereby incorporated by reference into the Registrant’s Annual Report on Form 20-F for the year ended December 31, 2009, filed with the Securities and Exchange Commission on March 11, 2010 (Registration No. 333-30902), as amended, and into all future filings by the Company under the Securities Exchange Act of 1934, as amended, and to be a part thereof from the date on which this report is submitted, to the extent not superseded by documents or reports subsequently filed or furnished.

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, thereunto duly authorized.

COMPUGEN LTD.

(Registrant)

By: /s/ Dikla Czaczkes Axsellbrad

Dikla Czaczkes Axsellbrad

Chief Financial Officer

Date: September 21, 2010

SOFTWARE LICENSE AGREEMENT

This Software License Agreement is made effective this 27 August, 2006 (the "Effective Date"), by and between Evogene Ltd. ("Evogene") and Compugen Ltd. ("Compugen"), both companies being organized under the laws of the State of Israel. The parties hereby agree as follows:

1. Definitions

"Field" means research and development of improved traits in crops through gene discovery and genome remodeling.

"Purpose" means research and development activities performed by Evogene or by its wholly owned subsidiary. For clarification, "Purpose" excludes any disposition by way of sale, the grant of a license or otherwise, whether as a stand alone product or as part of a product into which the Software or any modification or part thereof is incorporated.

"Software" means the object code and source code of certain software that is authored by and proprietary to Compugen, that supports use of LEADS software and is known at Compugen as "MBT" package.

"Major Agreement" means a signed definitive agreement with a Major Player under which (among other things) Evogene is or will be entitled to receive payment of any nature whatsoever including upfront payments, research and development funding, milestone and royalty payments. "Major Player" means Monsanto, Syngenta, Pioneer, Bayer, BASF, Dow Chemicals, Delta & Pine Land, Vilmorin, Zeraim Gadera, major players in the BioDiesel industry and any of their respective subsidiaries and other affiliates.

2. The License

2.1 Grant. Subject to the terms and conditions herein, including Evogene's obligations under Section 3, Compugen hereby grants to Evogene under the Software a perpetual, non-exclusive, royalty-free, indivisible and nontransferable license in the Field, with a right to sublicense only to its fully owned sublicense (but not to any other person), during the term of this Agreement, to use, reproduce, modify in any manner whatsoever and make derivative works of the Software, including all modifications and additions thereto made by either party, solely for the Purpose. Evogene agrees that it shall not: (i) exploit its rights in the license otherwise than in accordance with the terms and conditions of the license described herein, and (ii) without limiting the foregoing in paragraph (i) allow use of the Software outside of Israel (which may be only to a fully owned subsidiary) except in accordance with consents that need to be obtained, if at all, from Office of the Chief Scientist of the Ministry of the Ministry of Industry, Trade and Labor ("OCS"). Compugen shall be responsible for obtaining any consents needed from the OCS and shall carry out good faith efforts to obtain any such consents.

2.2 Access. Compugen shall deliver to Evogene one copy of the Software on CD. Evogene will be responsible for installation of the Software at its premises. Compugen shall not have any obligation to provide to Evogene assistance or services in relation to the Software, including any assistance with the installation of the Software or maintenance support therefor.

2.3 **Exchange of Updates.** The parties acknowledge and agree that: (i) they each intend to create modifications, including additions, to the Software, and (ii) they will deliver to each other all of the modifications, including additions, to the Software from time to time, all of which shall be in source code, but at least as often as every six (6) months during the term of this Agreement. If a party does not make any modifications during any six months period as aforesaid, it shall give to the other party notice to such effect.

2.4 **Reserved Rights.** Compugen shall remain the sole owner of all rights, title, and copyrights in and to the Software, including all modifications and additions thereto made by either party. Compugen agrees not to use within the Field any modifications and additions to the Software that are made by Evogene, including after termination of this Agreement for any reason. For clarification, as between the parties, any and all results that Evogene or its wholly owned subsidiaries generate from use of the license shall be owned by and remain solely with Evogene.

2.5 **Conditions Subsequent.** In acknowledgement of Evogene's urgent need to commence use of the license, Compugen has agreed to effect delivery of the Software within two (2) days of the Effective Date, subject to:

- (a) Evogene complying with its obligation under Section 3(a)(i) or 3(b)(i) and with its obligation under Section 3(a)(ii) or Section 3(b)(ii), within the times specified in Section 3 for compliance therefor respectively; and
- (b) Within one (1) week of the Effective Date, Evogene's board of directors approving and resolving to recommend to its shareholders to approve the issuance of shares to Compugen in accordance with Section 3(a) or 3(b), which alternative shall be in Evogene's discretion.

3. Consideration

In consideration of the grant of the license hereunder, Evogene shall issue to Compugen fully paid up ordinary shares of Evogene, NIS 0.01 par value each, as follows:

- (a) by way of a first alternative:
 - (i) forty thousand (40,000) ordinary shares before 31 December 2006; and
 - (ii) twenty thousand (20,000) ordinary shares within one (1) month of Evogene entering into the first Major Agreement during the term of this Agreement; and
 - (b) by way of a second alternative:
 - (i) thirty thousand (30,000) ordinary shares before 31 December 2006; and
 - (ii) thirty thousand (30,000) ordinary shares and an additional ten thousand (10,000) ordinary shares within one (1) month of Evogene entering into its first and second Major Agreement respectively during the term of this Agreement.
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Evogene shall be in compliance with its obligations under this Section 3, provided that it complies with one of the two alternatives described in paragraphs (a) and (b) of this Section 3. The amounts of shares specified in this Section 3 shall be subject to customary adjustments in the event of a consolidation or subdivision of Evogene's shares.

