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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934.**

For the quarterly period ended March 31, 2017.

☐ **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: 001-35347

Clovis Oncology, Inc.
(Exact name of Registrant as specified in its charter)

Delaware	**90-0475355**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
5500 Flatiron Parkway, Suite 100 Boulder, Colorado	**80301**
(Address of principal executive offices)	**(Zip Code)**

(303) 625-5000
(Registrant's telephone number, including area code)

Not Applicable
(Former name, former address and former fiscal year, if changed since last report)

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 whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

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

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	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 13(a) of the Exchange Ace. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of outstanding shares of the registrant's common stock, par value $0.001 per share, as of April 28, 2017 was 44,772,600.

CLOVIS ONCOLOGY, INC.

FORM 10-Q

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PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

CLOVIS ONCOLOGY, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(Unaudited)
(In thousands, except per share amounts)

	Three months ended March 31,	
	2017	2016
Product revenue, net	$ 7,045	$ —
Operating expenses:		
Cost of sales - product	1,163	—
Cost of sales - intangible asset amortization	372	—
Research and development	32,447	74,608
Selling, general and administrative	29,224	9,827
Change in fair value of contingent purchase consideration	—	516
Total expenses	63,206	84,951
Operating loss	(56,161)	(84,951)
Other income (expense):		
Interest expense	(2,581)	(2,104)
Foreign currency losses	(159)	(551)
Other income	354	25
Other income (expense), net	(2,386)	(2,630)
Loss before income taxes	(58,547)	(87,581)
Income tax benefit	83	4,181
Net loss	$ (58,464)	$ (83,400)
Other comprehensive income:		
Foreign currency translation adjustments, net of tax	467	3,513
Net unrealized (loss) gain on available-for-sale securities, net of tax	(5)	230
Other comprehensive income	462	3,743
Comprehensive loss	$ (58,002)	$ (79,657)
Loss per basic and diluted common share:		
Basic and diluted net loss per common share	$ (1.33)	$ (2.17)
Basic and diluted weighted average common shares outstanding	44,039	38,360

See accompanying Notes to Unaudited Consolidated Financial Statements.

CLOVIS ONCOLOGY, INC.
CONSOLIDATED BALANCE SHEETS
(Unaudited)
(In thousands, except for share amounts)

	March 31, 2017	December 31, 2016
ASSETS		
Current assets:		
Cash and cash equivalents	$ 276,049	$ 216,186
Accounts receivable, net	2,378	121
Inventories	6,504	—
Available-for-sale securities	132,778	49,997
Prepaid research and development expenses	5,465	6,427
Other current assets	5,645	6,679
Total current assets	428,819	279,410
Property and equipment, net	4,226	4,440
Intangible assets, net	20,675	21,047
Goodwill	58,015	57,192
Other assets	24,879	2,468
Total assets	$ 536,614	$ 364,557
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
Current liabilities:		
Accounts payable	$ 23,918	$ 10,912
Accrued research and development expenses	25,868	35,198
Other accrued expenses	9,083	19,487
Total current liabilities	58,869	65,597
Deferred income taxes, net	207	—
Milestone liability	20,528	20,062
Convertible senior notes	281,443	281,126
Deferred rent, long-term	1,358	1,406
Total liabilities	362,405	368,191
Commitments and contingencies (Note 14)		
Stockholders' equity (deficit):		
Preferred stock, par value $0.001 per share; 10,000,000 shares authorized, no shares issued and outstanding at March 31, 2017 and December 31, 2016	—	—
Common stock, $0.001 par value per share, 100,000,000 shares authorized at March 31, 2017 and December 31, 2016; 44,769,756 and 38,724,090 shares issued and outstanding at March 31, 2017 and December 31, 2016 respectively	45	39
Additional paid-in capital	1,410,789	1,174,950
Accumulated other comprehensive loss	(47,118)	(47,580)
Accumulated deficit	(1,189,507)	(1,131,043)
Total stockholders' equity (deficit)	174,209	(3,634)
Total liabilities and stockholders' equity (deficit)	$ 536,614	$ 364,557

See accompanying Notes to Unaudited Consolidated Financial Statements.

CLOVIS ONCOLOGY, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(In thousands)

	Three months ended March 31,	
	2017	**2016**
Operating activities		
Net loss	$ (58,464)	$ (83,400)
Adjustments to reconcile net loss to net cash used in operating activities:		
Share-based compensation expense	8,947	10,965
Depreciation and amortization	639	270
Amortization of premiums and discounts on available-for-sale securities	214	80
Amortization of debt issuance costs	317	307
Change in fair value of contingent purchase consideration	—	1,049
Loss on disposal of property and equipment	—	169
Deferred income taxes	(60)	(4,145)
Changes in operating assets and liabilities:		
Accounts receivable	(2,257)	—
Inventory	(6,504)	—
Prepaid and accrued research and development expenses	(10,047)	(7,601)
Other operating assets	(17,014)	(130)
Accounts payable	13,780	2,682
Other accrued expenses	(9,990)	(3,984)
Net cash used in operating activities	(80,439)	(83,738)
Investing activities		
Purchases of property and equipment	(53)	(604)
Deposits for purchases of property and equipment	(2,515)	—
Purchases of available-for-sale securities	(133,000)	—
Maturities of available-for-sale securities	50,000	25,000
Acquired in-process research and development - milestone payment	(1,100)	—
Net cash (used in) provided by investing activities	(86,668)	24,396
Financing activities		
Proceeds from the sale of common stock, net of issuance costs	221,224	—
Proceeds from the exercise of stock options	5,674	705
Net cash provided by financing activities	226,898	705
Effect of exchange rate changes on cash and cash equivalents	72	254
Increase (decrease) in cash and cash equivalents	59,863	(58,383)
Cash and cash equivalents at beginning of period	216,186	278,756
Cash and cash equivalents at end of period	$ 276,049	$ 220,373
Supplemental disclosure of cash flow information:		
Cash paid for interest	$ 3,594	$ 3,594
Non-cash investing and financing activities:		
Vesting of restricted stock units	$ 2,534	$ —

See accompanying Notes to Unaudited Consolidated Financial Statements.

CLOVIS ONCOLOGY, INC.

NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS

1. Nature of Business and Basis of Presentation

Clovis Oncology, Inc. (together with its consolidated subsidiaries, the "Company", "Clovis", "we", "our", "us") is a biopharmaceutical company focused on acquiring, developing and commercializing innovative anti-cancer agents in the United States, Europe and other international markets. We have and intend to continue to license or acquire rights to oncology compounds in all stages of development. In exchange for the right to develop and commercialize these compounds, we generally expect to provide the licensor with a combination of upfront payments, milestone payments and royalties on future sales. In addition, we generally expect to assume the responsibility for future drug development and commercialization costs. We currently operate in one segment. Since inception, our operations have consisted primarily of developing in-licensed compounds, evaluating new product acquisition candidates and general corporate activities.

During the second quarter of 2016, we completed the submission of our New Drug Application ("NDA") with the U.S. Food and Drug Administration ("FDA") for approval of rucaparib in the U.S. On December 19, 2016, the FDA approved Rubraca® (rucaparib) tablets as monotherapy for the treatment of patients with deleterious BRCA mutation (germline and/or somatic) associated advanced ovarian cancer who have been treated with two or more chemotherapies, and selected for therapy based on an FDA-approved companion diagnostic for Rubraca. We began selling Rubraca in the U.S. in the fourth quarter of 2016. Also in the fourth quarter of 2016, we submitted our rucaparib E.U. regulatory application for a comparable ovarian cancer indication, which was accepted by the European Medicines Agency ("EMA") during the fourth quarter of 2016.

Basis of Presentation

All financial information presented includes the accounts of the Company and its wholly-owned subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation.

The unaudited financial statements of Clovis Oncology, Inc. included herein reflect all adjustments, consisting only of normal recurring adjustments that, in the opinion of management, are necessary to fairly state our financial position, results of operations and cash flows for the periods presented herein. Interim results may not be indicative of the results that may be expected for the full year. Certain information and footnote disclosures normally included in audited financial statements prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP") have been condensed or omitted pursuant to the rules and regulations of the U.S. Securities and Exchange Commission ("SEC"). These financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto which are included in our Annual Report on Form 10-K for the year ended December 31, 2016 ("2016 Form 10-K") for a broader discussion of our business and the opportunities and risks inherent in such business.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, expenses and revenue and related disclosures. On an ongoing basis, we evaluate our estimates, including estimates related to revenue deductions, intangible asset impairment, clinical trial accruals and share-based compensation expense. We base our estimates on historical experience and other market-specific or other relevant assumptions that we believe to be reasonable under the circumstances. Actual results may differ from those estimates or assumptions.

