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): **July 11, 2012**

Verastem, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware	**001-35403**	**27-3269467**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

215 First Street, Suite 440, Cambridge, MA	**02142**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: **(617) 252-9300**

(Former Name or Former Address, if Changed Since Last Report)

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):

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

On July 11, 2012, Verastem, Inc. (the "Company") entered into a License Agreement (the "License Agreement") with Pfizer Inc., ("Pfizer"), under which Pfizer granted the Company worldwide, exclusive rights to research, develop, manufacture and commercialize products containing certain of Pfizer's inhibitors of focal adhesion kinase (the "Products") for all therapeutic, diagnostic and prophylactic uses in humans. The Company has the right to grant sublicenses under the foregoing licensed rights, subject to certain restrictions. The Company is solely responsible, at its own expense, for the clinical development of the Products, which is to be conducted in accordance with an agreed-upon development plan. The Company is also responsible for all manufacturing and commercialization activities at its own expense. Pfizer is required to provide the Company with an initial quantity of clinical supply of one of the Products for an agreed upon price.

Upon entering into the License Agreement, the Company made a one-time cash payment to Pfizer in the amount of $1.5 million and issued to Pfizer 192,012 shares of the Company's common stock (the "Shares"). Pfizer is also eligible to receive up to $2 million in developmental milestones and up to an additional $125 million based on the successful attainment of regulatory and commercial sales milestones. Pfizer is also eligible to receive high single to mid double digit royalties on future net sales of Products. The Company's royalty obligations with respect to each Product in each country begin on the date of first commercial sale of the Product in that country, and end on the later of 10 years after the date of first commercial sale of the Product in that country or the date of expiration or abandonment of the last claim contained in any issued patent or patent application licensed by Pfizer to the Company that covers the Product in that country.

The License Agreement will remain in effect until the expiration of all of the Company's royalty obligations to Pfizer, determined on a Product-by-Product and country-by-country basis. So long as the Company is not in breach of the License Agreement, the Company has the right to terminate the License Agreement at will on a Product-by-Product and country-by-country basis, or in its entirety, upon 90 days written notice to Pfizer. Either party has the right to terminate the License Agreement in connection with an insolvency event involving the other party or a material breach of the License Agreement by the other party that remains uncured for a specified period of time. If the License Agreement is terminated by either party for any reason, worldwide rights to the research, development, manufacture and commercialization of the Products revert back to Pfizer.

The License Agreement also contains customary representations and warranties of the Company and Pfizer, as well as mutual indemnification obligations relating to development and commercialization of the Products, gross negligence or wrongful intentional acts, or breach of any of the representations, obligations or covenants in the License Agreement.

The Shares were issued pursuant to a Stock Subscription Agreement between the Company and Pfizer, which contained customary representations and warranties by both parties. In connection with the issuance of the Shares, the Company also entered into a Registration Rights Agreement (the "Registration Rights Agreement") with Pfizer, pursuant to which Pfizer will have piggyback registration rights to include the Shares in certain Company-effected registrations, subject to certain limitations.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the Registration Rights Agreement filed as Exhibit 4.1 to this Current Report on Form 8-K, and the foregoing description of License Agreement does not purport to be complete and is qualified in its entirety by reference to the License Agreement which the Company will file as an exhibit to its Form 10-Q for the quarter ended June 30, 2012.

Item 8.01 Other Events.

On July 11, 2012, the Company issued a press release announcing the execution of the License Agreement, a copy of which is filed as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

EXHIBIT INDEX

Exhibit No.	Description
4.1	Registration Rights Agreement, dated as of July 11, 2011, by and between Verastem, Inc. and Pfizer Inc.
99.1	Press release, dated July 11, 2012.

SIGNATURE

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.

VERASTEM, INC.

Date: July 11, 2012

By: /s/ Paul Brannelly
Paul Brannelly
Vice President, Finance

VERASTEM, INC.

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "Agreement") is made as of July 11, 2012, by and between Verastem, Inc., a Delaware corporation (the "Company") and Pfizer Inc. (the "Subscriber"), in connection with the Stock Subscription Agreement entered into as of the date hereof between the Company and the Subscriber (the "Stock Subscription Agreement").

RECITALS

WHEREAS, the Company is party to that Second Amended and Restated Investors' Rights Agreement with certain stockholders of the Company identified therein, dated November 1, 2011 (the "Investors' Rights Agreement").

