

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 10-K/A  
Amendment No. 1**

(Mark One)

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended: December 31, 2004

or

- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number: 000-50797

**MOMENTA PHARMACEUTICALS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation or organization)

**04-3561634**

(I.R.S. Employer Identification No.)

**675 West Kendall Street, Cambridge, Massachusetts 02142**

(Address of principal executive offices) (zip code)

Registrant's telephone number, including area code: **(617) 491-9700**

Securities registered pursuant to Section 12(b) of the Act: **None**

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

**Common Stock, \$.0001 par value**

(Title of class)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Act). Yes  No

The aggregate market value of voting Common Stock held by non-affiliates of the registrant as of June 30, 2004 was \$71,194,976 based on the last reported sale price of the Common Stock on the Nasdaq Stock Market on that date.

Number of shares outstanding of the registrant's Common Stock as of March 15, 2005: 25,483,245.

**Documents incorporated by reference:**

Portions of the information required by Part III of Form 10-K will appear in the registrant's definitive Proxy Statement on Schedule 14A for the 2005 Annual Meeting of Stockholders and are hereby incorporated by reference into this report.

---

---

#### **EXPLANATORY NOTE**

The Company is filing this Amendment No. 1 to its Annual Report on Form 10-K for the year ended December 31, 2004, as originally filed with the Securities and Exchange Commission on March 31, 2005, for the sole purpose of revising the portions of two exhibits for which the Company is requesting confidential treatment. This Amendment No. 1 on Form 10-K/A does not change the previously reported financial statements or any of the other disclosure contained in the original Form 10-K. Part IV is also being amended to add new certifications in accordance with Rule 13a-14(a) of the Securities Exchange Act of 1934.

---

**PART IV**

**Item 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

- (a) The Exhibits listed in the Exhibit Index immediately preceding the Exhibits are filed as a part of this Annual Report on Form 10-K.
-

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) 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.

MOMENTA PHARMACEUTICALS, INC.

Date: July 13, 2005

By: \_\_\_\_\_ /s/ ALAN L. CRANE

\_\_\_\_\_  
Alan L. Crane  
Chief Executive Officer

---

## EXHIBIT INDEX

Exhibit Number	Description	Form or Schedule	Incorporated by Reference to		
			Exhibit No.	Filing Date with SEC	SEC File Number
3.1	Third Amended and Restated Certificate of Incorporation	S-1	3.3	03/11/2004	333-113522
3.2	Second Amended and Restated By-Laws	S-1	3.4	03/11/2004	333-113522
4.1	Specimen Certificate evidencing shares of common stock	S-1/A	4.1	06/15/2004	333-113522
4.2	Warrant to Purchase Stock, dated December 27, 2002, issued to Silicon Valley Bank; Acknowledgment and Agreement, dated February 25, 2004, by Silicon Valley Bankshares	S-1	4.2	03/11/2004	333-113522
4.3	Second Amended and Restated Investors' Rights Agreement, dated February 27, 2004, by and among the Purchasers listed therein, the Founders listed therein and the Registrant; Amendment No. 1 to Second Amended and Restated Investors' Rights Agreement dated June 10, 2004, by and among the Registrant and the Investors set forth therein	S-1/A	4.3	06/15/2004	333-113522
10.1#	Amended and Restated 2002 Stock Incentive Plan	S-1	10.1	03/11/2004	333-113522
10.2#	2004 Stock Incentive Plan	S-1/A	10.2	04/16/2004	333-113522
10.3#	Form of Incentive Stock Option Agreement for 2004 Stock Incentive Plan	10-Q	10.1	08/16/2004	000-50797
10.4#	Form of Nonstatutory Stock Option Agreement for 2004 Stock Incentive Plan	10-Q	10.2	08/16/2004	000-50797
10.5#	2004 Employee Stock Purchase Plan	S-1/A	10.3	04/16/2004	333-113522
10.6†	Collaboration and License Agreement, dated November 1, 2003, by and among Biochemie West Indies, N.V., Geneva Pharmaceuticals, Inc. and the Registrant	S-1/A	10.4	05/11/2004	333-113522

