
**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
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

For the month of July 2012

Commission File Number 000-30902

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 of Form 20-For 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): ☐

Compugen Ltd.

As previously disclosed in the Form 6-K filed on December 20, 2011, on December 20, 2011, Compugen Ltd. ("Compugen") entered into a funding agreement (the "Agreement") with Baize Investments (Israel) Ltd. ("Baize"), pursuant to which Baize agreed to invest \$8,000,000 (the "Investment Amount") in Compugen in connection with certain research funding in exchange for a financial interest (the "Participation Interest") in certain therapeutic monoclonal antibody ("mAb") product candidates that achieve specific milestones or are licensed out during a period of three years. Under the Agreement, the mAb product candidates were to be developed against 12 specified Compugen-discovered targets in the field of oncology. In addition, under the Agreement, the Investment Amount was to be paid in three installments: (1) \$2,000,000 was paid within five business days of the effective date of the Agreement, (2) \$3,000,000 was to be paid on or before June 30, 2012 and (3) \$3,000,000 was to be paid on or before September 30, 2012.

Compugen and Baize have entered into an amendment (the "Amendment") to the Agreement, dated July 24, 2012, pursuant to which:

- the number of specified Compugen-discovered targets in the field of oncology that the mAb product candidates are to be developed against was reduced from 12 to eight.
- the payment dates for the \$6,000,000 of the Investment Amount remaining to be paid (the "Remaining Investment Amount") were amended such that \$1,000,000 is to be paid on or before July 31, 2012 and \$5,000,000 is to be paid on or before December 31, 2012; and

All other terms and conditions remain as in the Agreement.

In the event the remaining Investment Amount is not paid pursuant to the amended dates set forth above, Compugen has the right to exchange the Participation Interest for a number of Compugen's Ordinary Shares equal to the Investment Amount paid to such point divided by a purchase price of \$6.00 per share and all future financial interests will be terminated.

Baize is entitled to receive the Participation Interest if an mAb product candidate either achieves a successful animal disease model during the next three years, and/or is licensed out to third parties for further development and commercialization prior to such time. In each such case, the Participation Interest will consist of the right to receive from Compugen a percentage of certain future payments received by Compugen from third parties from any out-licensing for further development and/or commercialization. The percentage for each such qualifying mAb product candidate will be calculated on the date of out-licensing in accordance with a sliding scale, which takes into account the total Baize research funding spent for the development of therapeutic mAbs against the specified eight Compugen targets to such date, relative to the total amount spent by both Baize and Compugen on such mAbs, provided that Baize will be entitled to no less than ten percent of such future payments related to any qualifying mAb product candidates.

A copy of the Amendment is filed as Exhibit 10.1 to this Form 6-K and incorporated by reference herein.

The information contained in this Report, including the exhibit hereto, is hereby incorporated by reference into the Company's Registration Statement on Form F-3, File No. 333-171655.

Exhibits

**Exhibit
Number**
10.1

Description of Exhibit

Amendment, dated July 24, 2012, to the Funding Agreement, dated December 20, 2012, between Baize Investments (Israel) Ltd. and Compugen Ltd.

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.

Date: July 25, 2012

By: /s/ Tami Fishman Jutkowitz
Tami Fishman Jutkowitz
General Counsel

AMENDMENT TO FUNDING AGREEMENT

This Amendment is entered on this July 24, 2012 (the "Amendment") to a Funding Agreement (the "Agreement") dated December 20, 2012, that was entered into between BAIZE INVESTMENTS (ISRAEL) LTD., a private company organized under the laws of Israel No. 51-430159-1, c/o Arad & Co., 1 Kermenizki St., Tel-Aviv Israel 67899 ("Investor"), and COMPUGEN, Ltd., an Israeli corporation, having a place of business at 72 Pinchas Rosen Tel Aviv, Israel ("Compugen"); and

WHEREAS pursuant to the Agreement the Investor is entitled to certain potential Cash Consideration with respect to certain monoclonal antibodies which may be developed by Compugen targeted against a specified list of drug targets (the "Specified Targets"), and