WHEREAS, the Company and the Subscriber wish to enter into this Agreement to provide the Subscriber with certain registration rights as permitted under Section 2.10 of the Investors' Rights Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Definitions. Any terms used in this Agreement but not defined herein are used herein with the meanings defined in the Investors' Rights Agreement. Other terms are defined as follows:

    a. "**Subscriber Registrable Securities**" means the shares of Common Stock issued to the Subscriber pursuant to the Stock Subscription Agreement and any Common Stock issued as (or issuable upon the conversion or exercise of any Derivative Security that is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of such shares, excluding, however, any shares of Common Stock sold by Subscriber after the date hereof.

2. Incidental Registration Rights. The Company covenants and agrees as follows:

a. If the Company proposes to register (including, for this purpose, a registration effected by the Company for stockholders other than the Holders) any of its Common Stock under the Securities Act in connection with the public offering of such securities solely for cash (other than an Excluded Registration), the Company shall, at such time, promptly give the Subscriber notice of such registration. Upon request of the Subscriber given within twenty (20) days after such notice is given by the Company, the Company shall, subject to the provisions of Section 2.b of this Agreement, cause to be registered all of the Subscriber Registrable Securities that the Subscriber has requested to be included in such registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2.a before the effective date of such registration, whether or not the Subscriber has elected to include Subscriber Registrable Securities in such registration. The expenses (other than Selling Expenses) of such withdrawn registration shall be borne by the Company in accordance with Section 2.6 of the Investors' Rights Agreement as if Subscriber were a Holder thereunder.

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b. The rights of the Subscriber to include any Subscriber Registrable Securities in a registration pursuant to Section 2.a of this Agreement shall apply only to the extent that the inclusion of any Subscriber Registrable Securities will not reduce the number of Registrable Securities of the Holders that are to be included in any such registration pursuant to the rights of the Holders under the Investors' Rights Agreement. To the extent that the inclusion of the Subscriber Registrable Securities in a registration would reduce the number of Registrable Securities of the Holders that are to be included in such registration, as determined by the Company or the underwriter(s), the Subscriber shall be permitted to include in such registration only such number of Subscriber Registrable Securities, if any, as may be included without reducing the number of Registrable Securities held by Holders. To facilitate the allocation of shares to the Subscriber in accordance with the above provisions, the Company or the underwriter(s) may round the number of shares allocated to the Subscriber to the nearest 100 shares.

3. Other Provisions. Except as otherwise provided herein and subject to the limitations provided in Section 2.b of this Agreement, the obligations, limitations and rights provided under Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8 and 2.13 of the Investors' Rights Agreement shall apply to the Subscriber under this Agreement as if the Subscriber was a Holder (but not an Initiating Holder) under the Investors' Rights Agreement. For the avoidance of doubt, the fifth and sixth sentences of Section 2.3(a) and the third, fifth and sixth sentences of Section 2.3(b) of the Investors' Rights Agreement shall not be applicable to the Subscriber.

4. Amendment. No provision of this Agreement may be amended or modified other than by a written document signed by authorized representatives of Subscriber and the Company. For the avoidance of doubt, an amendment or waiver to any of the provisions of the Investors' Rights Agreement identified herein as being applicable to the Subscriber shall not require the consent of the Subscriber to the extent the amendment or waiver does not adversely affect the rights of the Subscriber in a manner that is disproportionate to the effect on the rights of the Holders party to the Investors' Rights Agreement.

5. Miscellaneous. Neither party may assign its rights and obligations hereunder without the other party's prior written consent. This Agreement and any controversy arising out of or relating to this Agreement shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to conflict of law principles that would result in the application of any law other than the law of the Commonwealth of Massachusetts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed signature page of this Agreement delivered by facsimile transmission shall be as effective as an original executed signature page.

6. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail or facsimile during the recipient's normal business hours, and if not sent during

normal business hours, then on the recipient's next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. Communications to the Company shall be sent to: Verastem, Inc., 215 First Street, Suite 440, Cambridge, MA 02142, Attn: Chief Operating Officer, Fax No: 617-812-0059. Communications to the Subscriber shall be sent to: Pfizer Inc., 235 East 42nd Street, New York, NY 10017, Attn: General Counsel, Fax No: 646-348-8157. If notice is given to the Company, a copy (which shall not constitute notice) shall also be sent to Ropes & Gray LLP, Prudential Tower, 800 Boylston Street, Boston, MA 02199, Attn: Marc Rubenstein, Esq.

7. Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

8. Investors' Rights Agreement. Nothing contained in this Agreement shall be construed as amending, waiving or otherwise modifying the rights and obligations of the Company or the Holders under the Investors' Rights Agreement.

[*Signature Page Immediately Follows.*]

This Registrations Rights Agreement shall be binding on the heirs, representatives, successors and assigns of the Subscriber.