10.7†	Amended and Restated Exclusive Patent License Agreement, dated November 1, 2002, by and between the Massachusetts Institute of Technology and the Registrant (the "November 1, 2002 M.I.T. License"); First Amendment to the November 1, 2002 M.I.T. License, dated November 15, 2002, by and between the Massachusetts Institute of Technology and the Registrant; Letter Agreement, dated September 12, 2003, between the Massachusetts Institute of Technology and the Registrant; Letter Agreement, dated October 22, 2003, between the Massachusetts Institute of Technology and the Registrant; Second Amendment to the November 1, 2002 M.I.T. License, dated November 19, 2003, by and between the Massachusetts Institute of Technology and the Registrant; Third Amendment to the November 1, 2002 M.I.T. License, dated April 2, 2004, by and between the Massachusetts Institute of Technology and the Registrant	S-1/A	10.5	05/11/2004	333-113522
10.8†	Exclusive Patent License Agreement, dated October 31, 2002, by and between the Massachusetts Institute of Technology and the Registrant (the "October 31, 2002 M.I.T. License"); First Amendment to the October 31, 2002 M.I.T. License, dated November 15, 2002, by and between the Massachusetts Institute of Technology and the Registrant	S-1/A	10.6	05/11/2004	333-113522
10.9†	Fourth Amendment to the Amended and Restated Exclusive Patent License Agreement, dated November 1, 2002, by and between Massachusetts Institute of Technology and the Registrant	10-Q	10.3	08/16/2004	000-50797
10.10†	Second Amendment to the Exclusive Patent License Agreement, dated October 31, 2002, by and between the Massachusetts Institute of Technology and the Registrant	10-Q	10.4	08/16/2004	000-50797
10.11†	License Agreement for Installing Novel Functional Groups for Therapeutics, dated November 20 2002, by and between The Regents of the University of California through the Ernest Orlando Lawrence Berkeley National Laboratory and the Registrant	S-1/A	10.7	05/11/2004	333-113522
10.12	Letter Agreement, dated November 16, 2004, between the Regents of the University of California through the Ernest Orlando Lawrence Berkley National Laboratory and the Registrant	10-K	10.12	03/31/2005	000-50797
*10.13	Letter Agreement, dated February 8, 2005, between the Regents of the University of California through the Ernest Orlando Lawrence Berkley National Laboratory and the Registrant				000-50797

---

10.14†	Development and Production Agreement for Active Pharmaceutical Ingredient, dated October 10, 2003, by and among Siegfried (USA), Inc., Siegfried Ltd. and the Registrant; Letter Agreement, dated February 14, 2004, by and between Siegfried (USA), Inc., Siegfried Ltd. and the Registrant; Letter Agreement, dated May 17, 2004, by and between Siegfried (USA), Inc., Siegfried Ltd. and the Registrant	S-1/A	10.8	05/21/2004	333-113522
*10.15†	Letter Agreement, dated January 26, 2005, between Siegfried (USA), Inc. and Siegfried Ltd. ("Siegfried") and the Registrant				000-50797
10.16†	Letter Agreement, dated February 1, 2005 between Siegfried and the Registrant	10-K	10.16	03/31/2005	000-50797
10.17†	Letter Agreement, dated February 11, 2005, between Siegfried and the Registrant	10-K	10.17	03/31/2005	000-50797
10.18	Letter of Agreement Amending Development and Production Agreement for Active Pharmaceuticals Ingredient, dated September 29, 2004, by and between Siegfried (USA), Inc., Siegfried Ltd. and the Registrant	10-Q	10.8	11/12/2004	000-50797
10.19#	Employment Agreement, dated March 15, 2002, by and between Alan L. Crane and the Registrant	S-1	10.9	03/11/2004	333-113522
10.20#	Restricted Stock Purchase Agreement, dated June 13, 2001, by and between Alan L. Crane and the Registrant	S-1	10.10	03/11/2004	333-113522
10.21#	Restricted Stock Purchase Agreement, dated March 15, 2002, by and between Alan L. Crane and the Registrant	S-1	10.11	03/11/2004	333-113522
10.22#	First Amended and Restated Employment Agreement, dated April 10, 2002, by and between Ganesh Venkataraman and the Registrant	S-1	10.12	03/11/2004	333-113522
10.23#	Restricted Stock Purchase Agreement, dated June 13, 2001, by and between Ganesh Venkataraman and the Registrant	S-1	10.13	03/11/2004	333-113522
10.24#	Reallocation of Founder Shares Agreement, dated April 10, 2002, by and among Ganesh Venkataraman, Ram Sasisekharan, Robert S. Langer, Jr., Polaris Venture Partners III, L.P. and the Registrant	S-1	10.14	03/11/2004	333-113522
10.25#	Employment Agreement, dated April 10, 2002, by and between Susan Whoriskey and the Registrant	S-1	10.15	03/11/2004	333-113522
10.26#	Restricted Stock Purchase Agreement, dated April 10, 2002, by and between Susan Whoriskey and the Registrant	S-1	10.16	03/11/2004	333-113522