Liquidity

We have incurred significant net losses since inception and have relied on our ability to fund our operations through debt and equity financings. We expect operating losses and negative cash flows to continue for the foreseeable future. As we continue to incur losses, transition to profitability is dependent upon achieving a level of revenues from Rubraca adequate to support our cost structure. We may never achieve profitability, and unless or until we do, we will continue to need to raise additional cash.

In January 2017, we sold 5,750,000 shares of our common stock in a public offering at $41.00 per share. The net proceeds from the offering were $221.2 million, after deducting underwriting discounts and commissions and offering expenses. We intend to use the net proceeds of the offering for general corporate purposes, including commercial planning and sales and marketing expenses associated with the launch of Rubraca in the United States and, if approved by the EMA, in Europe, funding of our development programs, selling, general and administrative expenses, acquisition or licensing of additional product candidates or businesses and working capital. Based on current estimates, we believe that our existing cash, cash equivalents and available-for-sale securities will allow us to fund our operating plan through at least the next 12 months.

2. Summary of Significant Accounting Policies

Revenue Recognition

Product revenue is derived from sales of our product, Rubraca, in the United States. We distribute our product in the U.S. principally through a limited number of specialty distributor and specialty pharmacy providers, collectively, our customers. Our customers subsequently resell our products to patients and healthcare providers. Separately, we have arrangements with certain payors and other third parties that provide for government-mandated and privately-negotiated rebates, chargebacks and other discounts.

Revenues from product sales are recognized when persuasive evidence of an arrangement exists, delivery has occurred and title of the product and associated risk of loss has passed to the customer, the price is fixed or determinable, collection from the customer has been reasonably assured and all performance obligations have been met and returns and allowances can be reasonably estimated. Revenue is recorded net of estimated rebates, chargebacks, discounts and other deductions as well as estimated product returns (collectively, "sales deductions"). We only recognize revenue on product sales once the product is resold to the patient or healthcare provider by the specialty distributor or specialty pharmacy provider, therefore reducing the significance of estimates made for product returns. To date, we have not had any product returns and, we currently do not have an accrual for product returns. We will continue to assess our estimate for product returns as we gain additional historical experience.

Cost of Sales – Product

Product cost of sales consists primarily of materials, third-party manufacturing costs as well as freight and royalties owed to our licensing partners for Rubraca sales. Based on our policy to expense costs associated with the manufacture of our products prior to regulatory approval, certain of the manufacturing costs of Rubraca units recognized as revenue during the three months ended March 31, 2017 were expensed prior to the December 19, 2016 FDA approval, and therefore are not included in costs of sales during the current period. We expect cost of sales to increase in relation to product revenues as we deplete these inventories and we expect to use the remaining pre-commercialization inventory for product sales through the third quarter of 2017.

Cost of Sales – Intangible Asset Amortization

Cost of sales for intangible asset amortization consists of the amortization of capitalized milestone payments made to our licensing partners upon FDA approval of Rubraca. Milestone payments are amortized on a straight-line basis over the estimated remaining patent life of Rubraca.

Inventory

Inventories are stated at the lower of cost or estimated net realizable value, on a first-in, first-out, or FIFO, basis. We began capitalizing incurred inventory related costs upon the regulatory approval of Rubraca. Prior to the regulatory approval of Rubraca, we incurred costs for the manufacture of the drug that could potentially be available to support the commercial launch of Rubraca and all such costs were recognized as research and development expense. We periodically analyze our inventory levels, and write down inventory that has become obsolete, inventory that has a cost basis in excess of its estimated realizable value and/or inventory in excess of expected sales requirements as cost of product revenues. Expired inventory would be disposed of and the related costs would be written off as cost of product revenues.

The active pharmaceutical ingredient ("API") in Rubraca is currently produced by a single supplier. As the API has undergone significant manufacturing specific to its intended purpose at the point it is purchased by us, we classify the API as work-in-process inventory.

Our other significant accounting policies are described in Note 2, *Summary of Significant Accounting Policies* of the Notes to the Consolidated Financial Statements included in the Company's 2016 Form 10-K.

From time to time, the Financial Accounting Standards Board ("FASB") or other standards setting bodies issue new accounting pronouncements. Updates to the FASB Accounting Standards Codification ("ASC") are communicated through issuance of an Accounting Standards Update ("ASU").

Recently Adopted Accounting Standards

During the first quarter of 2017, we adopted ASU No. 2016-09, "Compensation – Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting", which is intended to simplify the financial reporting of the income tax impacts of share-based compensation arrangements. The classification guidance under ASU No. 2016-09 requires the recognition of excess tax benefits from share-based compensation arrangements as a discrete item within income tax benefit rather than additional paid-in capital and the classification guidance requiring presentation of excess tax benefits from share-based compensation arrangements as an operating activity on the statement of cash flows, rather than as a financing activity.

The adoption of ASU No 2016-09 had no immediate impact on our financial statements and related disclosures because we do not currently recognize a tax benefit related to share-based compensation expense as we maintain net operating loss carryforwards and have established a valuation allowance against the entire net deferred tax asset as of March 31, 2017. Further, we have elected to continue to estimate the number of stock-based awards expected to vest, as permitted by ASU 2016-09, rather than electing to account for forfeitures as they occur.

Also during the first quarter of 2017, we adopted ASU 2015-11, "Simplifying the Measurement of Inventory," which was issued by the FASB in July 2015. ASU 2015-11 applies a simplified method to value inventory at the lower of cost or net realizable value rather than at the lower of cost or market. The adoption of ASU 2015-11 had no impact on our consolidated financial statements.

In January 2017, the FASB issued ASU No. 2017-04, "Simplifying the Test for Goodwill Impairment." ASU No. 2017-04 removes the requirement to compare the implied fair value of goodwill with its carrying amount as part of step 2 of the goodwill impairment test. As a result, under the ASU, an entity should perform its annual, or interim, goodwill impairment by comparing the fair value of a reporting unit with its carrying amounts and should recognize an impairment charge for the amount by which the carrying amount exceeds the reporting unit's fair value; however, the loss recognized should not exceed the total amount of goodwill allocated to that reporting unit. As permitted by the ASU, we have early adopted this standard and will apply the new guidance to any interim or annual goodwill impairment testing performed after the date of adoption, March 1, 2017.

Recently Issued Accounting Standards

In May 2014, the FASB issued ASU No. 2014-09, "Revenue from Contracts with Customers" and has subsequently issued several supplemental and/or clarifying ASUs (collectively, "ASC 606"). ASC 606 prescribes a single common revenue standard that replaces most existing U.S. GAAP revenue recognition guidance. ASC 606 is intended to provide a more consistent interpretation and application of the principles outlined in the standard across filers in multiple industries and within the same industries compared to current practices, which should improve comparability. Adoption of ASC 606 is required for annual and interim periods beginning after December 15, 2017. Upon adoption, we must elect to adopt either retrospectively to each prior reporting period presented or use the modified retrospective transition method with the cumulative effect of initial adoption recognized at the date of initial application. We expect to apply the new standard using the modified retrospective method upon its adoption date on January 1, 2018.

We have begun a comprehensive scoping process to identify and disaggregate all revenue streams that may be impacted by the adoption of ASC 606. To date, we have examined our revenue recognition policy specific to revenue streams from representative contracts governing product sales from Rubraca and have come to preliminary conclusions on the impact of the new standard using the 5-step process prescribed by ASC 606. However, a detailed analysis of

individual contracts representative of each of the revenue streams planned for the assessment phase of our implementation plan may impact these preliminary conclusions. We are continuing to assess ASC 606's impact on its financial statements.

In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)," which requires lessees to recognize assets and liabilities for the rights and obligations created by most leases on their balance sheet. The guidance is effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. Early application is permitted. ASU 2016-02 requires modified retrospective adoption for all leases existing at, or entered into after, the date of initial application, with an option to use certain transition relief. We are currently evaluating the impact the standard may have on our consolidated financial statements and related disclosures.