SUBSCRIBER:	**COMPANY:**
PFIZER INC.	**VERASTEM, INC.**
By: /s/ John DeYoung	By: /s/ Robert Forrester
Name: John DeYoung	Name: Robert Forrester
Title: Vice President	Title: COO

Exhibit 99.1

Verastem Acquires Clinical-Stage FAK Inhibitor from Pfizer

CAMBRIDGE, MA — July 11, 2012— Verastem, Inc., (NASDAQ: VSTM) a biopharmaceutical company focused on discovering and developing drugs to treat breast and other cancers by targeting cancer stem cells, announced an agreement with Pfizer for the exclusive in-license of worldwide commercial rights for VS-6063 (formerly PF-04554878), a focal adhesion kinase (FAK) inhibitor that has completed a Phase 1 clinical study in advanced solid tumors.

FAK is a non-receptor tyrosine kinase that regulates tumor cell proliferation and invasion. The targeted disruption of this pathway in preclinical models of cancer reduces cancer stem cells, primary tumor mass and metastasis.

“Verastem has identified the FAK pathway as a critical regulator of the survival of cancer stem cells, which are an underlying cause of cancer recurrence and metastasis,” said Robert Weinberg, Ph.D., Verastem co-founder and chair of the Scientific Advisory Board.

VS-6063 is being developed for the treatment of solid tumors. According to data presented at ASCO 2011 from a Phase 1 safety study of VS-6063 in 36 patients conducted by Pfizer, VS-6063 was well-tolerated and demonstrated signs of clinical activity to support further development. Verastem anticipates conducting clinical trials targeting solid tumor indications with VS-6063.

“Like Pfizer, Verastem is committed to bringing innovative treatments to patients with cancer,” said Garry Nicholson, President and General Manager of Pfizer Oncology. “Verastem’s specific focus on targeting cancer stem cells makes them the ideal company to continue the development of this compound.”

Under the terms of the agreement, Verastem will assume sole responsibility for global product development of VS-6063. Pfizer will receive an upfront payment in cash and Verastem equity, development milestones and royalties and milestones on future sales of VS-6063.

“VS-6063 accelerates Verastem’s FAK inhibitor program with a clinical, phase 2-ready product candidate targeting this key regulatory pathway for cancer stem cells,” said Christoph Westphal, M.D., Ph.D., Chairman and Chief Executive Officer of Verastem. “We believe our focus on identifying patients with a high cancer stem cell burden for treatment with our targeted therapies uniquely positions Verastem to lead the next wave of therapeutics in cancer.”

Conference Call and Webcast Information

Verastem will discuss the acquisition during the Research and Development Day to be held tomorrow, July 12, at 9:00am ET. A live webcast of the event can be accessed by visiting the investors section of the company’s website at www.verastem.com. A replay will be available for two weeks from the date of the event.

A live, listen-only conference call of the event can be accessed by dialing 1-866-700-7173 five minutes prior to the start of the event and providing the passcode 73322380.

The details for the annual Research and Development Day are as follows:
Location: 215 First Street, Cambridge, MA, 02142
Date: July 12, 2012
Time: 9:00am – 12:00pm (ET)
RSVP: bsullivan@verastem.com
Conference Call Dial-in: (866)700-7173
Conference Call Passcode: 73322380

About Verastem, Inc.

Verastem, Inc. (NASDAQ: VSTM) is a biopharmaceutical company focused on discovering and developing drugs to treat breast and other cancers by targeting cancer stem cells. Cancer stem cells are an underlying cause of tumor recurrence and metastasis. For more information please visit www.verastem.com.

Forward-looking statements:

This press release includes certain forward-looking statements about the Company’s future expectations, plans and prospects, including statements regarding the development of VS-6063 and the Company’s FAK inhibitor program generally, the Company’s rights to develop or commercialize VS-6063, the Company’s obligations to make milestone payments and royalties if VS-6063 is successfully developed or commercialized and the ability of the Company to finance contemplated development

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activities. Forward-looking statements can be identified by words such as “intends,” “anticipates,” “believes,” “plans,” “will,” “seeks” and similar terms. Each forward-looking statement is subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied in such statement. Applicable risks and uncertainties include the risks that that the license agreement is terminated by either party before the Company fully develops VS-6063, that the Company will be unable to successfully complete the clinical development of VS-6063, that the development of VS-6063 will take longer or cost more than planned, that VS-6063 will not receive regulatory approval and that VS-6063 will not become a commercially successful product. Other risks and uncertainties include those identified under the heading “Risk Factors” in the Company’s Annual Report on Form 10-K for the year ended December 31, 2011 and in any subsequent filings. The Company does not undertake and specifically disclaims any obligation to release publicly revisions that may be made to any forward-looking statements to reflect events or circumstances after the date of such statements or to reflect the occurrence of events, whether or not anticipated.

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bsullivan@verastem.com

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