
**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**

Date of Report (Date of earliest event reported): **August 7, 2025**

ADAPT IMMUNE THERAPEUTICS PLC

(Exact name of registrant as specified in its charter)

England and Wales
(State or other jurisdiction of
incorporation)

1-37368
(Commission File Number)

Not Applicable
(IRS Employer Identification No.)

**60 Jubilee Avenue, Milton Park
Abingdon, Oxfordshire OX14 4RX
United Kingdom**

(Address of principal executive offices, including zip code)

(44) 1235 430000
(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:

- ☐ 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</u>	<u>Name of each exchange on which registered</u>
American Depositary Shares, each representing 6 Ordinary Shares, par value £0.001 per share	ADAP	The Nasdaq Capital 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. ☐

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On August 7, 2025, Adaptimmune, LLC (“Adaptimmune”), a wholly-owned subsidiary of Adaptimmune Therapeutics plc (the “Company”), entered into a separation agreement (the “Separation Agreement”) with Dr. Elliot Norry whose employment as the Company’s Chief Medical Officer has been terminated effective as of August 8, 2025 (the “Separation Date”) by reason of redundancy. The Separation Agreement will be effective as of August 15, 2025 (the “Effective Date”).

The Separation Agreement provides that Adaptimmune will pay Dr. Norry a severance payment equal to 12 months base salary for 2025, in the amount of \$478,135, less all applicable deductions and withholdings and a payment equal to the gross value of nine months of health care coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) totaling \$30,965.73. These payments will be made in lump-sum form on the next available month-end pay date following the Effective Date provided that Dr. Norry has not validly revoked the Separation Agreement before the Effective Date. Dr. Norry acknowledged and agreed that the payments are in full satisfaction of the Company’s obligations under its Executive Severance Policy dated March 10, 2017, as amended. Market value options covering ordinary shares (the “Market Value Options”) granted to Dr. Norry pursuant to the rules of the Adaptimmune Therapeutics plc Employee 2016 Share Option Scheme and related plan documents (collectively, the “Plan”) will continue to vest until the Separation Date, subject to the relevant Plan rules and in accordance with the respective vesting schedules. Dr. Norry will be permitted a period of 12 months from the Separation Date to exercise the Market Value Options that have vested by the Separation Date. The further terms and conditions of his share options are governed by the relevant Plan rules.

On August 7, 2025, the Company entered into a letter agreement with Dr. Joanna Brewer (the “Brewer Letter Agreement”) in connection with the termination of her role as the Company’s Chief Scientific Officer. The Brewer Letter Agreement provides that Dr. Brewer’s employment with Adaptimmune Limited will end on August 31, 2025 (the “Termination Date”) by reason of redundancy and pursuant to the Company’s Executive Severance Policy dated March 10, 2017, as amended, Adaptimmune Limited will pay Dr. Brewer a severance payment equal to 12 months base salary for 2025, in the amount of £344,844 (equivalent to approximately \$460,639*) subject to deduction of applicable taxes. Dr. Brewer will be eligible to receive reimbursement of her healthcare benefits for 12 months following the Termination Date or to receive a payment equal to their value. Market Value Options granted to Dr. Brewer pursuant to the Plan will continue to vest until the Termination Date, subject to the relevant Plan rules and in accordance with the respective vesting schedules. Dr. Brewer will be permitted a period of 12 months from the Termination Date to exercise the Market Value Options that have vested by the Termination Date. The further terms and conditions of her share options are governed by the relevant Plan rules.

As previously announced on December 19, 2024, the Company entered into a letter agreement with Gavin Wood on December 18, 2024 in connection with the termination of his employment as Chief Financial Officer on May 31, 2025 by reason of redundancy (the “Wood Letter Agreement”). As previously disclosed, on April 14, 2025, the Company entered into a variation to the Wood Letter Agreement (the “Variation Letter Agreement”) with Mr. Wood. The Variation Letter Agreement provided that Mr. Wood’s employment with Adaptimmune Limited will end on August 31, 2025 (the “Revised Termination Date”) by reason of redundancy. The terms of his severance are governed by the Company’s Executive Severance Policy dated March 10, 2017, as amended, which include a severance payment equal to 12 months base salary for 2025, eligibility for a pro rata bonus for 2025 at the discretion of the Remuneration Committee which amounts to £111,417 (equivalent to approximately \$148,830*) and reimbursement of healthcare benefits for 12 months following the Revised Termination Date or a payment equal to their value. All payments will be subject to deduction of applicable taxes. Market Value Options granted to Mr. Wood pursuant to the Plan will continue to vest until the Revised Termination Date, subject to the relevant Plan rules and in accordance with the respective vesting schedules. Mr. Wood will be permitted a period of 12 months from the Revised Termination Date to exercise the Market Value Options that have vested by the Revised Termination Date. The further terms and conditions of his share options are governed by the relevant Plan rules.