3. Financial Instruments and Fair Value Measurements

Fair value is defined as the exchange price that would be received to sell an asset or paid to transfer a liability (at exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date.

The three levels of inputs that may be used to measure fair value include:

Level 1: Quoted prices in active markets for identical assets or liabilities. Our Level 1 assets consist of money market investments. We do not have Level 1 liabilities.

Level 2: Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities in active markets or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. Our Level 2 assets consist of U.S. treasury securities. We do not have Level 2 liabilities.

Level 3: Unobservable inputs that are supported by little or no market activity. We do not have Level 3 assets or liabilities that are measured at fair value on a recurring basis.

The following table identifies our assets and liabilities that were measured at fair value on a recurring basis (in thousands):

	Balance	Level 1	Level 2	Level 3
March 31, 2017				
Assets:				
Money market	$ 123,166	$ 123,166	$ —	$ —
U.S. treasury securities	256,278	—	256,278	—
Total assets at fair value	$ 379,444	$ 123,166	$ 256,278	$ —
December 31, 2016				
Assets:				
Money market	$ 202,361	$ 202,361	$ —	$ —
U.S. treasury securities	49,997	—	49,997	—
Total assets at fair value	$ 252,358	$ 202,361	$ 49,997	$ —

There were no transfers between the Level 1 and Level 2 categories or into or out of the Level 3 category during the three months ended March 31, 2017.

Financial instruments not recorded at fair value include our convertible senior notes. At March 31, 2017, the carrying amount of the convertible senior notes was $281.4 million, which represents the aggregate principal amount net of remaining debt issuance costs, and the fair value was $370.9 million. The fair value was determined using Level 2 inputs based on the indicative pricing published by certain investment banks or trading levels of the Notes, which are not listed on any securities exchange or quoted on an inter-dealer automated quotation system. See Note 9, *Convertible Senior Notes* for discussion of the convertible senior notes.

4. Available-for-Sale Securities

As of March 31, 2017, available-for-sale securities consisted of the following (in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Aggregate Fair Value
U.S. treasury securities	$ 256,290	$ —	$ (12)	$ 256,278

As of December 31, 2016, available-for-sale securities consisted of the following (in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Aggregate Fair Value
U.S. treasury securities	$ 50,004	$ —	$ (7)	$ 49,997

As of March 31, 2017, the fair value and gross unrealized losses of available-for-sale securities that have been in a continuous unrealized loss position for less than 12 months were as follows (in thousands):

	Aggregate Fair Value	Gross Unrealized Losses
U.S. treasury securities	$ 256,278	$ (12)

We have concluded that decline in the market value of the available-for-sales securities is temporary. A decline in the market value of a security below its cost that is deemed to be other than temporary is charged to earnings and results in the establishment of a new cost basis for the security. Factors evaluated to determine if an investment is other-than-temporarily impaired include significant deterioration in earnings performance, credit rating, asset quality or business prospects of the issuer; adverse changes in the general market conditions in which the issuer operates; and our intent and ability to hold the security until an anticipated recovery in value occurs.

As of March 31, 2017, the amortized cost and fair value of available-for-sale securities by contractual maturity were (in thousands):

	Amortized Cost	Fair Value
Due in one year or less	$ 256,290	$ 256,278
Due in one year to two years	—	—
Total	$ 256,290	$ 256,278

5. Inventories

We generally have two categories of inventory: work-in-process and finished goods. As of March 31, 2017, the carrying value of all of our product inventory, which consisted only of the Rubraca API, was categorized as work-in-process. The costs related to our finished goods on-hand as of March 31, 2017 were expensed as incurred prior to the commercialization of Rubraca on December 19, 2016. The carrying value of our inventory as of December 31, 2016 was zero.

At March 31, 2017, other assets on the Consolidated Balance Sheets includes a cash deposit of $18.2 million made to a manufacturer for the purchase of inventory which we do not expect to be commercially consumed within the next twelve months.

6. Other Current Assets

Other current assets were comprised of the following (in thousands):

	March 31, 2017	December 31, 2016
Receivable from partners	$ 770	$ 2,882
Prepaid insurance	878	1,234
Prepaid expenses - other	2,975	2,109
Receivable - other	963	364
Other	59	90
Total	$ 5,645	$ 6,679

7. Intangible Assets and Goodwill

Intangible assets related to capitalized milestones under license agreements consisted of the following (in thousands):

	March 31, 2017	December 31, 2016
Intangible asset - milestones	$ 21,100	$ 21,100
Accumulated amortization	(425)	(53)
Total intangible asset, net	$ 20,675	$ 21,047

The estimated useful lives of these intangible assets are based on the estimated remaining patent life of Rubraca and extend through 2031.

We recorded amortization expense of $0.4 million related to capitalized milestone payments during the three months ended March 31, 2017 included in cost of sales – intangible asset amortization at the Consolidated Statements of Operations and Comprehensive Loss. There was no amortization expense during the three months ended March 31, 2016.

Estimated future amortization expense associated with intangibles is expected to be as follows (in thousands):

2017 (remaining)	$ 1,114
2018	1,486
2019	1,486
2020	1,486
2021	1,486
Thereafter	13,617
	$ 20,675

The change in goodwill established as part of the purchase accounting of EOS in November 2013 consisted of the following (in thousands):

Balance at December 31, 2016	$ 57,192
Change in foreign currency gains and losses	823
Balance at March 31, 2017	$ 58,015

8. Other Accrued Expenses

Other accrued expenses were comprised of the following (in thousands):

	March 31, 2017	December 31, 2016
Accrued personnel costs	$ 5,808	$ 15,850
Accrued interest payable	299	2,096
Income tax payable	629	556
Accrued corporate legal fees and professional services	1,467	589
Accrued expenses - other	880	396
Total	$ 9,083	$ 19,487

9. Convertible Senior Notes

On September 9, 2014, we completed a private placement of $287.5 million aggregate principal amount of 2.5% convertible senior notes due 2021 (the "Notes") resulting in net proceeds of $278.3 million after deducting offering expenses. In accordance with the accounting guidance, the conversion feature did not meet the criteria for bifurcation, and the entire principal amount was recorded as a long-term liability on the Consolidated Balance Sheets.

The Notes are governed by the terms of the indenture between the Company, as issuer, and The Bank of New York Mellon Trust Company, N.A., as trustee. The Notes are senior unsecured obligations and bear interest at a rate of 2.5% per year, payable semi-annually in arrears on March 15 and September 15 of each year. The Notes will mature on September 15, 2021, unless earlier converted, redeemed or repurchased.

Holders may convert all or any portion of the Notes at any time prior to the close of business on the business day immediately preceding the maturity date. Upon conversion, the holders will receive shares of our common stock at an initial conversion rate of 16.1616 shares per $1,000 in principal amount of Notes, equivalent to a conversion price of approximately $61.88 per share. The conversion rate is subject to adjustment upon the occurrence of certain events described in the indenture, but will not be adjusted for any accrued and unpaid interest. In addition, following certain corporate events that occur prior to the maturity date or upon our issuance of a notice of redemption, we will increase the conversion rate for holders who elect to convert the Notes in connection with such a corporate event or during the related redemption period in certain circumstances.

On or after September 15, 2018, we may redeem the Notes, at our option, in whole or in part, if the last reported sale price of our common stock has been at least 150% of the conversion price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period ending not more than two trading days preceding the date on which we provide written notice of redemption at a redemption price equal to 100% of the principal amount of the Notes to be redeemed plus accrued and unpaid interest to, but excluding, the redemption date. No sinking fund is provided for the Notes.

If we undergo a fundamental change, as defined in the indenture, prior to the maturity date of the Notes, holders may require us to repurchase for cash all or any portion of the Notes at a fundamental change repurchase price equal to 100% of the principal amount of the Notes to be repurchased, plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date.

The Notes rank senior in right of payment to any of our indebtedness that is expressly subordinated in right of payment to the Notes; equal in right of payment to all of our liabilities that are not so subordinated; effectively junior in right of payment to any secured indebtedness to the extent of the value of the assets securing such indebtedness; and structurally junior to all indebtedness and other liabilities (including trade payables) of our subsidiaries.

