

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

Verastem, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation or organization)

27-3269467

(I.R.S Employer Identification No.)

**117 Kendrick St., Suite 500
Needham, MA**

(Address of Principal Executive Offices)

02494

(Zip Code)

2014 Inducement Award Program

(Full title of the plan)

Robert Forrester

President and Chief Executive Officer

Verastem, Inc.

117 Kendrick St., Suite 500

Needham, MA 02494

(781) 292-4200

(Name, address, and telephone number, including area code, of agent for service)

With copies to:

Marko S. Zatylny

Ropes & Gray LLP

Prudential Tower

800 Boylston Street

Boston, MA 02199

(617) 951-7000

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

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 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share (2)	Proposed maximum aggregate offering price (2)	Amount of registration fee
Common Stock, \$0.0001 par value per share	2,500,000 shares	\$ 3.55	\$ 8,875,000	\$ 1,104.94

(1) This Registration Statement covers an aggregate of 2,500,000 shares of the Registrant's Common Stock, par value \$0.0001 per share (the "Common Stock"), that may be issued pursuant to awards granted or to be granted in accordance with Nasdaq Listing Rule 5635(c)(4), as an inducement material to an individual's entering into employment with the Registrant. In addition, pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement also covers such additional shares of Common Stock as may be issued to prevent dilution from stock splits, stock dividends and similar transactions.

(2) Pursuant to Rules 457(c) and 457(h)(1) under the Securities Act, the proposed maximum offering price per share and the maximum aggregate offering price for the shares have been calculated solely for the purpose of computing the registration fee on the basis of the average high and low prices of the Common Stock as reported by the Nasdaq Global Market on March 12, 2018 to be \$3.64 and \$3.45, respectively.

EXPLANATORY NOTE

This Registration Statement on Form S-8 is being filed to register an additional 2,500,000 shares under the Registrant's 2014 Inducement Award Program. Pursuant to Instruction E to Form S-8, the Registrant incorporates by reference, except to the extent supplemented, amended or superseded by the information set forth herein, into this Registration Statement the entire contents of its Registration Statement on Form S-8 (File No. 333-201075) filed with the Securities and Exchange Commission on December 19, 2014.

PART II INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 8. Exhibits.

See the Exhibit Index following the signature page.

2

EXHIBIT INDEX

Exhibit	Description
4.1	Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3.1 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2011, filed by the Registrant with the Securities and Exchange Commission on March 30, 2012)
4.2	Amended and Restated Bylaws of the Registrant (incorporated by reference to Exhibit 3.4 to Amendment No. 3 to the Registration Statement on Form S-1 filed by the Registrant with the Securities and Exchange Commission on January 13, 2012)
4.3	Form of Inducement Award Nonstatutory Stock Option Agreement (filed herewith)
5.1	Opinion of Ropes & Gray LLP (filed herewith)
23.1	Consent of Ropes & Gray LLP (included in Exhibit 5.1)
23.2	Consent of Ernst & Young LLP (filed herewith)
24.1	Power of attorney (included on the signature page of this Registration Statement under the caption "Power of Attorney")

3

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Robert Forrester and Julie B. Feder, and each of them singly, either of whom may act without the joinder of the other, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place, and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement on Form S-8, and to file the same, with all exhibits thereto, and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them singly, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

SIGNATURES	TITLE	DATE
<u>/s/ Robert Forrester</u> Robert Forrester	President, Chief Executive Officer (Principal executive officer) and Director	March 13, 2018
<u>/s/ Julie B. Feder</u> Julie B. Feder	Chief Financial Officer (Principal financial and accounting officer)	March 13, 2018
<u>/s/ Timothy Barberich</u> Timothy Barberich	Director	March 13, 2018
<u>/s/ Michael Kauffman</u> Michael Kauffman, M.D., Ph.D.	Director	March 13, 2018
<u>/s/ Alison Lawton</u> Alison Lawton	Director	March 13, 2018

<u>/s/ S. Louise Phanstiel</u> S. Louise Phanstiel	Director	March 13, 2018
<u>/s/ Eric Rowinsky</u> Eric Rowinsky, M.D.	Director	March 13, 2018
<u>/s/ Brian Stuglik</u> Brian Stuglik	Director	March 13, 2018
<u>/s/ Bruce Wendel</u> Bruce Wendel	Director	March 13, 2018

4

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Needham, Commonwealth of Massachusetts on March 13, 2018.