10.27#	Consulting Agreement, dated July 23, 2001, by and between Robert S. Langer, Jr. and the Registrant; Letter of Extension dated June 23, 2003	S-1	10.17	03/11/2004	333-113522
10.28#	Letter of Extension to Consulting Agreement, dated July 12, 2004, by and between Robert S. Langer and the Registrant	10-Q	10.2	11/12/2004	000-50797
10.29#	Restricted Stock Purchase Agreement, dated June 13, 2001, by and between Robert S. Langer, Jr. and the Registrant	S-1	10.18	03/11/2004	333-113522
10.30#	Consulting Agreement, dated August 16, 2001, by and between Ram Sasisekharan and the Registrant; Letter of Extension dated August 1, 2003	S-1	10.19	03/11/2004	333-113522
10.31#	Letter of Extension to Consulting Agreement, dated July 12, 2004, by and between Ram Sasisekharan and the Registrant	10-Q	10.1	11/12/2004	000-50797
10.32#	Restricted Stock Purchase Agreement, dated June 13, 2001, by and between Ram Sasisekharan and the Registrant	S-1	10.20	03/11/2004	333-113522
10.33#	Consulting Agreement, dated September 18, 2002, by and between Peter Barton Hutt and the Registrant; Letter of Extension dated September 29, 2003	S-1	10.21	03/11/2004	333-113522
10.34#	Amendment to Letter of Extension, dated October 4, 2004, between Peter Barton Hutt and the Registrant	10-Q	10.3	11/12/2004	000-50797
10.35#	Restricted Stock Purchase Agreement, dated June 13, 2001, by and between Peter Barton Hutt and the Registrant	S-1	10.22	03/11/2004	333-113522
10.36	Loan and Security Agreement, dated December 27, 2002, by and between Silicon Valley Bank and the Registrant	S-1	10.23	03/11/2004	333-113522
10.37	First Loan Modification Agreement, dated December 28, 2004, between Silicon Valley Bank and the Registrant	10-K	10.37	03/31/2005	000-50797
10.38	Loan and Security Agreement, dated December 28, 2004, between Silicon Valley Bank and the Registrant	10-K	10.38	03/31/2005	000-50797
10.39	Sublease, dated February 25, 2002, by and between Curis, Inc. and the Registrant	S-1	10.24	03/11/2004	333-113522
10.40	Letter Agreement Amending Sublease, dated August 17, 2004, by and between Curis, Inc., Fresh Pond Research Park Trust and the Registrant	10-Q	10.5	11/12/2004	000-50797
10.41	Commercial Lease Agreement (68 Moulton Street—3rd Floor), dated October 16, 2003, by and between 68 Moulton Street Realty Trust and the Registrant; Extension of Lease dated February 11, 2004	S-1	10.25	03/11/2004	333-113522