In connection with the issuance of the Notes, we incurred $9.2 million of debt issuance costs. The debt issuance costs are presented as a deduction from convertible senior notes on the Consolidated Balance Sheets and are amortized as interest expense over the expected life of the Notes using the effective interest method. We determined the expected life of the debt was equal to the seven-year term of the Notes. As of March 31, 2017 and December 31, 2016, the balance of unamortized debt issuance costs was $6.1 million and $6.4 million, respectively.

The following table sets forth total interest expense recognized during the three months ended March 31, 2017 and 2016 (in thousands):

	Three months ended March 31,	
	2017	2016
Contractual interest expense	$ 1,797	$ 1,797
Accretion of interest on milestone liability	467	—
Amortization of debt issuance costs	317	307
Total interest expense	$ 2,581	$ 2,104

10. Stockholders' Equity

Common Stock

In January 2017, we sold 5,750,000 shares of our common stock in a public offering at $41.00 per share. The net proceeds from the offering were $221.2 million, after deducting underwriting discounts and commissions and offering expenses.

The holders of common stock are entitled to one vote per share on all matters to be voted upon by our stockholders. Subject to the preferences that may be applicable to any outstanding shares of preferred stock, the holders of common stock are entitled to receive ratably such dividends, if any, as may be declared by our Board of Directors.

Accumulated Other Comprehensive Loss

Accumulated other comprehensive loss consists of changes in foreign currency translation adjustments, which includes changes in a subsidiary's functional currency, and unrealized gains and losses on available-for-sale securities.

The accumulated balances related to each component of other comprehensive income (loss) are summarized as follows (in thousands):

	Foreign Currency Translation Adjustments		Unrealized (Losses) Gains		Total Accumulated Other Comprehensive Loss	
	2017	2016	2017	2016	2017	2016
Balance at December 31,	$ (47,434)	$ (47,077)	$ (146)	$ (383)	$ (47,580)	$ (47,460)
Other comprehensive income (loss)	735	5,580	(5)	365	730	5,945
Total before tax	(46,699)	(41,497)	(151)	(18)	(46,850)	(41,515)
Tax effect	(268)	(2,067)	—	(135)	(268)	(2,202)
Balance at March 31,	$ (46,967)	$ (43,564)	$ (151)	$ (153)	$ (47,118)	$ (43,717)

The period change between December 31, 2016 and March 31, 2017 was primarily due to the currency translation of the goodwill and deferred income taxes associated with the acquisition of EOS in November 2013. There were no reclassifications out of accumulated other comprehensive loss in both the three months ended March 31, 2017 and 2016.

11. Share-Based Compensation

Share-based compensation expense for all equity based programs, including stock options, restricted stock units and the employee stock purchase plan, for the three months ended March 31, 2017 and 2016 was recognized in the accompanying Consolidated Statements of Operations as follows (in thousands):

	Three months ended March 31,	
	2017	2016
Research and development	$ 4,167	$ 7,309
Selling, general and administrative	4,780	3,656
Total share-based compensation expense	$ 8,947	$ 10,965

We did not recognize a tax benefit related to share-based compensation expense during the three months ended March 31, 2017 and 2016, respectively, as we maintain net operating loss carryforwards and have established a valuation allowance against the entire net deferred tax asset as of March 31, 2017.

Stock Options

The following table summarizes the activity relating to our options to purchase common stock for the three months ended March 31, 2017:

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value (Thousands)
Outstanding at December 31, 2016	5,520,482	$ 42.00		
Granted	446,200	64.43		
Exercised	(252,912)	22.44		
Forfeited	(128,180)	38.10		
Outstanding at March 31, 2017	5,585,590	$ 44.77	7.6	$ 134,859
Vested and expected to vest at March 31, 2017	5,212,054	$ 44.76	7.5	$ 126,378
Vested and exercisable at March 31, 2017	2,948,774	$ 44.46	6.4	$ 73,489

The aggregate intrinsic value in the table above represents the pretax intrinsic value, based on our closing stock price of $63.67 as of March 31, 2017, which would have been received by the option holders had all option holders with in-the-money options exercised their options as of that date.

The following table summarizes information about our stock options as of and for the three months ended March 31, 2017 and 2016 (in thousands):

	Three months ended March 31,	
	2017	2016
Weighted-average grant date fair value per share	$ 47.71	$ 15.24
Intrinsic value of options exercised	$ 9,525	$ 46
Cash received from stock option exercises	$ 5,674	$ 55

As of March 31, 2017, the unrecognized share-based compensation expense related to unvested options, adjusted for expected forfeitures, was $81.5 million and the estimated weighted-average remaining vesting period was 2.6 years.

Restricted Stock

During 2016, we issued restricted stock units ("RSUs") to certain employees under the 2011 Stock Incentive Plan. The RSUs ratably cliff vest one year from the date of grant with the remaining RSUs vesting ratably each subsequent quarter over either a two-year or four-year vesting period, as defined in the grant agreement. Vested RSUs are payable in shares of our common stock at the end of the vesting period. RSUs are measured based on the fair value of the underlying stock on the grant date. The minimum statutory tax on the value of common stock shares issued to employees upon vesting are paid by us through the sale of registered shares of our common stock.

The following table summarizes the activity relating to our unvested RSUs for the three months ended March 31, 2017:

	Number of Units	Weighted Average Grant Date Fair Value
Unvested at December 31, 2016	562,458	$ 24.70
Granted	210,484	61.42
Vested	(42,754)	19.37
Forfeited	(20,991)	20.81
Unvested as of March 31, 2017	709,197	$ 36.03
Expected to vest after March 31, 2017	592,152	$ 35.53

As of March 31, 2017, the unrecognized share-based compensation expense related to unvested RSUs, adjusted for expected forfeitures, was $19.7 million and the estimated weighted-average remaining vesting period was 3.6 years.

12. License Agreements

In June 2011, we entered into a worldwide license agreement with Pfizer, Inc. to obtain exclusive global rights to develop and commercialize rucaparib, a small molecule inhibitor of poly (ADP-ribose) polymerase ("PARP"), used for the treatment of selected solid tumors. The exclusive rights are exclusive even as to Pfizer and include the right to grant sublicenses. Pursuant to the terms of the license agreement, we made a $7.0 million upfront payment to Pfizer and are required to make additional payments to Pfizer for the achievement of certain development and regulatory and sales milestones and royalties on sales as required by the license agreement. Prior to the FDA approval of rucaparib, discussed below, we made milestone payments of $1.4 million, which were recognized as acquired in-process research and development expense.

On August 30, 2016, we entered into a first amendment to the worldwide license agreement with Pfizer, which amends the June 2011 existing worldwide license agreement to permit us to defer payment of the milestone payments payable upon (i) FDA approval of an NDA for 1st Indication in US and (ii) EMA approval of an MAA for 1st Indication in EU, to a date that is 18 months after the date of achievement of such milestones. In the event that we defer such milestone payments, we have agreed to certain higher payments related to the achievement of such milestones.

On December 19, 2016, the FDA approved Rubraca (rucaparib) tablets as monotherapy for the treatment of patients with deleterious BRCA mutation (germline and/or somatic) associated advanced ovarian cancer who have been treated with two or more chemotherapies, and selected for therapy based on an FDA-approved companion diagnostic for Rubraca. The FDA approval resulted in a $0.75 million milestone payment to Pfizer as required by the license agreement, which was made in the first quarter of 2017. The FDA approval also resulted in the obligation to pay a $20.0 million milestone payment, for which we have exercised the option to defer payment by agreeing to pay $23.0 million within 18 months after the date of the FDA approval. These payments were recognized as intangible assets and will be amortized over the estimated remaining useful life of Rubraca.

We are obligated under the license agreement to use commercially reasonable efforts to develop and commercialize rucaparib and we are responsible for all remaining development and commercialization costs for rucaparib. We are required to make regulatory milestone payments to Pfizer of up to an additional $69.75 million in aggregate if specified clinical study objectives and regulatory filings, acceptances and approvals are achieved. In addition, we are obligated to make sales milestone payments to Pfizer if specified annual sales targets for rucaparib are met, the majority of which relate to annual sales targets of $500.0 million and above, which, in the aggregate, could amount to total milestone payments of $170.0 million, and tiered royalty payments at a mid-teen percentage rate on our net sales, with standard provisions for royalty offsets to the extent we need to obtain any rights from third parties to commercialize rucaparib.

