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 December 2025
Commission File Number 000-30902

COMPUGEN LTD.

(Translation of registrant's name into English)

26 Harokmim Street
Holon 5885849, Israel
(Address of Principal Executive Offices)

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

Form 20-F ☒ Form 40-F ☐

Compugen Ltd.

On December 16, 2025, Compugen Ltd. ("Compugen") and MedImmune Limited, a member of the AstraZeneca Group ("AstraZeneca"), entered into amendment number 4 to that certain license agreement, dated March 30, 2018, by and between the parties, as subsequently amended prior to the date hereof (the "Amendment"). Pursuant to the Amendment, Compugen sold to AstraZeneca a portion of its existing royalty interest in rilvegostomig for a $65 million upfront payment, due within five (5) business days of the date of the Amendment. Additionally, pursuant to the Amendment, the milestone payment to be paid to Compugen in connection with the next milestone, which is the first acceptance of the Biologics License Application ("BLA") was increased by $25 million.

The foregoing summary of the Amendment is not complete and is subject to, and qualified in its entirety by, the provisions of the Amendment, which is filed as Exhibit 10.1 to this Report on Form 6-K and is incorporated herein by reference.

In addition, on December 17, 2025, Compugen issued a press release announcing the Amendment (the "**Press Release**"). A copy of the Press Release is furnished as Exhibit 99.1 to this Report on Form 6-K and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934.

The information contained in this Form 6-K is hereby incorporated by reference into Compugen's Registration Statement on Form F-3, File No. 333-270985.

Exhibit Number	**Description of Exhibit**
10.1#	Amendment No. 4 to the License Agreement, by and between Compugen and MedImmune, dated December 16, 2025
99.1	Press Release dated December 17, 2025 – "Compugen Monetizes Portion of Rilvegostomig Future Royalties to AstraZeneca for Up to $90 Million"

Portions of this exhibit (indicated by asterisks therein) have been omitted as these portions are both not material and private or confidential.

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: December 17, 2025

By: /s/ Eran Ben Dor
Eran Ben Dor
General Counsel

Pursuant to Instruction 4(a) as to Exhibits of Form 20-F, certain identified information (marked by [*]) has been excluded from this exhibit because it is both (i) not material and (ii) is the type that the registrant treats as private or confidential.

Exhibit 10.1

AMENDMENT NO. 4 TO THE LICENSE AGREEMENT

THIS AMENDMENT NO. 4 TO THE LICENSE AGREEMENT (this "***Amendment***") is made and entered into as of 16th December, 2025 (the "***Amendment Effective Date***"), by and between Medlmmune Limited, a company incorporated in England and a member of the AstraZeneca Group having an address of Milstein Building, Granta Park, Abington, Cambridge, CB21 6GH ("***Medlmmune***") and Compugen Ltd., a an Israeli company, having an address of Azrieli Center, 26 Harokmim Street, Building D, Holon 5885849, Israel ("***Compugen***"). Medlmmune and Compugen are each referred to in this Amendment as a "***Party***" and collectively, as the "***Parties***".

RECITALS

A. WHEREAS, Medlmmune and Compugen are parties to a License Agreement effective as of March 30, 2018, as amended on May 9, 2018, September 16, 2020 and August 4, 2021 (collectively, the "***Agreement***").

B. WHEREAS, the Parties have agreed to amend the royalties payable under the Agreement and further to amend the payment relating to one Development Milestone Event under the Agreement.

C. WHEREAS, in accordance with Section 18.2 of the Agreement, the Parties hereto desire to amend and modify the Agreement in accordance with the terms and subject to the conditions set forth in this Amendment.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Additional Upfront**. MedImmune shall pay to Compugen a one-time, non-refundable, non-creditable payment of sixty-five million Dollars ($65,000,000) within five (5) Business Days after the Amendment Effective Date.

2. The following language is hereby added at the end of Section 10.2(a) of the Agreement immediately following the Development Milestone Payments table:

"Notwithstanding anything to the contrary in the table set forth in this Section 10.2(a) above, the Milestone Payment relating to the first acceptance only of the BLA [*], in respect of the First Licensed Product for the First Major Indication shall be increased by twenty-five million Dollars ($25,000,000). [*].