---



10.42	Extension of Lease (68 Moulton Street—3rd Floor), dated July 13, 2004, by and between 68 Moulton Street Realty Trust and the Registrant	10-Q	10.7	11/12/2004	000-50797
10.43	Commercial Lease Agreement (68 Moulton Street—2nd Floor), dated February 1, 2004, by and between 68 Moulton Street Realty Trust and the Registrant	S-1	10.26	03/11/2004	333-113522
10.44	Extension of Lease (68 Moulton Street—2nd Floor), dated July 13, 2004, by and between 68 Moulton Street Realty Trust and the Registrant	10-Q	10.6	11/12/2004	000-50797
10.45†	Sublease Agreement, dated September 14, 2004, by and between Vertex Pharmaceuticals Incorporated and the Registrant	10-Q	10.9	11/12/2004	000-50797
10.46#	Industry Consulting Agreement, October 4, 2004, between Bennett M. Shapiro and the Registrant	10-Q	10.4	11/12/2004	000-50797
10.47	Letter Agreement, dated November 15, 2004, between Joseph E. Tyler and the Registrant	10-K	10.47	03/31/2005	000-50797
10.48#	Executive Officer Compensation Summary	10-K	10.48	03/31/2005	000-50797
10.49#	Non-Employee Director Compensation Summary	10-K	10.49	03/31/2005	000-50797
21.1	List of Subsidiaries	S-1	21.1	03/11/2004	333-113522
*23.1	Consent of Ernst & Young LLP				000-50797
*31.1	Certification of Chief Executive Officer pursuant to Exchange Act Rules 13a-14 or 15d-14, as adopted pursuant to Section 302 of Sarbanes-Oxley Act of 2002				000-50797
*31.2	Certification of Chief Financial Officer pursuant to Exchange Act Rules 13a-14 or 15d-14, as adopted pursuant to Section 302 of Sarbanes-Oxley Act of 2002				000-50797
32.1	Certification of Chief Executive Officer pursuant to Exchange Act Rules 13a-14(b) or 15d-14(b) and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of Sarbanes-Oxley Act of 2002	10-K	32.1	03/31/2005	000-50797
32.2	Certification of Chief Financial Officer pursuant to Exchange Act Rules 13a-14(b) or 15d-14(b) and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of Sarbanes-Oxley Act of 2002	10-K	32.2	03/31/2005	000-50797

\* Filed herewith.

† Confidential treatment requested as to certain portions, which portions are omitted and filed separately with the Securities Exchange Commission.

# Management contract or compensatory plan or arrangement filed as an Exhibit to this report pursuant to Items 15(a) and 15(c) of Form 10-K.

QuickLinks

[Documents incorporated by reference](#)

[EXPLANATORY NOTE](#)

[PART IV](#)

[Item 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES](#)

[SIGNATURES](#)

[EXHIBIT INDEX](#)

February 8, 2005

BY OVERNIGHT COURIER

Viviana Wolinsky, Licensing Manager  
Ernest Orlando Lawrence Berkeley National Laboratory  
1 Cyclotron Road, MS 90R1070  
Berkeley, California 94720-8125

Re: LICENSE AGREEMENT/L-03-1370

Dear Ms. Wolinsky:

Reference is made to the License Agreement for Installing Novel Functional Groups for Therapeutics between Momenta Pharmaceuticals, Inc. ("Momenta") and the Regents of the University of California through the Ernest Orlando Lawrence Berkeley National Laboratory ("Berkeley Lab") dated November 20, 2002, as amended by letter agreement dated November 16, 2004 (the "Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Agreement.

Momenta has provided Berkeley Lab with a confidential strategic plan pertaining to Licensed Products. Berkeley has accepted such strategic plan in substitution for the milestones listed in Exhibit A to the Agreement with the understanding that Momenta shall fund, or cause its Affiliates, sublicensees and/or corporate partners to fund, no less than \$2,000,000 toward the research, development or commercialization of Licensed Products during calendar year 2005.

In accordance with Section 3.3 of the Agreement, Momenta hereby notifies Berkeley Lab that it elects to extend its rights to the Broader Field for the remainder of the term of the Agreement and Berkeley Lab hereby accepts such extension of its rights to the Broader Field.

If Momenta shall fail to expend the anticipated \$2,000,000 during calendar year 2005, Berkeley Lab and Momenta shall meet to discuss the reasons for such failure. Thereafter, Berkeley Lab may elect to accept substitute milestones achieved during calendar year 2005, negotiate additional milestones for calendar year 2006, or terminate Momenta's rights to the Broader Field. In the case of termination of Momenta's rights to the Broader Field,

Viviana Wolinsky, Licensing Manager  
February 8, 2005  
Page 2

Momenta shall nonetheless retain its exclusive license to the Specific Applications Field which will then be selected in accordance with Section 3.4 of the Agreement.

If the foregoing is acceptable to Berkeley Lab, please indicate your consent by counter signing this letter and returning on fully-executed copy to me. We will then forward the first payment of \$33,333.33 to Berkeley Lab.