In April 2012, we entered into a license agreement with AstraZeneca UK Limited to acquire exclusive rights associated with rucaparib under a family of patents and patent applications that claim methods of treating patients with PARP inhibitors in certain indications. The license enables the development and commercialization of rucaparib for the uses claimed by these patents. The FDA approval of rucaparib on December 19, 2016 resulted in a $0.35 million milestone obligation to AstraZeneca as required by the license agreement, which was paid in the first quarter of 2017. This payment was recognized in intangible assets and will be amortized over the estimated remaining useful life of rucaparib. AstraZeneca will also receive royalties on any net sales of rucaparib.

We are party to other product license agreements for our other drug candidates, lucitanib and rociletinib (see our 2016 Form 10-K for additional details). We and Les Laboratories Servier ("Servier") are developing lucitanib pursuant to a global development plan agreed to between the parties. Servier is responsible for all of the global development costs for lucitanib up to €80.0 million. Cumulative global development costs in excess of €80.0 million, if any, will be shared equally between us and Servier. We recorded a $0.8 million and $1.3 million receivable at March 31, 2017 and December 31, 2016, respectively, for the reimbursable development costs incurred under the global development plan, which is included in other current assets on the Consolidated Balance Sheets. For the three months ending March 31, 2017 and 2016, we incurred $0.7 million and $3.6 million, respectively, in research and development costs and recorded reductions in research and development expense of $0.8 million and $3.6 million, respectively, for reimbursable development costs due from Servier.

During the second quarter of 2016, we and Servier agreed to discontinue the development of lucitanib for breast cancer and lung cancer and are continuing to evaluate, what, if any, further development of lucitanib will be pursued. Based on current estimates, we expect to complete the committed on-going development activities in 2017 and expect full reimbursement of our development costs from Servier. Reimbursements are recorded as a reduction to research and development expense on the Consolidated Statements of Operations.

13. Net Loss Per Common Share

Basic net loss per share is calculated by dividing net loss by the weighted-average number of common shares outstanding during the period. Diluted net loss per share is computed by dividing net loss by the weighted-average number of common share equivalents outstanding using the treasury-stock method for the stock options and RSUs and the if-converted method for the Notes. As a result of our net losses for the periods presented, all potentially dilutive common share equivalents were considered anti-dilutive and were excluded from the computation of diluted net loss per share.

The shares outstanding at the end of the respective periods presented in the table below were excluded from the calculation of diluted net loss per share due to their anti-dilutive effect (in thousands):

	Three months ended March 31,	
	2017	2016
Common shares under option	3,557	539
Convertible senior notes	4,646	4,646
Total potential dilutive shares	8,203	5,185

14. Commitments and Contingencies

Royalty and License Fee Commitments

We have entered into certain license agreements, as identified in Note 12, *License Agreements*, with third parties that include the payment of development and regulatory milestones, as well as royalty payments, upon the achievement of pre-established development, regulatory and commercial targets. Our payment obligation related to these license agreements is contingent upon the successful development, regulatory approval and commercialization of the licensed products. Due to the nature of these arrangements, the future potential payments are inherently uncertain, and accordingly, we only recognize payment obligations which are probable and estimable as of the balance sheet date. Milestone liabilities of $20.5 million and $20.1 million are recorded on our Consolidated Balance Sheets at March 31, 2017 and December 31, 2016, respectively, and relate to milestone payments for the licensing of our rucaparib product, which was approved by the FDA on December 19, 2016.

Manufacture and Services Agreement Commitments

On October 3, 2016, we entered into a Manufacturing and Services Agreement (the "Agreement") with a non-exclusive third-party supplier for the production of the active ingredient for Rubraca. Under the terms of the Agreement, we will provide the third-party supplier a rolling forecast for the supply of the active ingredient in Rubraca that will be updated by us on a quarterly basis. We are obligated to order material sufficient to satisfy an initial quantity specified in any forecast. In addition, the third-party supplier will construct, in its existing facility, a production train that will be exclusively dedicated to the manufacture of the Rubraca active ingredient. We are obligated to make scheduled capital program fee payments toward capital equipment and other costs associated with the construction of the dedicated production train. Further, once the facility is operational, we are obligated to pay a fixed facility fee each quarter for the duration of the Agreement, which expires on December 31, 2025, unless extended by mutual consent of the parties. As of March 31, 2017, $174.5 million of purchase commitments exist under the Agreement.

Legal Proceedings

We and certain of our officers were named as defendants in several lawsuits, as described below. We cannot reasonably predict the outcome of these legal proceedings, nor can we estimate the amount of loss or range of loss, if any, that may result. An adverse outcome in these proceedings could have a material adverse effect on our results of operations, cash flows or financial condition.

On November 19, 2015, Steve Kimbro, a purported shareholder of Clovis, filed a purported class action complaint (the "Kimbro Complaint") against Clovis and certain of its officers in the United States District Court for the District of Colorado. The Kimbro Complaint purports to be asserted on behalf of a class of persons who purchased Clovis stock between October 31, 2013 and November 15, 2015. The Kimbro Complaint generally alleges that Clovis and certain of its officers violated federal securities laws by making allegedly false and misleading statements regarding the progress toward FDA approval and the potential for market success of rociletinib. The Kimbro Complaint seeks unspecified damages.

Also on November 19, 2015, a second purported shareholder class action complaint was filed by Sonny P. Medina, another purported Clovis shareholder, containing similar allegations to those set forth in the Kimbro Complaint, also in the United States District Court for the District of Colorado (the "Medina Complaint"). The Medina Complaint purports to be asserted on behalf of a class of persons who purchased Clovis stock between May 20, 2014 and November 13, 2015. On November 20, 2015, a third complaint was filed by John Moran in the United States District Court for the Northern District of California (the "Moran Complaint"). The Moran Complaint contains similar allegations to those asserted in the Kimbro and Medina Complaints and purports to be asserted on behalf of a plaintiff class who purchased Clovis stock between October 31, 2013 and November 13, 2015.

On December 14, 2015, Ralph P. Rocco, a fourth purported shareholder of Clovis, filed a complaint in the United States District Court for the District of Colorado (the "Rocco Complaint"). The Rocco Complaint contains similar allegations to those set forth in the previous complaints and purports to be asserted on behalf of a plaintiff class who purchased Clovis stock between October 31, 2013 and November 15, 2015.

On January 19, 2016, a number of motions were filed in both the District of Colorado and the Northern District of California seeking to consolidate the shareholder class actions into one matter and for appointment of a lead plaintiff. All lead plaintiff movants other than M. Arkin (1999) LTD and Arkin Communications LTD (the "Arkin Plaintiffs") subsequently filed notices of non-opposition to the Arkin Plaintiffs' application.

On February 2, 2016, the Arkin Plaintiffs filed a motion to transfer the Moran Complaint to the District of Colorado (the "Motion to Transfer"). Also on February 2, 2016, the defendants filed a statement in the Northern District of California supporting the consolidation of all actions in a single court, the District of Colorado. On February 3, 2016, the Northern District of California court denied without prejudice the lead plaintiff motions filed in that court pending a decision on the Motion to Transfer.

On February 16, 2016, the defendants filed a memorandum in support of the Motion to Transfer, and plaintiff Moran filed a notice of non-opposition to the Motion to Transfer. On February 17, 2016, the Northern District of California court granted the Motion to Transfer.

On February 18, 2016, the Medina court issued an opinion and order addressing the various motions for consolidation and appointment of lead plaintiff and lead counsel in the District of Colorado actions. By this ruling, the court consolidated the Medina, Kimbro and Rocco actions into a single proceeding. The court also appointed the Arkin Plaintiffs as the lead plaintiffs and Bernstein Litowitz Berger & Grossman as lead counsel for the putative class.

On April 1, 2016, the Arkin Plaintiffs and the defendants filed a stipulated motion to set the schedule for the filing of a consolidated complaint in the Medina, Kimbro and Rocco actions (the "Consolidated Complaint") and the responses thereto, including the defendants' motion to dismiss the Consolidated Complaint (the "Motion to Dismiss"), and to stay discovery and related proceedings until the District of Colorado issues a decision on the Motion to Dismiss. The stipulated motion was entered by the District of Colorado on April 4, 2016.