For clarity, except as expressly set forth herein, there are no changes to any other Development Milestone Events or Milestone Payments."

3. Section 10.4(b) of the Agreement is hereby amended and restated in its entirety to read as follows:

"**10.4(b) Royalty Rate**. On a Licensed Product-by-Licensed Product basis, MedImmune shall pay Compugen pursuant to Article 11, non-refundable, non-creditable royalties as set forth below on aggregate annual Net Sales of each Licensed Product in the Territory during the Royalty Term, as calculated by multiplying the applicable royalty rate set forth below by the corresponding amount of aggregate Net Sales of such Licensed Product in such Calendar Year.

Aggregate Annual Net Sales of Product in the Territory	Royalty Rate
For that portion of aggregate annual Net Sales of such Licensed Product less than or equal to [*]	[*]%
For that portion of aggregate annual Net Sales of such Licensed Product greater [*]	[*]%

4. Except as expressly set forth herein, all of the terms and conditions of the Agreement remain unchanged and are in full force and effect. Capitalized terms not otherwise defined in this Amendment shall have the meanings respectively ascribed to them in the Agreement.

5. This Amendment and the Agreement constitute the complete and final and exclusive understanding and agreement of the Parties with respect to the subject matter of the Agreement, and supersede any and all prior or contemporaneous negotiations, correspondence, understanding and agreements, whether oral or written, between the Parties respecting the subject matter of the Agreement.

6. This Amendment may be executed in counterparts, each of which will be deemed an original and both of which will together be deemed to constitute one agreement. The Parties agree that the execution of this Amendment by industry standard electronic signature software and/or by exchanging PDF signatures shall have the same legal force and effect as the exchange of original signatures.

[*Signature page to follow*]

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

MEDIMMUNE LIMITED

By: /s/ Adam McArthur
Name: Adam McArthur
Title: AGC, Business Development & Technology

COMPUGEN LTD.

By: /s/ Eran Ophir
Name: Dr. Eran Ophir
Title: CEO

Exhibit 99.1

FOR IMMEDIATE RELEASE

Compugen Monetizes Portion of Rilvegostomig Future Royalties to AstraZeneca for Up to $90 Million

- Non-dilutive strategic transaction expected to extend cash runway into 2029, to advance Compugen's innovative immuno-oncology pipeline and to reach potential key catalysts from internal and partnered programs
- Monetization includes an upfront payment of $65 million and a potential additional $25 million upon reaching the next milestone
- Compugen retains majority of royalties preserving potential significant long-term upside reflecting its belief in the potential of rilvegostomig

HOLON, ISRAEL, December 17, 2025 - Compugen Ltd. (Nasdaq: CGEN) (TASE: CGEN) a clinical-stage cancer immunotherapy company and a pioneer in predictive computational target discovery powered by AI/ML, today announced that it has agreed with AstraZeneca to monetize a portion of Compugen's rilvegostomig future royalties. Compugen has amended the exclusive license agreement with AstraZeneca, previously entered into in March 2018, to strengthen Compugen's balance sheet and advance its innovative and differentiated immuno-oncology pipeline.

Key Transaction Highlights:

- $65 million upfront payment and a potential additional $25 million upon the next milestone payment on BLA acceptance, for a portion of Compugen's existing royalty interest in rilvegostomig
- Compugen shall retain the majority of its future royalties and remain eligible for tiered royalties of up to mid-single digits on future sales and potential future regulatory and commercial milestones of up to $195 million (amount includes the $25 million stated above)

About Rilvegostomig:

- AstraZeneca is developing rilvegostomig, a first-in-class dual-checkpoint bispecific that delivers co-ordinated PD-1 and TIGIT blockade on the same immune effector cell, restoring antitumor immune activity and supporting the potential for durable, long-term outcomes. The TIGIT component of rilvegostomig is derived from Compugen's fully owned COM902 which is one of only two clinical-stage Fc-reduced anti-TIGIT monoclonal antibodies currently in development
- AstraZeneca is advancing rilvegostomig in a broad development program including 11 ongoing Phase 3 trials in patients with lung, gastrointestinal, and endometrial cancers