The foregoing summary of the Separation Agreement and the Brewer Letter Agreement is qualified in its entirety by reference to the complete text of the Separation Agreement and of the Brewer Letter Agreement, a copy of which is filed as Exhibit 10.1 and Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

*Compensation paid to Dr. Brewer and Mr. Wood is denominated in pounds sterling. The amounts for Dr. Brewer and Mr. Wood above have been converted based on the pound sterling/U.S. dollar exchange rate of (£1/\$1.33579).

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Exhibit
10.1	Separation Agreement dated as of August 7, 2025 by and between Adaptimmune, LLC and Elliot Norry.
10.2	Brewer Letter Agreement dated August 7, 2025
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

ADAPTIMMUNE THERAPEUTICS PLC

Date: August 7, 2025

By: /s/ Margaret Henry

Name: Margaret Henry

Title: Corporate Secretary

SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT (the “**Agreement**”) is made and entered into on August 7, 2025 by and between Adaptimmune, LLC (“**Adaptimmune**”) and Elliot Norry (“**Norry**”) and is effective as of the Effective Date as defined in Section 9 below.

WHEREAS, Norry and Adaptimmune previously entered into an Employment Agreement, dated as of December 16, 2020 (the “**Employment Agreement**”).

WHEREAS, Norry’s employment with Adaptimmune shall end, and Adaptimmune and Norry wish to conclude their employment relationship on mutually satisfactory terms and to settle fully and finally all matters and potential disputes that Norry may have with Adaptimmune and certain others.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, Adaptimmune and Norry hereby agree as follows:

1. **Separation from Employment.** Norry’s employment with Adaptimmune will end permanently and irrevocably effective August 8, 2025 (“**Separation Date**”).

2. **Payment.** If Norry timely executes and is and remains in compliance with this Agreement, Adaptimmune shall pay Norry the following amounts, collectively defined as the “**Payment**”:

- i. A payment equal to the gross value of twelve (12) months’ base pay, in the amount of \$478,135, less all applicable deductions and withholdings; and
- ii. A payment equal to the gross value to cover twelve (12) months of health care coverage through COBRA totaling a net of \$30,965.73.

The Payment will be made in lump-sum form in the next available Company month-end pay date following the Effective Date of this Agreement assuming that Norry has not validly revoked the Agreement. Norry acknowledges and agrees that the Payment is in full satisfaction of Adaptimmune’s obligations to Norry under the Executive Severance Policy dated March 10, 2017, as amended (the “**Severance Policy**”). Norry will be entitled to any accrued and unused vacation time, as communicated separately, regardless of whether Norry elects to sign this Agreement.

Norry’s share options will continue to vest, subject to the rules of the Adaptimmune Therapeutics plc Employee 2016 Share Option Scheme and related plan documents (collectively, the “**Plan**”) and in accordance with the respective vesting schedules, until the Separation Date. Subject to the Plan rules and any applicable legal or regulatory requirements, Norry will be permitted a period of 12 months from the Separation Date to exercise market value share options that have vested as of the Separation Date. All unvested share options as of the Separation Date will lapse and be forfeited as of the Separation Date. The further terms of Norry’s share options are governed by the Plan rules. Norry understands and agrees that he will not receive any payment or other compensation from Adaptimmune in respect of his share options and shares.

Regardless of whether Norry enters into this Agreement, Norry will remain eligible to receive group health benefits (medical and dental) through the end of the month of the Separation Date in accordance with plan terms and enrollment status, and will receive a notice of rights under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), pursuant to which Norry can, if eligible, elect to extend health benefits on a self-pay basis. If Norry enters into this Agreement, Norry will receive the taxable lump sum cash payment identified in Section 2(ii) above intended for use to extend health benefits under COBRA. However, this amount is not legally restricted as to use and it will be paid regardless of whether Norry actually enrolls for COBRA coverage. To receive COBRA coverage, Norry must fulfill all enrollment requirements and pay all applicable premiums in a timely manner. Adaptimmune will not enroll Norry for COBRA coverage or pay any COBRA premiums on Norry's behalf.