Subject to further agreed-upon extensions by the parties, the Arkin Plaintiffs filed a Consolidated Complaint on May 6, 2016. The Consolidated Complaint names as defendants the Company and certain of its current and former officers (the "Clovis Defendants"), certain underwriters (the "Underwriter Defendants") for a Company follow-on offering conducted in July 2015 (the "July 2015 Offering") and certain Company venture capital investors (the "Venture Capital Defendants"). The Consolidated Complaint alleges that defendants violated particular sections of the Securities Exchange Act of 1934 (the "Exchange Act") and the Securities Act of 1933 (the "Securities Act"). The purported misrepresentations and omissions concern allegedly misleading statements about rociletinib. The consolidated action is purportedly brought on behalf of investors who purchased the Company's securities between May 31, 2014 and April 7,

2016 (with respect to the Exchange Act claims) and investors who purchased the Company's securities pursuant or traceable to the July 2015 Offering (with respect to the Securities Act claims). The Consolidated Complaint seeks unspecified compensatory and recessionary damages.

On May 23, 2016, the Medina, Kimbro, Rocco, and Moran actions were consolidated for all purposes in a single proceeding in the District of Colorado.

The Clovis Defendants, the Underwriter Defendants and the Venture Capital Defendants filed a Motion to Dismiss on July 27, 2016, the Arkin Plaintiffs filed their opposition on September 23, 2016, and the defendants filed their replies on October 14, 2016.

On February 9, 2017, Judge Raymond P. Moore of the District of Colorado issued an Opinion and Order granting in part and denying in part the Clovis Defendants' Motion to Dismiss. The Clovis Defendants' Motion to Dismiss was granted with prejudice with respect to named defendant Gillian Ivers-Read and granted with respect to certain statements determined by the Court to be nonactionable statements of opinion or optimism. The Clovis Defendants' Motion to Dismiss was otherwise denied. Next, the Court granted in part and denied in part the Underwriter Defendants' Motion to Dismiss. The Underwriter Defendants' Motion to Dismiss was granted without prejudice with respect to Plaintiffs' claim under Section 12(a) of the Securities Act and granted insofar as the Court determined that certain statements challenged under Section 11 of the Securities Act are nonactionable statements of opinion or optimism. The Opinion and Order provided that Plaintiffs shall have until February 23, 2017 to file an amended pleading directed solely as to their Section 12(a) claim against the Underwriter Defendants. The Underwriters Defendants' Motion to dismiss was otherwise denied. Finally, the court granted the Venture Capital Defendants' Motion to Dismiss with prejudice.

On April 11, 2017, the Court entered a scheduling order providing for, inter alia, a schedule for completing document and fact discovery, as well as setting briefing schedules for motions for class certification and motions for summary judgment.

On March 14, 2017, the Clovis Defendants and the Arkin Plaintiffs participated in a mediation, which did not result in a settlement. We intend to vigorously defend the lawsuit, but there can be no assurance that the defense will be successful.

On January 22, 2016, the Electrical Workers Local #357 Pension and Health & Welfare Trusts, a purported shareholder of Clovis, filed a purported class action complaint (the "Electrical Workers Complaint") against Clovis and certain of its officers, directors, investors and underwriters in the Superior Court of the State of California, County of San Mateo. The Electrical Workers Complaint purports to be asserted on behalf of a class of persons who purchased stock in Clovis' July 8, 2015 follow-on offering. The Electrical Workers Complaint generally alleges that the defendants violated the Securities Act because the offering documents for the July 8, 2015 follow-on offering contained allegedly false and misleading statements regarding the progress toward FDA approval and the potential for market success of rociletinib. The Electrical Workers Complaint seeks unspecified damages.

On February 25, 2016, the defendants removed the case to the United States District Court for the Northern District of California and thereafter moved to transfer the case to the District of Colorado ("Motion to Transfer"). On March 2, 2016, the plaintiff filed a motion to remand the case to San Mateo County Superior Court ("Motion to Remand"). Following briefing on the Motion to Transfer and the Motion to Remand, the Northern District of California held a hearing on April 18, 2016 concerning the Motion to Remand, at the conclusion of which the court granted to the Motion to Remand. On May 5, 2016, the Northern District of California issued a written decision and order granting the Motion to Remand the case to the Superior Court, County of San Mateo and denying the Motion to Transfer as moot.

While the case was pending in the United States District Court for the Northern District of California, the parties entered into a stipulation extending the defendants' time to respond to the Electrical Workers Complaint for 30 days following the filing of an amended complaint by plaintiff or the designation by plaintiff of the Electrical Workers Complaint as the operative complaint. Following remand, Superior Court of the State of California, County of San Mateo so-ordered the stipulation on June 22, 2016.

On June 30, 2016, the Electrical Workers Plaintiffs filed an amended Complaint (the "Amended Complaint"). The Amended Complaint names as defendants the Company and certain of its current and former officers and directors, certain underwriters for the July 2015 Offering and certain Company venture capital investors. The Amended Complaint

purports to assert claims under the Securities Act based upon alleged misstatements in Clovis' offering documents for the July 2015 Offering. The Amended Complaint includes new allegations about the Company's rociletinib disclosures. The Amended Complaint seeks unspecified damages.

Pursuant to a briefing schedule ordered by the court on July 28, 2016, defendants filed a motion to stay the Electrical Workers action pending resolution of the Medina, Kimbro, Moran, and Rocco actions in the District of Colorado ("Motion to Stay"), and a demurrer to the Amended Complaint, on August 15, 2016; plaintiffs filed their oppositions on August 31, 2016; and the defendants filed their reply briefs on September 15, 2016. On September 23, 2016, after hearing oral argument, the San Mateo Superior Court granted defendants' motion to stay proceedings pending resolution of the related securities class action captioned *Medina v. Clovis Oncology, Inc., et. al.*, No. 1:15-cv-2546 (the "Colorado Action"). Per the order to stay proceedings, the San Mateo Superior Court will defer issuing a ruling on defendants' pending demurrer, and the parties' first status report as to the progress of the Colorado Action was filed with the San Mateo Superior Court on March 23, 2017. The parties' second status report as to the progress of the Colorado Action is due on September 21, 2017.

The Company intends to vigorously defend against the allegations contained in the Electrical Workers Amended Complaint, but there can be no assurance that the defense will be successful.

On November 10, 2016, Antipodean Domestic Partners ("Antipodean") filed a complaint (the "Antipodean Complaint") against Clovis and certain of its officers, directors and underwriters in New York Supreme Court, County of New York. The Antipodean Complaint alleges that the defendants violated certain sections of the Securities Act by making allegedly false statements to Antipodean and in the Offering Materials for the Secondary Offering relating to the efficacy of rociletinib, its safety profile, and its prospects for market success. In addition to the Securities Act claims, the Antipodean Complaint also asserts Colorado state law claims, and common law claims. Both the state law and common law claims are based on the allegedly false and misleading statements regarding rociletinib's progress toward FDA approval. The Antipodean Complaint seeks compensatory, recessionary, and punitive damages.

On December 15, 2016, the Antipodean Plaintiffs filed an amended complaint ("the Amended Complaint") asserting substantially the same claims against the same defendants. The Amended Complaint purports to correct certain details in the original Complaint.

On January 21, 2017, the parties entered into a stipulation extending the defendants' time to respond to the Antipodean Amended Complaint until March 29, 2017, subject to the terms and conditions stated therein. Pursuant to the January 21, 2017 stipulation, the defendants filed a motion to stay the Antipodean action pending resolution of the Medina, Kimbro, Moran, and Rocco actions in the District of Colorado ("Motion to Stay") on January 31, 2017; the plaintiff filed their opposition on March 17, 2017; and the defendants filed their reply brief on March 23, 2017. Also pursuant to the January 21, 2017 stipulation, the defendants filed a motion to dismiss the Antipodean Amended Complaint ("Motion to Dismiss") on March 29, 2017. Pursuant to a briefing schedule ordered by the court on April 17, 2017, the plaintiff's opposition briefs are due on April 27, 2017 and the defendants' reply briefs are due on May 11, 2017. Pursuant to the April 17, 2017 order, the Motion to Stay and Motion to Dismiss will be decided by the Court together.

On March 14, 2017, the Clovis Defendants and Antipodean participated in a mediation, which did not result in a settlement. We intend to vigorously defend against the allegations in the Antipodean Amended Complaint. However, there can be no assurance that the defense will be successful.