4. Term and Termination

This Agreement shall commence on the Effective Date and continue in force and effect until the earlier of Evogene breaching the terms or conditions of the license and failing to rectify such breach within 30 days of receiving Compugen's written notification to Evogene of such breach, or one of the conditions subsequent specified in Section 2.5 not occurring within the time specified therefore in Section 2.5. Within one (1) week of expiry or termination of this Agreement for any reason whatsoever; (a) the license shall terminate, and (b) Evogene shall: (i) cease all use of the Software, including all modifications thereto, (ii) de-install the software from its server and provide to Compugen written confirmation thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

COMPUGEN, Ltd.

EVOGENE Ltd.

By: A. Kotzer
Name: Alex Kotzer
Title: CEO and President

By: 
Name: Ofer Haviv
Title: CEO and President

THIRD EXTENSION AGREEMENT
To a Computational Tools License Agreement
(a license that Compugen granted to Evogene)

This Third Extension Agreement is made effective of the 27 day of May, 2007 (the "Third Extension Effective Date"), by and between Evogene Ltd., a company organized under the laws State of Israel with principal offices at 13 Gad Feinstein St., Rehovot ("Evogene") and Compugen Ltd., a company organized under the laws of the State of Israel with principal offices at 72 Pinchas Rozen St., Tel Aviv 69512 ("Compugen").

WHEREAS, by a Computational Tools License Agreement dated 1 January 2002 (the "First Agreement") between Compugen and Evogene, Compugen granted to Evogene a license relating to Compugen's LEADS platform and other software (the "LEADS License");

WHEREAS, by an Extension Agreement dated 6 August 2003 (the "Extension Agreement") between Compugen and Evogene, the term of the LEADS License was extended until 1 January 2006;

WHEREAS, by a second Extension Agreement dated 1 August 2004 (the "Second Extension Agreement") between Compugen and Evogene, the term of the LEADS License was further extended until 31 December 2007; and

WHEREAS, the parties both wish to further extend the term of the LEADS License in accordance with the terms and conditions herein,

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby agree as follows:

1. Scope of this Third Extension Agreement

1.1 **Scope of this Agreement.** This Third Extension Agreement amends the First Agreement only to the extent expressly specified herein. Otherwise, the terms and conditions of the First Agreement shall remain unchanged and in full force and effect.

1.2 **Definitions.** Capitalized terms in this Third Extension Agreement which have been defined in the First Agreement and/or the Second Agreement have the same meaning in this Third Extension Agreement, unless such defined terms are freshly defined herein.

2. Reserved.

3. Support Services

Commencing on January 1, 2008 Compugen will no longer be obligated to provide to Evogene technical support Services for the Compugen Tools and Compugen Made Improvements that are in Evogene's possession as at the Third Extension Effective Date. However, in the event that Compugen will make or have made any Derivative Works of the LEADS platform during the license term, Compugen shall notify Evogene of such Derivative Works and Evogene will be granted access to such Derivative Works, for no additional consideration, for Ag-bio uses only, and any costs incurred by Compugen in connection with the transfer of such improvements, will be reimbursed by Evogene. In the event that such updates are made available by Compugen to Evogene, Evogene shall be solely responsible for the performance of any programming work that may be required in order to make Derivative Works developed by Evogene compatible with such updates. Except as set forth herein, Compugen shall not have any obligations to Evogene under Section 4 of the First Agreement (Support). Without limiting the generality of the foregoing, such updates shall be provided on an "as is" basis, free from any representations and warranties.

5. Extension of Term of License and Consideration

5.1 As of the Third Extension Effective Date, the term of the First Agreement (that under Section 11.1 of the First Agreement expired on January 1, 2004 and that under the Extension Agreement was extended until January 1, 2006 and under the Second Extension Agreement was further extended until December 31, 2007) shall be extended until December 31, 2014.

5.2 Within 30 days of the Third Extension Effective Date, in consideration of Compugen extending the term of the First Agreement under Section 5.1 above, Evogene shall issue to Compugen an additional 100,000 (One hundred thousand) fully paid up Ordinary Shares of Evogene, NIS 0.01 par value each (the "Shares").

5.3 No later than December 15, 2007, Evogene shall make a cash payment of USD 150,000 to Compugen. In the event that Evogene has not completed its planned initial public offering on the Tel Aviv Stock Exchange ("IPO") by December 15, 2007, then Evogene shall, on December 1st, 2007, issue to Compugen an additional 100,000 Ordinary Shares instead of the aforementioned USD 150,000 cash payment.

5.4 In any event, Evogene shall fully fund the receipt by Compugen of an independent auditor's valuation of the Share's value as required by Compugen for its quarterly and annual reports, until such time that Compugen sells the Shares.

5.3 Evogene shall have the option to further extend the term of the LEADS License for up to an additional three (3) years (until December 31, 2017) in consideration for USD 20,000 per each such additional year.

6. Post Closing Obligations


Within 120 days of the Closing, Evogene shall make best efforts to obtain the approval of the Investment Center of the State of Israel and of the Israeli Chief Scientist, if required, to the issuance of the Shares to Compugen.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

COMPUGEN, LTD.

EVOGENE LTD.

By: A. Kotzer
Name: Alex Kotzer
Title: President and CEO

By: 
Name: Ofer Haviv
Title: President and CEO