3. **No Further Employment-Related Payments, Benefits or Rights.** Norry acknowledges entering into the Employment Agreement in exchange for adequate consideration, and Norry hereby reaffirms Norry's commitments and obligations under the Employment Agreement that remain in effect during and after the Separation Date, including but not limited to Norry's obligations under Sections 5 through 24 of the Employment Agreement (the "**Continuing Obligations**"). Norry further acknowledges that Norry has a copy of the Employment Agreement, that Norry has read the Employment Agreement again before signing this Agreement, and that the consideration Norry received in exchange for signing the Employment Agreement was adequate and reasonable. Norry further acknowledges that, other than the Payment described in Section 2 above, Norry has received payment in full of all of the compensation, benefits and/or payments of any kind due to Norry from Adaptimmune and any other Released Parties (as defined below) related to Norry's employment and under the Employment Agreement and the Severance Policy, including all compensation (including both straight time and overtime), bonuses, expense reimbursements, payments to or from benefit plans, unused accrued vacation time, personal time, severance, sick pay or any other payment under a plan, program, practice or promise of Adaptimmune or that of any other Released Parties (as defined below). Norry further acknowledges that Norry is not, and shall not be, entitled to receive from Adaptimmune or any other Released Parties any payments, benefits or perquisites (whether monetary and non-monetary) other than those expressly described in this Agreement.

4. **General Release.** In consideration of the promises contained herein and intending to be legally bound, Norry, for Norry, Norry's heirs, executors, administrators, successors, assigns, and legal and personal representatives, hereby unconditionally and irrevocably remises, releases, and forever discharges Adaptimmune and each and every one of its subsidiaries and related or affiliated entities (together, the "**Entities**") and each of the Entities' current and former directors, members, officers, shareholders, employees, agents, and attorneys (collectively, the "**Released Parties**") of and from any and all claims, causes of action, liabilities, obligations, controversies, damages, lawsuits, debts, demands, costs, charges and/or expenses (including attorneys' fees and costs) of any nature whatsoever, asserted or unasserted, known or unknown, suspected or unsuspected, that Norry ever had, now has or hereafter may have against Adaptimmune or any of the other Released Parties that arose at any time regarding any matter up to and including the date of this Agreement. Without in any way limiting the generality of the foregoing, Norry specifically acknowledges and agrees that the claims released herein include, to the fullest extent permitted by law, (a) all claims arising under any federal, state or local statute, ordinance, or regulation, including but not limited to the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act (WARN), in each case as amended, (b) all claims arising under any common law principle, including claims for breach of any implied or express contract or quasi-contract, wrongful

discharge, constructive discharge, defamation, unjust enrichment, or negligent or intentional infliction of emotional distress, (c) all claims arising out of or relating to Norry's employment with Adaptimmune or any of the other Released Parties or the termination of that employment, including any claims under Norry's employment, the Plan, or the Severance Policy, and (d) all claims for any attorneys' fees and costs. Notwithstanding the foregoing, Norry does not release the Released Parties from any claims that Norry may have (w) under this Agreement, (x) for unemployment insurance benefits, (y) arising out of facts occurring after the date of Norry's execution of this Agreement, or (z) that as a matter of federal and/or state law may not be waived, and this release is subject to Section 13 below. Further, Norry is not waiving any claim to benefits under retirement benefits or savings and investment plans Adaptimmune may have, subject to their terms, or to file a claim for benefits under Section 502(a)(1)(B) of ERISA, to the extent applicable, although Norry does waive any rights to claim penalties, any claim under Section 510 or 511 of ERISA, or relief for any alleged breach of fiduciary duties under any ERISA-governed plans.

5. **Covenant Not To Sue.** Norry agrees that neither Norry nor any person or entity on Norry's behalf shall commence, maintain or prosecute any lawsuit or court complaint against Adaptimmune or any of the other Released Parties with respect to any act, omission or other matter that is released by the provisions of the preceding Section. This Section shall not operate to waive any rights that may not legally be waived, nor shall it preclude Norry from bringing an action under this Agreement. Norry affirms that, as of this date, Norry has not taken or initiated any action encompassed by this Section.

6. **Mutual Non-Disparagement.** Subject to Section 13 below, Norry shall not communicate or publish, directly or indirectly, any disparaging comments or information about Adaptimmune or any of the other Released Parties or make any comments that would in any way place any of these entities and individuals in a negative light. Adaptimmune shall not communicate or publish, directly or indirectly, any disparaging comments or information about Norry or make any comments that would in any way place Norry in a negative light. Nothing in this Section, however, prohibits either Norry or Adaptimmune from making any communication that Norry or Adaptimmune, respectively, is required or entitled to make by nonwaivable law.