We received a letter dated May 31, 2016 from an alleged owner of our common stock, which purports to set forth a demand for inspection of certain of our books and records pursuant to *8 Del. C.* § 220 (the "Macalinao Demand Letter"). The Macalinao Demand Letter was purportedly made for the purposes of investigating alleged misconduct at the Company relating to rociletinib. On June 24, 2016, we submitted a response to the Macalinao Demand Letter. We believe that the allegations in the Macalinao Demand Letter are unfounded, but there can be no assurance about the likelihood of an adverse outcome. In January 2017, the Company produced certain books and records in response to the Macalinao Demand Letter.

On March 31, 2017, the purported shareholder filed under seal a shareholder derivative complaint (the "Macalinao Complaint") against certain directors and an officer of the Company in the Court of Chancery of the State of Delaware. On April 5, 2017, a public version of the Macalinao Complaint was filed. The Macalinao Complaint purports to rely on

documents produced in response to the Macalinao Demand Letter. The Macalinao Complaint generally alleges that the defendants breached their fiduciary duties owed to the Company by allegedly causing or allowing misrepresentations of the Company's business operations and prospects. The Macalinao Complaint also alleges claims for unjust enrichment. Finally, the Macalinao Complaint also alleges that certain director defendants engaged in insider trading. The Macalinao Complaint seeks, among other things, an award of money damages.

The Company intends to vigorously defend against the allegations contained in the Macalinao Complaint, but there can be no assurance that the defense will be successful.

We received a letter dated December 15, 2016 from a second alleged owner of our common stock, which purports to set forth a demand for inspection of the Company's books and records pursuant to *8 Del. C.* § 220 (the "McKenry Demand Letter"). The McKenry Demand Letter was purportedly made for the purposes of investigating alleged misconduct at the Company relating to rociletinib. On January 4, 2017, we submitted a response to the McKenry Demand Letter. The Company believes that the allegations in the McKenry Demand Letter are unfounded, but there can be no assurance about the likelihood of an adverse outcome. In February 2017, the Company produced certain books and records in response to the McKenry Demand Letter.

On March 23, 2017, the second purported shareholder filed under seal a shareholder derivative complaint (the "McKenry Complaint") against certain directors and an officer of the Company in the Court of Chancery of the State of Delaware. On March 27, 2017, a public version of the McKenry Complaint was filed. The McKenry Complaint purports to rely on documents produced in response to the McKenry Demand Letter. The McKenry Complaint generally alleges that the defendants breached their fiduciary duties owed to the Company by failing to properly ensure that the TIGER-X clinical trial was being conducted in accordance with applicable rules, regulations and protocol, and by allowing Clovis representatives to make materially misleading statements about the success of rociletinib. The McKenry Complaint seeks, among other things, an award of money damages.

The Company intends to vigorously defend against the allegations contained in the McKenry Complaint, but there can be no assurance that the defense will be successful.

On March 20, 2017, a purported shareholder of the Company, filed a shareholder derivative complaint (the "Guo Complaint") against certain officers and directors of the Company in the United States District Court for the District of Colorado. The Guo Complaint generally alleges that the defendants breached their fiduciary duties owed to the Company by either recklessly or with gross negligence approving or permitting misrepresentations of the Company's business operations and prospects. The Guo Complaint also alleges claims for waste of corporate assets and unjust enrichment. Finally, the Guo Complaint also alleges that certain of the individual defendants violated Section 14(a) of the Securities Exchange Act, by allegedly negligently issuing, causing to be issued, and participating in the issuance of materially misleading statements to stockholders which were contained in the Company's Proxy Statement on Schedule DEF 14A in connection with the 2015 Annual Meeting of Stockholders, held on June 11, 2015. The Guo Complaint seeks, among other things, an award of money damages.

The Company intends to vigorously defend against the allegations contained in the Guo Complaint, but there can be no assurance that the defense will be successful.

We have received requests for information from governmental agencies relating to our regulatory update announcement in November 2015 that the FDA requested additional clinical data on the efficacy and safety of rociletinib. We are cooperating with the inquiries.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Forward-Looking Information

This Quarterly Report on Form 10-Q and the information incorporated herein by reference includes statements that are, or may be deemed, "forward-looking statements." In some cases, these forward-looking statements can be identified by the use of forward-looking terminology, including the terms "believes," "estimates," "anticipates," "expects," "plans," "intends," "may," "could," "might," "will," "should," "approximately" or, in each case, their negative or other variations thereon or comparable terminology, although not all forward-looking statements contain these words. They appear in a number of places throughout this Quarterly Report on Form 10-Q and include statements regarding our intentions, beliefs, projections, outlook, analyses or current expectations concerning, among other things, our ongoing and planned non-clinical studies and clinical trials, the timing of and our ability to make regulatory filings and obtain and maintain regulatory approvals for our product candidates, the degree of clinical utility of our products, particularly in specific patient populations, expectations regarding clinical trial data, our results of operations, financial condition, liquidity, prospects, growth and strategies, the industry in which we operate and the trends that may affect the industry or us.

By their nature, forward-looking statements involve risks and uncertainties because they relate to events, competitive dynamics and industry change and depend on the economic circumstances that may or may not occur in the future or may occur on longer or shorter timelines than anticipated. We caution you that forward-looking statements are not guarantees of future performance and that our actual results of operations, financial condition and liquidity and the development of the industry in which we operate may differ materially from the forward-looking statements contained herein.

Any forward-looking statements that we make in this Quarterly Report on Form 10-Q speak only as of the date of such statement, and we undertake no obligation to update such statements to reflect events or circumstances after the date of this Quarterly Report on Form 10-Q or to reflect the occurrence of unanticipated events.

You should also read carefully the factors described in the "Risk Factors" in Part I, Item 1A in our most recent Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission ("SEC"), as updated from time to time in our subsequent SEC filings, to better understand the risks and uncertainties inherent in our business and underlying any forward-looking statements.

Overview

We are a biopharmaceutical company focused on acquiring, developing and commercializing innovative anti-cancer agents in the United States, Europe and additional international markets. We target our development programs for the treatment of specific subsets of cancer populations, and simultaneously develop, with partners, diagnostic tools intended to direct a compound in development to the population that is most likely to benefit from its use.

Our commercial product Rubraca® (rucaparib) is the first and only oral, small molecule poly ADP-ribose polymerase, or PARP, inhibitor of PARP1, PARP2 and PARP3 approved in the United States by the FDA as monotherapy for the treatment of patients with deleterious BRCA (human genes associated with the repair of damaged DNA) mutation (germline and/or somatic) associated advanced ovarian cancer who have been treated with two or more chemotherapies, and selected for therapy based on an FDA-approved companion diagnostic for Rubraca.

The Marketing Authorization Application, or MAA, submission with the European Medicines Agency ("EMA") for a comparable ovarian cancer indication was accepted by the EMA during the fourth quarter of 2016. Additionally, rucaparib is being studied as a potential maintenance therapy for ovarian cancer patients in the ARIEL3 trial. Data from ARIEL3 is anticipated in mid-2017. Pending positive data from ARIEL3, we intend to follow up with a supplemental NDA for second-line maintenance therapy in women with ovarian cancer who have responded to platinum-based therapy. Rucaparib is also being developed in patients with mutant BRCA tumors and other DNA repair deficiencies beyond BRCA – commonly referred to as homologous recombination deficiencies. Studies open for enrollment or under consideration include prostate, breast, pancreatic, gastroesophageal, bladder and lung cancers. We hold worldwide rights for rucaparib.

In addition, we have two other product candidates: lucitanib, an oral inhibitor of the tyrosine kinase activity of vascular endothelial growth factor receptors (VEGFR) 1-3, platelet-derived growth factor receptors (PDGFR) alpha and beta and fibroblast growth factor receptors (FGFR) 1-3, and rociletinib, an oral mutant-selective inhibitor of epidermal growth factor receptor (EGFR). While we have stopped enrollment in ongoing trials for each of these candidates, we continue to provide drugs to patients whose clinicians recommend continuing therapy. We maintain certain development and commercialization rights for lucitanib and global development and commercialization rights for rociletinib.