VERASTEM, INC.

By: /s/ Robert Forrester
Robert Forrester
President and Chief Executive Officer

5

VERASTEM, INC.
 Nonstatutory Stock Option Agreement
Inducement Award

1. Grant of Option.

This agreement (this "Agreement") is made and entered into on [], 20[] (the "Grant Date") by and between Verastem, Inc., a Delaware corporation (the "Company"), and [] (the "Participant"). This Agreement evidences an inducement award granted by the Company to the Participant, of an option to purchase, in whole or in part, a total of [] shares (the "Shares") of common stock, \$0.0001 par value per share, of the Company ("Common Stock") at \$[] per Share. This option is granted to the Participant in connection with the Participant entering into employment with the Company and is regarded by the parties as an inducement material to the Participant's entering into employment within the meaning of NASDAQ Listing Rule 5635(c)(4). Unless earlier terminated, this option shall expire at 5:00 p.m., Eastern Time, on [] (the "Final Exercise Date").

It is intended that the option evidenced by this Agreement shall not be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the "Code"). Except as otherwise indicated by the context, the term "Participant", as used in this option, shall be deemed to include any person who acquires the right to exercise this option validly under its terms.

2. Relationship to and Incorporation of the 2012 Incentive Plan.

This option shall be subject to and governed by, and shall be construed and administered in accordance with, the terms and conditions of the Company's 2012 Incentive Plan, as amended from time to time (the "Plan"), which terms and conditions are incorporated herein by reference, except for those terms and conditions contained in Sections 3(c), 4(a), 4(b), 5(b), 6, 7 and 8 of the Plan and any amendments to such sections of the Plan. Notwithstanding the foregoing, this option is not awarded under the Plan and the grant of this option and issuance of any Shares pursuant to the exercise of this option shall not reduce the number of shares of Common Stock available for issuance under awards pursuant to the Plan. Capitalized terms in this Agreement have the meanings specified in the Plan, unless a different meaning is specified in this Agreement.

By accepting all or any part of this option the Participant agrees to be bound by the terms and conditions set forth in this Agreement and the Plan, a copy of which has been furnished to the Participant.

3. Vesting Schedule.

This option will become exercisable ("vest") as to []% of the Shares on [], subject to the Participant's continued employment or other service relationship with the Company on each such vesting date. For purposes of this Agreement, "Vesting Commencement Date" shall mean [].

The right of exercise shall be cumulative so that to the extent the option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all Shares for which it is vested until the earlier of the Final Exercise Date or the termination of this option under Section 4 hereof or under the terms of the Plan.

4. Exercise of Option.

(a) Form of Exercise. Each election to exercise this option shall be effected by a writing signed by the Participant (whether in the form attached hereto as Exhibit A or in electronic form) and accompanied by payment in full in the manner provided in the Plan. The Participant may purchase less than the number of Shares covered hereby, provided that no partial exercise of this option may be for any fractional share.

(b) Continuous Relationship with the Company Required. Except as otherwise provided in this Section 4, this option may not be exercised unless the Participant, at the time he or she exercises this option, is, and has been at all times since the Grant Date, employed by or otherwise providing services to the Company.

(c) Termination of Relationship with the Company. If the Participant's employment or other service relationship ceases for any reason, then, except as provided in paragraphs (d) and (e) below, the right to exercise this option shall terminate three months after such cessation (but in no event after the Final Exercise Date), provided that this option shall be exercisable only to the extent that the Participant was entitled to exercise this option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Final Exercise Date, violates the non-competition or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, the right to exercise this option shall terminate immediately upon such violation.

(d) Exercise Period Upon Death or Disability. If the Participant dies or becomes disabled (within the meaning of Section 22(e)(3) of the Code) prior to the Final Exercise Date while he or she is employed by or otherwise providing services to the Company and the Company has not terminated such employment or other service relationship for "cause" as specified in paragraph (e) below, this option shall be exercisable, within the period of one year following the date of death or disability of the Participant, by the Participant (or in the case of death by an authorized transferee), provided that this option shall be exercisable only to the extent that this option was exercisable by the Participant on the date of his or her death or disability, and further provided that this option shall not be exercisable after the Final Exercise Date.

