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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 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): **July 9, 2020**

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**Kiniksa Pharmaceuticals, Ltd.**

(Exact name of Registrant as Specified in Its Charter)

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**Bermuda**  
(State or other jurisdiction of  
incorporation or organization)

**001-730430**  
(Commission  
File Number)

**98-1327726**  
(I.R.S. Employer  
Identification No.)

**Kiniksa Pharmaceuticals, Ltd.**  
**Clarendon House**  
**2 Church Street**  
**Hamilton HM11, Bermuda**  
**(808) 451-3453**

(Address, zip code and telephone number, including area code of principal executive offices)

**Kiniksa Pharmaceuticals Corp.**  
**100 Hayden Avenue**  
**Lexington, MA, 02421**  
**(781) 431-9100**

(Address, zip code and telephone number, including area code of agent for service)

N/A

(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

- 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))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Class A Common Shares \$0.000273235 par value	KNSA	The Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01. Entry into a Material Definitive Agreement.**

Effective July 9, 2020, Kiniksa Pharmaceuticals, Ltd., a Bermuda exempted company (the “Company”), entered into Amendment No. 1 to the License Agreement (the “Amendment”) with MedImmune Limited, a limited liability company authorized and existing under the laws of England and Wales (“MedImmune”), to amend, modify and restate certain terms and conditions of the License Agreement dated December 21, 2017 between the Company and MedImmune (the “Original Agreement”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Original Agreement, which agreement was filed with the Securities and Exchange Commission on April 27, 2018 as Exhibit 10.8 to the Company’s Registration Statement on Form S-1 (333-224488).

The Amendment provides for (a) a new Section 1.111 of the Original Agreement to provide for the definition of a “Coronavirus Field” and (b) the amendment and restatement of Section 5.2.1 of the Original Agreement to defer the payment of certain development and regulatory milestones for the Coronavirus Field.

The foregoing description of the Amendment is not complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

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

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">10.1*</a>	<a href="#">Amendment No. 1 to the License Agreement, effective as of July 9, 2020, by and between Kiniksa Pharmaceuticals, Ltd. and MedImmune Limited</a>

\* Certain information in this exhibit has been omitted pursuant to Item 601 of Regulation S-K promulgated under the Securities Act of 1933, as amended, because the information is not material and would be competitively harmful if publicly disclosed.

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**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.

KINIKSA PHARMACEUTICALS, LTD.

Date: July 15, 2020

By: /s/ Thomas Beetham

Thomas Beetham

Executive Vice President, Chief Legal Officer

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**AMENDMENT NO. 1 TO  
THE LICENSE AGREEMENT**

This Amendment No.1 to the License Agreement (the “**Amendment**”) is effective as of date of last signature set forth below (the “**Amendment Effective Date**”), by and between:

- (1) MEDIMMUNE LIMITED, a limited liability duly authorised and existing under the laws of England and Wales, on its behalf and on behalf of its Affiliates as defined herein (“**MedImmune**”); and
- (2) KINIKA PHARMACEUTICALS, LTD. a Bermuda exempted company (“**Licensee**”).

MedImmune and Licensee may be referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

- A. MedImmune and Licensee entered into a License Agreement effective as of December 21, 2017 the “**Original Agreement**”); and
- B. The Parties desire to amend the Original Agreement to amend, modify or restate certain terms and conditions of the Original Agreement and to make such other changes as are set forth herein.

In consideration of the promises and of the mutual covenants and agreements set forth, the Parties agree as follows:

1. **Definitions.** All defined terms used and not otherwise defined in this Amendment have the meanings ascribed to such terms in the Original Agreement.
2. A new Section 1.111 of the Original Agreement shall be inserted as follows:  
  
“**Coronavirus Field**” which shall mean treatment of hyper-inflammation or pneumonia in subjects diagnosed with the 2019 novel coronavirus (SARS-CoV-2) [\*\*\*].”
3. The Original Agreement is hereby amended by deleting Section 5.2.1 in its entirety and replacing it with the following new Section 5.2.1:

[\*\*\*] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

**5.2.1 Development and Regulatory Milestones.** Licensee shall inform MedImmune within [\*\*\*] Business Days after the occurrence of each of the milestone events listed below. In partial consideration of the rights granted by MedImmune to License hereunder, Licensee shall pay to MedImmune the following one-time payments within [\*\*\*] days after receipt of an invoice for the achievement of each of the following milestone events except for the Coronavirus Field where the milestone payments due will be deferred as referenced below. Such milestone payments shall be nonrefundable, noncreditable and fully earned upon the achievement of the applicable milestone event:

- (i) [\*\*\*];
- (ii) [\*\*\*];
- (iii) [\*\*\*];
- (iv) [\*\*\*];
- (v) [\*\*\*];
- (vi) [\*\*\*];
- (vii) [\*\*\*];
- (viii) [\*\*\*];
- (ix) [\*\*\*];
- (x) [\*\*\*]; and
- (xi) [\*\*\*].

Each milestone payment in this Section 5.2.1 shall be payable [\*\*\*]. If, at any time, with respect to a Licensed Product, the achievement of a milestone described in Section 5.2.1 has occurred with respect to which a payment is due hereunder and any of the preceding milestones in this Section 5.2.1 have not been due or been paid, then each such skipped milestone payment shall become due and payable [\*\*\*].

**4. No Other Amendments.** Except to the extent amended hereby, all of the terms, provisions and conditions set forth in the Original Agreement are hereby ratified and confirmed and shall remain in full force and effect.

[\*\*\*] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

The Original Agreement and this Amendment shall be read and construed together as a single agreement and the term “Agreement” as used shall henceforth be deemed a reference to the Original Agreement as amended by this Amendment.

5. **Modifications.** This Amendment may only be modified by a written document, signed by both Parties.

6. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which will be deemed an original and all 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, and that in any proceeding arising under or relating to this Amendment, each Party hereby waives any right to raise any defense or waiver based upon execution of this Amendment by means of such electronic signatures or maintenance of the executed agreement electronically.

*<Signature Page to Follow>*

[\*\*\*] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

**Execution**

THIS AMENDMENT IS EXECUTED by the authorised representatives of the Parties as of the Amendment Effective Date first written above.

**SIGNED for and on behalf of MedImmune Limited**

**SIGNED for and on behalf of Kiniksa Pharmaceuticals, Ltd.**

/s/ Greg Mueller

Signature

Name: Greg Mueller

Title: Authorised Signatory

Date: 09 July 2020

/s/ Thomas Beetham

Signature

Name: Thomas Beetham

Title: EVP and Chief Legal Officer

Date: 09 July 2020

[\*\*\*] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.