7. **Employment Reference.** Any professional reference concerning Norry's employment with Adaptimmune shall be limited only to disclosure of Norry's job title and dates of employment subject to all such inquiries being made to Adaptimmune's Global Head of Human Resources.

8. **Knowing and Voluntary Agreement.** Norry acknowledges that Norry has carefully read and reviewed this Agreement and fully understands that Norry enters into it knowingly and voluntarily. Norry acknowledges that in compliance with the Older Workers Benefit Protection Act (OWBPA), Adaptimmune has informed Norry of the group of individuals who were considered and who were selected for separation as part of the same action resulting in Norry's separation from employment by providing Norry a disclosure document showing the job titles and ages of all such employees (the "**Disclosure**"). Norry understands and acknowledges that the release provided in this Agreement is in exchange for consideration that is in addition to anything to which Norry is already entitled and that, by this Section, Adaptimmune has advised Norry to consult with an attorney of Norry's choosing prior to executing this Agreement and Norry hereby warrants and represents that Norry has either consulted with Norry's counsel or knowingly opted not to seek such consultation. Norry acknowledges that neither Adaptimmune nor any of its employees, representatives or attorneys have made any representations or promises concerning the terms or effects of this Agreement other

than those contained herein.

9. **Consideration Period; Right to Revoke Agreement; Effective Date.** Norry acknowledges that Norry has been given a period of at least forty-five (45) calendar days within which to consider this Agreement before signing it (the “**Consideration Period**”) although Norry may elect to sign it sooner, and Adaptimmune and Norry agree that any changes to this Agreement, whether material or immaterial, have not re-started the running of the Consideration Period. Norry may revoke or cancel the acceptance of this Agreement within seven (7) calendar days after execution of it by notifying Adaptimmune of Norry’s desire to do so in writing delivered to Adaptimmune at: (i) 60 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RX, or (ii) legal@adaptimmune.com. To be effective, Adaptimmune must receive such notice of revocation or cancellation before the close of business on the seventh (7th) calendar day following Norry’s execution of this Agreement. Norry understands and agrees that Norry shall not be entitled to the benefits and Payment provided under this Agreement if Norry revokes this Agreement in the time and manner described above. This Agreement shall be effective on the eighth (8th) calendar day after Norry’s execution of the Agreement (“**Effective Date**”), assuming that Norry has not validly revoked the Agreement.

10. **Enforcement.** Norry acknowledges that any compensation (including the Payment) conditioned on timely execution, nonrevocation and noncancellation, and adherence to the terms, of this Agreement shall be subject, to the extent permitted by law, to return or reimbursement (if already paid) to Adaptimmune or cancelled and forever discharged by Adaptimmune (if not yet paid), with the remaining terms of the Agreement remaining in full force and effect.

11. **Governing Law.** This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the Commonwealth of Pennsylvania, without reference to the principles of conflicts of law otherwise applicable therein. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party.

12. **Good Faith Settlement and Non-Admission of Liability.** Norry agrees that the Payment made pursuant to this Agreement is a good faith settlement of claims and is not to be construed as an admission of legal liability by Adaptimmune and the other Released Parties and that no person or entity shall utilize this Agreement, or the consideration received pursuant to this Agreement, as evidence of any admission of liability. Norry agrees not to assert that this Agreement is an admission of guilt or wrongdoing and acknowledges that Adaptimmune and the other Released Parties does not believe or admit that it has done anything wrong or engaged in any conduct for which it is liable to Norry.

13. **Non-Interference.** For clarity, Adaptimmune confirms that nothing in this Agreement – including in the Continuing Obligations, Non-Disparagement, General Release, and Covenant Not to Sue provisions – is intended to prohibit Norry from filing a charge with any agency which enforces anti-discrimination or other employment laws, or from cooperating with or providing truthful information to any governmental agency. However, Norry understands that by signing this Agreement and not revoking it, Norry is waiving the right to recover any money from Adaptimmune or any other Released Parties, other than the Payment. Further, nothing in this Agreement shall prevent either party from disclosing facts related to claims of discrimination, retaliation or harassment. Nothing in this Agreement requires confidentiality of discrimination, retaliation or harassment allegations.