WHEREAS, since the signing of the Agreement, efforts have been, and are being, undertaken by Compugen ("Further Research") to differentiate and prioritize drug targets which have been identified, and being identified, through the use of its predictive biology infrastructure, including the Specified Targets, and

WHEREAS, both Parties are interested in amending certain provisions of the Agreement including a revision of (i) the list of Specified Targets in order to both reduce the number of such Specified Targets and to reflect the results of the Further Research, and (ii) the payment dates for the remaining amounts due Compugen under the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth below, the parties hereby agree as follows:

1. All defined terms used herein but not defined herein, shall have the respective meanings as set forth in the Agreement.
 2. Section 1.19 to the Agreement will be replaced by the following section:
 - 1.19 "Target" shall mean each of the eight (8) drug targets identified by Compugen and listed in Appendix A to this Agreement.
 3. Appendix A to the Agreement will be replaced by the Appendix A1 attached to this Amendment.
 4. Sections 2.1 and 2.2 to the Agreement will be replaced by the following sections:
 - 2.1 Subject to the terms and conditions of this Agreement, Investor agrees to pay by wire transfer to the Company, or in a manner as shall otherwise be agreed upon by Investor and the Company, the Funding Amount in 3 installments as follows: (i) Two Million US Dollars (\$2,000,000) will be paid within 5 Business Days of the Effective Date; (ii) One Million US Dollars (\$1,000,000) will be paid on or before July 31, 2012; and (iii) Five Million US Dollars (\$5,000,000) will be paid on or before December 31, 2012. In consideration for the receipt of such Funding Amount, the Company agrees to provide to Investor the consideration set forth in Section 3.1, subject to the provisions of Section 2.2, 3.5 and 3.6.
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2.2 In the event that for any reason whatsoever, other than by written mutual agreement of the Parties, either of the installments set forth in clause (ii) or (iii) above is not paid on or prior to the due date therefore, nor within 10 Business Days of the Company's first written request to the Investor notifying it about such failure, Company shall have the right to exchange all of Investor's rights to receive Cash Consideration ("Rights") for Ordinary Shares as follows: (a) if the failure occurs with respect to the installment set forth in clause (ii) (and Investor has already paid the installment set forth in clause (i)), Company shall have the right to exchange such Rights for a total of 333,333 Ordinary Shares and (b) if the failure occurs with respect to the installment set forth in clause (iii) (and Investor has already paid the installments set forth in clause (i) and (ii)), Company will have the right to exchange such Rights for a total of 500,000 Ordinary Shares, in each case without any further obligation of the Company to Investor regarding the Rights or otherwise, nor any consideration required to be paid by the Investor to Compugen in connection therewith (however and for the sake clarity, such exchange shall be subject to adjustment for any stock-splits, stock dividends, stock combination or similar recapitalization of the Company's share capital affecting all Ordinary Shares). In the event of such an exchange, (x) Company will have no further remedy for the failure to make such payments, (y) the provisions of 3.5 shall apply *mutatis mutandis*, and (z) Investor will have no rights to receive Cash Consideration.

5. The address included in the Agreement for all notices under the Agreement to be sent to Investor shall be changed to the following address:

Baize Investment (Israel) Ltd, c/o – The Goldman Group,
55 St. Clair Avenue West, Suite 240,
Toronto, Ontario, Canada M4V2Y7
Attention: Mr. Murray Goldman

6. In the event of any conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall prevail.

7. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

8. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Any signature page delivered by facsimile or electronic image transmission shall be binding to the same extent as an original signature page

9. IN WITNESS WHEREOF, the parties have executed this Amendment as of the date hereof.

BAIZE INVESTMENTS (ISRAEL) LTD.

By: /s/ Murray Goldman
Name: Murray Goldman
Title: President
Date: July 24, 2012

COMPUGEN LTD.

By: /s/ Anat Cohen-Dayag
Name: Anat Cohen-Dayag
Title: President & CEO
Date: July 25, 2012