Very truly yours,

/s/ Susan K. Whoriskey

Susan K. Whoriskey  
Vice President, Licensing & Business Development

Agreed and accepted:

The Regents of the University  
Of California, through the  
Ernest Orlando Lawrence

Berkeley National Laboratory

By: /s/ V. Wolinsky

-----

Siegfried

SIEGFRIED (USA), INC.  
33 Industrial Park Road  
Pennsville, NJ 08070  
USA

+1 616-895-4553  
+1 616-835-0321mobile  
+1 419-710-5687 fax  
scott.powers@siegfried-usa.com

Confidential Materials omitted and filed separately with the  
Securities and Exchange Commission. Asterisks denote omissions.

January 26, 2005

Dr. John E. Bishop  
Vice President, Pharmaceutical Sciences & Manufacturing  
Momenta Pharmaceuticals, Inc.  
675 West Kendall Street  
Cambridge, MA 02142

Dear John:

Reference is made to the Development and Production Agreement for Active  
Pharmaceutical Ingredient between Siegfried (USA), Inc. and Siegfried Ltd.  
("SIEGFRIED") and Momenta Pharmaceuticals, Inc. ("MOMENTA") dated October 10,  
2003, as amended by Letter Agreements dated February 14, 2004, May 17, 2004 and  
September 29, 2004 (the "Agreement"). Capitalized terms used herein and not  
otherwise defined shall have the meanings given such terms in the Agreement.

MOMENTA hereby ratifies SIEGFRIED's engagement of the two subcontractors  
identified below in connection with the testing ("RAW MATERIAL TESTING") of  
certain raw materials used by SIEGFRIED in the manufacture of those  
quantities of the PRODUCT to be used by MOMENTA in support of the ANDA  
covering the PRODUCT. The RAW MATERIAL TESTING shall be deemed to have been  
conducted under the terms and conditions of the Agreement, with the following  
modifications:

1. SIEGFRIED has contracted the services of [\*\*] to perform (a) the USP  
testing of [\*\*], as per the previously provided quotation and scope of  
work received from [\*\*], and (b) the [\*\*] testing of [\*\*].  
SIEGFRIED had previously approved [\*\*] as a contract laboratory per  
SIEGFRIED's internal procedures.
2. SIEGFRIED has contracted the services of [\*\*] to perform  
microbiological testing of [\*\*] out of the facilities of [\*\*].  
SIEGFRIED had previously approved this facility of [\*\*] as a  
contract laboratory per SIEGFRIED's internal procedures.
3. MOMENTA shall pay SIEGFRIED the actual costs of RAW MATERIAL TESTING  
as invoiced by [\*\*] and [\*\*] plus [\*\*] percent ([\*\*]%) for  
administrative costs. Invoicing and payment shall

www.siegfried-usa.com

Page 1 of 3

Siegfried

be in accordance with Section 10.1 of the Agreement. For purposes of  
Section 9.4 of the Agreement, the foregoing fee shall be attributed to  
RAW MATERIAL TESTING.

4. SIEGFRIED will provide a copy of the [\*\*] and [\*\*] invoices for RAW  
MATERIAL TESTING when invoicing MOMENTA.

5. SIEGFRIED shall remain primarily responsible to Momenta for the work of [\*\*] and [\*\*]. Further, SIEGFRIED represents and warrants to Momenta that it has or will have in place prior to (a) any final payment to [\*\*], a binding agreement obligating [\*\*] to terms and conditions comparable to those set forth in Sections 7 and 8 of the Agreement and sufficient in order for SIEGFRIED to comply with its obligations to MOMENTA under Sections 7 and 8 of the Agreement and (b) any final payment to [\*\*], a binding agreement obligating [\*\*] to terms and conditions comparable to those set forth in Sections 7 and 8 of the Agreement and sufficient in order for SIEGFRIED to comply with its obligations to MOMENTA under Sections 7 and 8 of the Agreement. Copies of such agreements shall be furnished to MOMENTA in order for MOMENTA to ascertain such compliance.