(e) Termination for Cause. If, prior to the Final Exercise Date, the Participant's employment or other service relationship with the Company is terminated by the Company for Cause (as defined below), the right to exercise this option shall terminate immediately upon the effective date of such termination of employment or other service relationship. If, prior to the Final Exercise Date, the Participant is given notice by the Company of the termination of his or her employment or other service relationship by the Company for Cause, and the effective date of such termination is subsequent to the date of the delivery of such notice, the right to exercise this option shall be suspended from the time of the delivery of such notice until the earlier of (i)

such time as it is determined or otherwise agreed that the Participant's employment or other service relationship shall not be terminated for Cause as provided in such notice or (ii) the effective date of such termination of employment or other service relationship (in which case the right to exercise this option shall, pursuant to the preceding sentence, terminate immediately upon the effective date of such termination of employment or other service relationship). If the Participant is party to an employment, consulting or severance agreement with the Company that contains a definition of "cause" for termination of employment or other service relationship, "Cause" shall have the meaning ascribed to such term in such agreement. Otherwise, "Cause" shall mean willful misconduct by the Participant or willful failure by the Participant to perform his or her responsibilities to the Company (including, without limitation, breach by the Participant of any provision of any employment, consulting, advisory, nondisclosure, non-competition or other similar agreement between the Participant and the Company), as determined by the Company, which determination shall be conclusive. The Participant's employment or other service relationship shall be considered to have been terminated for "Cause" if the Company determines, within 30 days after the Participant's resignation, that termination for Cause was warranted.

5. Change of Control.

If within 90 days prior to a Change of Control or within 18 months following a Change of Control, the Company or any successor thereto terminates the Participant's employment other than for Cause, or the Participant terminates his or her employment for Good Reason (as defined below), then, this option will become exercisable ("vest") as to 100% of the Shares on the date the Participant's employment terminates.

For purposes of this Agreement, "Change of Control" shall mean (i) the acquisition of beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) directly or indirectly by any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) of securities of the Company representing a majority or more of the combined voting power of the Company's then outstanding securities, other than an acquisition of securities for investment purposes pursuant to a bona fide financing of the Company; (ii) a merger or consolidation of the Company with any other corporation in which the holders of the voting securities of the Company prior to the merger or consolidation do not own more than 50% of the total voting securities of the surviving corporation; or (iii) the sale or disposition by the Company of all or substantially all of the Company's assets other than a sale or disposition of assets to an affiliate of the Company or a holder of securities of the Company; notwithstanding the foregoing, no transaction or series of transactions shall constitute a Change of Control unless such transaction or series of transactions constitutes a "change in control event" within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(i).

If the Participant is party to an employment, consulting or severance agreement with the Company that contains a definition of "good reason" for termination of employment or other service relationship, "Good Reason" shall have the meaning ascribed to such term in such agreement. Otherwise, "Good Reason" shall mean, without the Participant's consent, the occurrence of any one or more of the following events: (i) material diminution in the nature or scope of the Participant's responsibilities, duties or authority, provided that neither (x) the Company's failure to continue the Participant's appointment or election as a director or officer of

any of its Affiliates nor (y) any diminution in the nature or scope of the Participant's responsibilities, duties or authority that is reasonably related to a diminution of the business of the Company or any of its affiliates shall constitute "Good Reason"; (ii) a material reduction in the Participant's base salary other than one temporary reduction of not more than 120 days and not in excess of 20% of the Participant's base salary in connection with and in proportion to a general reduction of the base salaries of the Company's executive officers; (iii) failure of the Company to provide the Participant the base salary or benefits owed to the Participant in accordance with his or her employment agreement with the Company, if any, after 30 days' notice during which the Company does not cure such failure; or (iv) relocation of the Participant's principal place of business more than forty (40) miles from the then current location of the Participant's principal place of business.

6. Withholding.

No Shares will be issued pursuant to the exercise of this option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of this option.