14. **Section 409A Compliance.** All payments or benefits under this Agreement are subject to any applicable employment or tax withholdings or deductions. In addition, the parties hereby agree that it is their intention that all payments or benefits provided under this Agreement comply with an exemption from Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) as a short-term deferral and this Agreement shall be interpreted accordingly. Norry is hereby advised to seek independent advice from her tax advisor(s) with respect to the application of the exemption from Section 409A of the Code to any payments or benefits under this Agreement. Notwithstanding the foregoing, Adaptimmune does not guarantee the tax treatment of any payments or benefits under this Agreement, including without limitation under the Code, federal, state, or local laws.

15. **Entire Agreement.** This Agreement, together with the Disclosure, sets forth the entire agreement between the parties with respect to the subject matter hereof and fully supersedes any and all written or oral contracts, agreements or understandings between the parties pertaining to the subject matter hereof; provided, however, that, notwithstanding the foregoing, Norry re-affirms and shall remain bound by the post-separation obligations set forth in any document between Norry and Adaptimmune, including but not limited to the Continuing Obligations under the Employment Agreement. Norry agrees to notify Adaptimmune in writing prior to accepting any offer of employment that may conflict in any way with any such post-separation obligations.

BY SIGNING THIS AGREEMENT, EMPLOYEE ACKNOWLEDGES DOING SO VOLUNTARILY AFTER CAREFULLY READING AND FULLY UNDERSTANDING EACH PROVISION AND ALL OF THE EFFECTS OF THIS AGREEMENT, WHICH INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS AND A RESTRICTION ON FUTURE LEGAL ACTION AGAINST ADAPT IMMUNE AND OTHER RELEASED PARTIES.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties execute this Separation Agreement.

Employee:

For Adaptimmune, LLC:

By: /s/ Elliot Norry
Printed Name: Elliot Norry
Date: August 7, 2025

By: /s/ Adrian Rawcliffe
Printed Name: Adrian Rawcliffe
Title: CEO
Date: August 7, 2025

Exhibit 10.2

7 August 2025

Dr Joanna Brewer
[*]

Dear Jo

I am writing to set out the arrangements which the Remuneration Committee of the board of directors of Adaptimmune Therapeutics plc (the "Company") has agreed in relation to the termination of your employment by reason of redundancy.

- Your role as Chief Scientific Officer of the Company and your employment with Adaptimmune Limited will terminate on 31 August 2025 (the "Termination Date") by reason of redundancy. You will continue to enjoy your base salary and benefits until the Termination Date subject to your employment agreement dated 4 May 2022 (the "Employment Agreement") and the usual processes.
- Within 60 days of the Termination Date, you will receive a severance payment of £344,844 in accordance with the Executive Severance Policy dated 10 March 2017, as amended. This amount equates to 12 months' annual base salary effective for the year commencing 1 January 2025 and is inclusive of a payment in lieu of notice under clause 3.2 of the Employment Agreement and your entitlement to statutory redundancy pay.
- The payment in lieu of notice shall be subject to the usual deductions for tax and national insurance contributions. Of the balance, the first £30,000 will be tax free, as a termination award under the threshold within the meaning of sections 402A(1) and 403 of ITEPA, and the remainder will be taxable as a termination award exceeding the threshold within the meaning of sections 402A(1) and 403 of ITEPA and income tax shall be deducted at the appropriate rate.
- You will also be paid for any accrued unused holiday and any accrued benefits as at the Termination Date.
- You may opt to receive reimbursement of the cost of continuation of your healthcare benefits for 12 months following the Termination Date or, alternatively, to receive payment of the cash equivalent of the cost to the Company of providing your healthcare benefits for such period.
- Your share options will continue to vest, subject to the relevant plan rules and in accordance with the respective vesting schedule until the Termination Date. You will be permitted a period of 12 months from the Termination Date to exercise those market value share options that shall have vested by the Termination Date. The further terms of your share options are governed by the relevant plan rules.
- All obligations in the Employment Agreement which are expressed to survive the termination of your employment, including clauses 15, 17, 18, and 21, shall remain in full force and effect after the Termination Date unless we agree otherwise in writing.

Adaptimmune Therapeutics plc, 60 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RX, United Kingdom
T: +44 (0)1235 430000 www.adaptimmune.com Registered in England no: 09338148



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Please do let me know if you have any queries.

Yours sincerely

/s/ Adrian Rawcliffe

Adrian Rawcliffe

**Chief Executive Officer
Adaptimmune Therapeutics plc**

I confirm I agree to the arrangements set out in this letter.

/s/ Joanna Brewer

Joanna Brewer

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