"This strategic agreement with AstraZeneca reflects the potential significant value of rilvegostomig and Compugen's differentiated Fc-reduced approach to TIGIT inhibition," said Eran Ophir, Ph.D., President and CEO of Compugen. "This non-dilutive transaction strengthens our financial position and is expected to extend our cash runway into 2029 assuming no further cash inflows. This agreement enables us to continue advancing our innovative and differentiated immuno-oncology pipeline, while retaining significant upside from rilvegostomig's potential success, representing a key long-term value driver for Compugen and our shareholders."

About Compugen

Compugen is a clinical-stage therapeutic discovery and development company utilizing its broadly applicable predictive AI/ML powered computational discovery platform (Unigen™) to identify novel drug targets and biological pathways for developing cancer immunotherapies. Compugen has two differentiated Fc-reduced programs targeting TIGIT: COM902, a fully owned potential best-in-class Fc-reduced high affinity anti-TIGIT antibody in Phase 1 development and rilvegostomig, an Fc-reduced PD-1/TIGIT bispecific antibody in Phase 3 development by AstraZeneca through a license agreement for the development of bispecific and multispecific antibodies. The TIGIT component of rilvegostomig is derived from COM902. In Phase 1 development Compugen has COM701, a potential first-in-class anti-PVRIG Fc-reduced antibody and GS-0321 (previously COM503), a potential first-in-class, high affinity anti-IL-18 binding protein antibody, licensed to Gilead. In addition, the Company's therapeutic pipeline of early-stage immuno-oncology programs consists of research programs aiming to address new mechanisms to activate the immune system against cancer. Compugen is headquartered in Israel, with offices in San Francisco, CA. Compugen's shares are listed on Nasdaq and the Tel Aviv Stock Exchange under the ticker symbol CGEN.

Forward-Looking Statement

This press release contains "forward-looking statements" within the meaning of the Securities Act of 1933 and the Securities Exchange Act of 1934, as amended, and the safe-harbor provisions of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements are based on the current beliefs, expectations, and assumptions of Compugen. Forward-looking statements can be identified using terminology such as "will," "may," "expects," "anticipates," "believes," "potential," "plan," "goal," "estimate," "likely," "should," "confident," and "intends," and similar expressions that are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. Forward-looking statements include, but are not limited to, statements regarding the milestones and expectations under the agreement; and statements to the effect that our cash and cash-related balances is expected to fund our operating plans into 2029. These forward-looking statements involve known and unknown risks and uncertainties that may cause the actual results, performance, or achievements of Compugen to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Among these risks: clinical development involves a lengthy and expensive process, with an uncertain outcome and we may encounter substantial delays or even an inability to begin clinical trials for any specific product or may not be able to conduct or complete our trials on the timelines we expect; the clinical trials of any product candidates that Compugen, or any current or future collaborators, may develop may fail to satisfactorily demonstrate safety and efficacy to the FDA, and Compugen, or any collaborators, may incur additional costs or experience delays in completing, or ultimately be unable to complete, the development and commercialization of these product candidates; Compugen's business model is substantially dependent on entering into collaboration agreements with third parties and Compugen may not be successful in generating adequate revenues or commercializing aspects of its business model; Compugen's approach to the discovery of therapeutic products is based on its proprietary computational target discovery infrastructure, which is unproven clinically; general market, political and economic conditions in the countries in which Compugen operates, including Israel; the effect of the evolving nature of the recent war in Israel; and Compugen does not know whether it will be able to discover and develop additional potential product candidates or products of commercial value. These risks and other risks are more fully discussed in the "Risk Factors" section of Compugen's most recent Annual Report on Form 20-F as filed with the Securities and Exchange Commission (SEC) as well as other documents that may be subsequently filed by Compugen from time to time with the SEC. In addition, any forward-looking statements represent Compugen's views only as of the date of this release and should not be relied upon as representing its views as of any subsequent date. Compugen does not assume any obligation to update any forward-looking statements unless required by law.

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