7. Transfer Restrictions.

This option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution or pursuant to a qualified domestic relations order, and, during the lifetime of the Participant, this option shall be exercisable only by the Participant.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Company has caused this option to be executed under its corporate seal by its duly authorized officer. This option shall take effect as a sealed instrument.

VERASTEM, INC.

By: _____

Name: _____

Title: _____

PARTICIPANT'S ACCEPTANCE

The undersigned hereby accepts the foregoing option and agrees to the terms and conditions thereof. The undersigned hereby acknowledges receipt of a copy of the Company's 2012 Incentive Plan.

PARTICIPANT:

Address:

SIGNATURE PAGE TO NONSTATUTORY STOCK OPTION AGREEMENT

NOTICE OF STOCK OPTION EXERCISE

Date: (1)

Verastem, Inc.
117 Kendrick, Suite 500
Needham, MA 02494
Attention: Treasurer

Dear Sir or Madam:

I am the holder of a Nonstatutory Stock Option granted to me as an inducement award subject to the terms and conditions of the Verastem, Inc. 2012 Incentive Plan on (2) for the purchase of (3) shares of Common Stock of the Company at a purchase price of \$ (4) per share.

I hereby exercise my option to purchase (5) shares of Common Stock, for which I have enclosed (6) in the amount of (7). Please register my stock certificate as follows:

Name(s): (8)

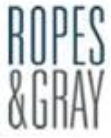
Address:

Tax I.D. #: (9)

-
- (1) Enter the date of exercise.
 - (2) Enter the date of grant.
 - (3) Enter the total number of shares of Common Stock for which the option was granted.
 - (4) Enter the option exercise price per share of Common Stock.
 - (5) Enter the number of shares of Common Stock to be purchased upon exercise of all or part of the option.
 - (6) Enter "cash", "personal check" or if permitted by the option, "stock certificates No. XXXX and XXXX".
 - (7) Enter the dollar amount (price per share of Common Stock times the number of shares of Common Stock to be purchased), or the number of shares tendered. Fair market value of shares tendered, together with cash or check, must cover the purchase price of the shares issued upon exercise.
 - (8) Enter name(s) to appear on stock certificate: (a) Your name only; (b) Your name and other name (i.e., John Doe and Jane Doe, Joint Tenants With Right of Survivorship); or (c) In the case of a Nonstatutory option only, a Child's name, with you as custodian (i.e., Jane Doe, Custodian for Tommy Doe).
Note: There may be income and/or gift tax consequences of registering shares in a Child's name.
 - (9) Social Security Number of Holder(s).

Very truly yours,

(Signature)



ROPES & GRAY LLP
PRUDENTIAL TOWER
800 BOYLSTON STREET
BOSTON, MA 02199-3600
WWW.ROPESGRAY.COM

March 13, 2018

Verastem, Inc.
117 Kendrick, Suite 500
Needham, MA 02494

Ladies and Gentlemen:

This opinion letter is furnished to you in connection with the registration statement on Form S-8 (the "Registration Statement"), filed by Verastem, Inc., a Delaware corporation (the "Company"), on the date hereof, with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), for the registration of 2,500,000 shares of Common Stock, \$0.0001 par value, of the Company (the "Shares"). The Shares are issuable under the Company's 2014 Inducement Award Program (the "Program").

We are familiar with the actions taken by the Company in connection with the establishment of the Program. We have examined such certificates, documents and records and have made such investigation of fact and such examination of law as we have deemed appropriate in order to enable us to render the opinions set forth herein.

The opinions expressed below are limited to the Delaware General Corporation Law.

Based upon and subject to the foregoing, we are of the opinion that the Shares have been duly authorized and, when the Shares have been issued and sold in accordance with the terms of the respective inducement award agreements established for the Program, the Shares will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations thereunder.

Very truly yours,

/s/ Ropes & Gray LLP

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the 2014 Inducement Award Program of Verastem, Inc. of our reports dated March 13, 2018, with respect to the consolidated financial statements of Verastem, Inc. and the effectiveness of internal control over financial reporting of Verastem, Inc. included in its Annual Report (Form 10-K) for the year ended December 31, 2017, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Boston, Massachusetts
March 13, 2018
