

PRO PHARMACEUTICALS INC  
Form 8-K  
April 28, 2011

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

Pursuant to Section 13 or 15(d) of the

Securities Exchange Act of 1934

April 22, 2011

Date of Report (Date of earliest event reported)

**PRO-PHARMACEUTICALS, INC.**

(Exact Name of Registrant as Specified in Charter)

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(State or Other Jurisdiction

(Commission

(IRS Employer

of Incorporation)

File Number)

Identification No.)

7 WELLS AVENUE

NEWTON, MASSACHUSETTS

02459

(Address of Principal Executive Offices) (Zip Code)

(617) 559-0033

(Registrant's telephone number, including area code)

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 (*see* General Instruction A.2. below):

- .. 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))

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

On April 22, 2011, Pro-Pharmaceuticals, Inc. (the Company or we ) entered into a Master Services Agreement (the Agreement ) with Sigma-Aldrich, Inc. in which Sigma-Aldrich agreed to provide services pursuant to work orders we deliver from time to time for projects including clinical trial services, statistical programming and analysis, data processing, data management, regulatory, clerical, project management, central laboratory services, pre-clinical services and other research and development services. We are required to pay fees, expenses and pass-through costs in accordance with a budget and payment schedule in each work order. The Agreement has a three year term unless earlier terminated. We have exclusive property rights to all data, information, inventions, improvements in know-how and other items relating to drugs or products covered by the Agreement and any work order that result from the services of Sigma-Aldrich, and Sigma-Aldrich has agreed to assign its rights in all such inventions and related patents to the Company.

The foregoing description of the Master Services Agreement is not complete and is qualified in its entirety the entire text thereof, a copy of which is attached as Exhibit 10.1 to this report and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits.**

10.1 Master Services Agreement dated April 22, 2011, between Pro-Pharmaceuticals, Inc. and Sigma-Aldrich, Inc.

**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.

PRO-PHARMACEUTICALS, INC.

By: /s/ Anthony D. Squeglia  
Anthony D. Squeglia  
Chief Financial Officer

Date: April 28, 2011

EXHIBIT INDEX

**Exhibit  
Number**

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