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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): April 25, 2013**

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**VANDA PHARMACEUTICALS INC.**

(Exact name of Registrant as specified in its charter)

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

**001-34186**  
(Commission  
File No.)

**03-0491827**  
(IRS Employer  
Identification No.)

**2200 Pennsylvania Avenue NW**  
**Suite 300E**  
**Washington, DC**  
(Address of Principal Executive Offices)

**20037**  
(Zip Code)

**Registrant's telephone number, including area code: (202) 734-3400**

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

On April 25, 2013, Vanda Pharmaceuticals Inc. (“Vanda”) and Bristol-Myers Squibb (“BMS”) entered into an amendment (the “Amendment”) to the Amended and Restated License, Development and Commercialization Agreement, dated as of February 25, 2004, as amended, by and between Vanda and BMS (as amended by the Amendment, the “Agreement”) relating to certain compounds, including tasimelteon, which Vanda is currently developing for the treatment of Non-24-Hour Disorder.

Under the Agreement, Vanda must enter into a development and commercialization agreement with a third party for tasimelteon by the earliest of: (i) the date mutually agreed upon by both parties following the provision by Vanda to BMS of a full written report of the Phase III clinical studies on which Vanda intends to rely for filing for marketing authorization for tasimelteon in its first major market country (such report, being referred to as the “Phase III report”); (ii) the date of the acceptance by a regulatory authority of the filing by Vanda for marketing authorization for tasimelteon in a major market country following the provision by Vanda to BMS of the Phase III report; or (iii) December 31, 2013. If Vanda has not entered into such an agreement with respect to certain major market countries by this deadline, then BMS will have the option to develop and commercialize tasimelteon itself in those countries not covered by a development and commercialization agreement on certain pre-determined terms (the “BMS Option”).

Under the Amendment, the parties added to the Agreement a process that would allow BMS, prior to such deadline, to waive such right to develop and commercialize tasimelteon in those countries not covered by a development and commercialization agreement, by providing Vanda with written notice that it does not wish to develop and commercialize tasimelteon itself in those countries.

On April 25, 2013, subsequent to the execution of the Amendment, BMS provided Vanda with formal written notice that it irrevocably waived the BMS Option to exercise the right to reacquire any or all rights to any Product (as defined in the Agreement) containing tasimelteon, or to develop or commercialize any such product, in the countries not covered by a development and commercialization agreement.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which is filed as Exhibit 10.50 hereto and is hereby incorporated into this report by reference.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

Exhibit  
No.

Description

10.50      Amendment to Amended and Restated License, Development and Commercialization Agreement, dated as of April 25, 2013.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

VANDA PHARMACEUTICALS INC.

By: /s/ JAMES P. KELLY

Name: James P. Kelly

Title: Senior Vice President, Chief Financial Officer,  
Secretary, and Treasurer

Dated: April 29, 2013

**TENTH AMENDMENT TO  
AMENDED AND RESTATED LICENSE,  
DEVELOPMENT AND COMMERCIALIZATION AGREEMENT**

This Tenth Amendment to Amended and Restated License, Development and Commercialization Agreement (the "Tenth Amendment") is entered into effective as of April 25, 2013 (the "Effective Date") by and between Vanda Pharmaceuticals Inc., a Delaware corporation ("Vanda") and Bristol-Myers Squibb Company, a Delaware corporation ("BMS").

WHEREAS, Vanda and BMS are parties to that certain Amended and Restated License, Development and Commercialization Agreement effective February 25, 2004, as amended by prior amendments (the "License Agreement"), relating to certain compounds including tasimelteon (VEC-162, formerly designated as BMS-214778);

WHEREAS, Vanda and BMS desire to further amend the License Agreement as set forth in this Tenth Amendment;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Vanda and BMS agree as follows.

1. All capitalized terms used in this Tenth Amendment shall have the meaning ascribed to such terms in the License Agreement, unless otherwise specified herein. Unless otherwise expressly stated, the Sections referred to herein refer to the Sections in the License Agreement.

2. Section 3.2.1 of the License Agreement was amended under an Amendment to Amended and Restated License, Development and Commercialization Agreement effective as of April 15, 2010 (the "Eighth Amendment") to clarify the commencement date of the BMS Option Period. The parties now desire to allow BMS, in its discretion prior to the start of the BMS Option Period, to waive its right to exercise the BMS Option during the BMS Option Period by providing Vanda with written notice that it does not wish to Develop or Commercialize the Product in the Remaining Countries. Accordingly Section 3.2.1 is hereby amended such that the amended sentences in Section 3.2.1 shall read as follows (only the sentences of Section 3.2.1 applicable to such amendment are set forth below):

At any time during the BMS Option Period, BMS may provide Vanda with written notice that either: (a) it does not wish to Develop or Commercialize the Product in the Remaining Countries; or (b) it wishes to reacquire all rights to the Product in the Remaining Countries ((b) shall be referred to as the "BMS Option"). In addition, at any time prior to the start of the BMS Option Period, BMS may waive its right to exercise the BMS Option during the BMS Option Period by providing Vanda with written notice that it does not wish to Develop or Commercialize the Product in the Remaining Countries. Such option shall be exercisable and such waiver may be made on a Product-by-Product basis. For the avoidance of doubt, if BMS does not exercise the BMS Option for the Remaining Countries within the BMS Option Period, then upon completion of the BMS Option Period, the Vanda Third Party Development Option shall be exercisable for the Remaining Countries for the remainder of the Vanda Third Party Development Option Period.

3. This Tenth Amendment shall not amend or modify the terms, conditions, rights and obligations of the parties under the License Agreement (as amended), except as specifically set forth herein. The License Agreement (as amended) shall continue in full force and effect in accordance with its terms as amended by this Tenth Amendment.

4. This Tenth Amendment may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, BMS and Vanda have caused this Tenth Amendment to be executed by their duly authorized representatives.

**BRISTOL-MYERS SQUIBB COMPANY**

By: /s/ Graham R. Brazier  
(Signature of Authorized Representative)  
Printed Name: Graham R. Brazier  
Title: Vice President Business Development

**VANDA PHARMACEUTICALS INC.**

By: /s/ Mihael H. Polymeropoulos  
(Signature of Authorized Representative)  
Printed Name: Mihael H. Polymeropoulos  
Title: Chief Executive Officer