MOMENTA hereby consents to SIEGFRIED's engagement of the two subcontractors identified below in connection with the release and stability testing ("API RELEASE AND STABILITY TESTING") of those quantities of the PRODUCT to be used by MOMENTA in support of the ANDA covering the PRODUCT. The API RELEASE AND STABILITY TESTING shall be conducted under the terms and conditions of the Agreement, with the following modifications:

6. SIEGFRIED shall contract the services of [\*\*] to perform microbiological testing of the PRODUCT. Such testing shall be conducted (a) out of the facilities of [\*\*] and (b) pursuant to a quotation and scope of work that will be furnished to and approved in advance by MOMENTA. SIEGFRIED has previously approved this facility of [\*\*] as a contract laboratory per SIEGFRIED's internal procedures.
7. SIEGFRIED shall contract the services of [\*\*] to perform the release testing of the PRODUCT as per the previously provided quotation and scope of work received from [\*\*]. The expedited services quoted therein by [\*\*] shall be used by SIEGFRIED only if authorized by MOMENTA. In addition, SIEGFRIED shall contract the services of [\*\*] to perform the stability testing of the PRODUCT. Such testing shall be conducted pursuant to a quotation and scope of work that will be furnished to and approved in advance by MOMENTA. SIEGFRIED has previously approved [\*\*] as a contract laboratory per SIEGFRIED's internal procedures.
8. MOMENTA shall pay SIEGFRIED the actual costs of API RELEASE AND STABILITY TESTING as invoiced by [\*\*] and [\*\*] plus [\*\*]percent ([\*\*]%) for administrative costs. Invoicing and payment shall be in accordance with Section 10.1 of the Agreement. For purposes of Section 9.4 of the Agreement, the foregoing fee shall be attributed to API RELEASE AND STABILITY TESTING.
9. SIEGFRIED will provide a copy of the [\*\*] and [\*\*] invoices for API RELEASE AND STABILITY TESTING when invoicing MOMENTA.
10. SIEGFRIED shall remain primarily responsible to Momenta for the work of [\*\*] and [\*\*]. Further, SIEGFRIED represents and warrants to Momenta that it has or will have in place prior to the commencement of any API RELEASE AND STABILITY TESTING by (a) [\*\*] a binding agreement obligating [\*\*] to terms and conditions comparable to those set forth in Sections 7 and 8

Page 2 of 3

Siegfried

of the Agreement and sufficient in order for SIEGFRIED to comply with its obligations to MOMENTA under Sections 7 and 8 of the Agreement and (b) [\*\*] a binding agreement obligating [\*\*] to terms and conditions comparable to those set forth in Sections 7 and 8 of the Agreement and sufficient in order for SIEGFRIED to comply with its obligations to MOMENTA under Sections 7 and 8 of the Agreement. Copies of such agreements shall be furnished to MOMENTA in order for MOMENTA to ascertain such compliance. Further an advance copy of the quality agreement between [\*\*] and SIEGFRIED shall be furnished to MOMENTA for comment by MOMENTA.

If the foregoing is in conformity with your understanding, please execute both

copies of this Letter Agreement and return one fully executed copy to me.

Sincerely,

/s/ Scott Powers

Scott Powers

Offered by:

SIEGFRIED (USA), INC.

By: /s/ Scott Powers  
-----

Date: January 26, 2005  
-----

SIEGFRIED LTD.

By: /s/ Dennis P. Bauer  
-----

Date: January 27, 2005  
-----

Agreed and accepted:

MOMENTA PHARMACEUTICALS, INC.

By: /s/ John E. Bishop  
-----

Date: 31 Jan 05  
-----

[QuickLinks](#) -- Click here to rapidly navigate through this document

**EXHIBIT 31.1**

**CERTIFICATION**

I, Alan L. Crane, certify that:

1. I have reviewed this Amendment No. 1 on Form 10-K/A of Momenta Pharmaceuticals, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: July 13, 2005

/s/ ALAN L. CRANE

---

Alan L. Crane  
Chief Executive Officer

---



QuickLinks

[EXHIBIT 31.1](#)

[QuickLinks](#) -- Click here to rapidly navigate through this document

EXHIBIT 31.2

**CERTIFICATION**

I, Richard P. Shea, certify that:

1. I have reviewed this Amendment No. 1 on Form 10-K/A of Momenta Pharmaceuticals, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: July 13, 2005

/s/ RICHARD P. SHEA

---

Richard P. Shea  
Chief Financial Officer

---

QuickLinks

[EXHIBIT 31.2](#)