We commenced operations in April 2009. To date, we have devoted substantially all of our resources to identifying and in-licensing product candidates, performing development activities with respect to those product candidates and the general and administrative support of these operations. Through March 31, 2017, we have generated $13.6 million in license and milestone revenue related to our collaboration and license agreement with Servier and have generated $7.1 million net product revenue related to sales of Rubraca, which we began to commercialize on December 19, 2016. We have principally funded our operations using the net proceeds from the sale of convertible preferred stock, the issuance of convertible promissory notes, public offerings of our common stock and our convertible senior notes offering.

We have never been profitable and, as of March 31, 2017, we had an accumulated deficit of $1,189.5 million. We incurred net losses of $58.5 million and $83.4 million for the three months ended March 31, 2017 and 2016, respectively, and had cash, cash equivalents and available-for-sale securities totaling $408.8 million at March 31, 2017.

We expect to incur significant losses for the foreseeable future, as we incur costs related to commercial activities associated with Rubraca. In January 2017, we sold 5,750,000 shares of our common stock in a public offering at $41.00 per share. The net proceeds from the offering were $221.2 million, after deducting underwriting discounts and commissions and offering expenses. We intend to use the net proceeds of the offering for general corporate purposes, including commercial planning and sales and marketing expenses associated with the launch of Rubraca in the United States and, if approved by the EMA, in Europe, funding of our development programs, selling, general and administrative expenses, acquisition or licensing of additional product candidates or businesses and working capital. Based on our current estimates, we believe that our cash, cash equivalents and available-for-sale securities will allow us to fund activities through at least the next 12 months. Until we can generate a sufficient amount of revenue from Rubraca, we expect to finance our operations in part through additional public or private equity or debt offerings and may seek additional capital through arrangements with strategic partners or from other sources. Adequate additional financing may not be available to us on acceptable terms, or at all. Our failure to raise capital as and when needed would have a negative impact on our financial condition and our ability to pursue our business strategy. We will need to generate significant revenues to achieve profitability, and we may never do so.

Product License Agreements

In June 2011, we entered into a worldwide license agreement with Pfizer, Inc. to obtain exclusive global rights to develop and commercialize rucaparib, a small molecule inhibitor of poly (ADP-ribose) polymerase ("PARP"), used for the treatment of selected solid tumors. The exclusive rights are exclusive even as to Pfizer and include the right to grant sublicenses. Pursuant to the terms of the license agreement, we made a $7.0 million upfront payment to Pfizer and are required to make additional payments to Pfizer for the achievement of certain development and regulatory and sales milestones and royalties on sales as required by the license agreement. Prior to the FDA approval of rucaparib, discussed below, we made milestone payments of $1.4 million, which were recognized as acquired in-process research and development expense.

On August 30, 2016, we entered into a first amendment to the worldwide license agreement with Pfizer, which amends the June 2011 existing worldwide license agreement to permit us to defer payment of the milestone payments payable upon (i) FDA approval of an NDA for 1st Indication in US and (ii) EMA approval of an MAA for 1st Indication in EU, to a date that is 18 months after the date of achievement of such milestones. In the event that we defer such milestone payments, we have agreed to certain higher payments related to the achievement of such milestones.

On December 19, 2016, the FDA approved Rubraca (rucaparib) tablets as monotherapy for the treatment of patients with deleterious BRCA mutation (germline and/or somatic) associated advanced ovarian cancer who have been treated with two or more chemotherapies, and selected for therapy based on an FDA-approved companion diagnostic for Rubraca. The FDA approval resulted in a $0.75 million milestone payment to Pfizer as required by the license agreement, which was made in the first quarter of 2017. The FDA approval also resulted in the obligation to pay a $20.0

million milestone payment, for which we have exercised the option to defer payment by agreeing to pay $23.0 million within 18 months after the date of the FDA approval. These payments were recognized as intangible assets and will be amortized over the estimated remaining useful life of Rubraca.

We are obligated under the license agreement to use commercially reasonable efforts to develop and commercialize rucaparib and we are responsible for all remaining development and commercialization costs for rucaparib. We are required to make regulatory milestone payments to Pfizer of up to an additional $69.75 million in aggregate if specified clinical study objectives and regulatory filings, acceptances and approvals are achieved. In addition, we are obligated to make sales milestone payments to Pfizer if specified annual sales targets for rucaparib are met, the majority of which relate to annual sales targets of $500.0 million and above, which, in the aggregate, could amount to total milestone payments of $170.0 million, and tiered royalty payments at a mid-teen percentage rate on our net sales, with standard provisions for royalty offsets to the extent we need to obtain any rights from third parties to commercialize rucaparib.

In April 2012, we entered into a license agreement with AstraZeneca UK Limited to acquire exclusive rights associated with rucaparib under a family of patents and patent applications that claim methods of treating patients with PARP inhibitors in certain indications. The license enables the development and commercialization of rucaparib for the uses claimed by these patents. The FDA approval of rucaparib on December 19, 2016 resulted in a $0.35 million milestone obligation to AstraZeneca as required by the license agreement, which was paid in the first quarter of 2017. This payment was recognized in intangible assets and will be amortized over the estimated remaining useful life of rucaparib. AstraZeneca will also receive royalties on any net sales of rucaparib.

We are party to other product license agreements for our other drug candidates, lucitanib and rociletinib (see our 2016 Form 10-K for additional details).

Financial Operations Overview

Revenue

Product revenue is derived from sales of our product, Rubraca, in the United States. We distribute our product in the U.S. principally through a limited number of specialty distributor and specialty pharmacy providers, collectively, our customers. Our customers subsequently resell our products to patients and healthcare providers. Separately, we have arrangements with certain payors and other third parties that provide for government-mandated and privately-negotiated rebates, chargebacks and other discounts. Revenue is recorded net of estimated rebates, chargebacks, discounts and other deductions as well as estimated product returns (collectively, "sales deductions"). We only recognize revenue on product sales once the product is resold to the patient or healthcare provider by the specialty distributor or specialty pharmacy provider, therefore reducing the significance of estimates made for product returns.

Sales Deductions

Estimating sales deductions requires significant judgments about future events and uncertainties, and requires us to rely heavily on assumptions, as well as historical experience. Estimated sales deductions are provided for the following:

- *Rebates.* Rebates include mandated discounts under the Medicaid Drug Rebate Program and the Medicare coverage gap program. Rebates are amounts owed after the final dispensing of products to a benefit plan participant and are based upon contractual agreements or legal requirements with the public sector benefit providers. The accrual for rebates is based on statutory discount rates and known sales to specialty pharmacy patients, or expected utilization for specialty distributor sales to healthcare providers. As we gain more historical experience, the accrual will be based solely on the expected utilization from historical data we have accumulated since Rubraca product launch. Rebates are generally invoiced and paid quarterly in arrears so that the accrual balance consists of an estimate of the amount expected to be incurred for the current quarter's activity, plus an accrual balance for known or estimated prior quarters' unpaid rebates. If actual future rebates vary from estimates, we may need to adjust balances of such rebates to reflect our actual expenditures with respect to these programs, which would affect revenue in the period of adjustment.

- *Chargebacks.* Chargebacks are discounts that occur when contracted customers, which currently consist primarily of group purchasing organizations, Public Health Service organizations and federal government

entities purchasing via the Federal Supply Schedule, purchase directly from our specialty distributors at a discounted price. The specialty distributor, in turn, charges back the difference between the price initially paid by the specialty distributor and the discounted price paid to the specialty distributor by the healthcare provider. The accrual for specialty distributor chargebacks is estimated based on known chargeback rates and known sales to specialty distributors adjusted for the estimated utilization by healthcare providers.

- *Discounts.* Specialty distributors and specialty pharmacies are offered various forms of consideration, including service fees and prompt pay discounts for payment within a specified period. We expect these customers will earn prompt pay discounts and therefore, we deduct the full amount of these discounts from product sales when revenue are recognized. Service fees are recorded as a selling expense when product sales occur.

- *Co-pay assistance.* Patients who have commercial insurance and meet certain eligibility requirements may receive co-pay assistance. The intent of this program is to reduce the patient's out of pocket costs. Liabilities for co-pay assistance are based on actual program participation and estimates of program redemption using data provided by third-party administrators.

- *Returns.* Sales of our products are not subject to a general right of return at the point we recognize revenue, which is the point the product is sold to the patient or healthcare provider. To date, we have not had any product returns and, we currently do not have an accrual for product returns. We will continue to assess our estimate for product returns as we gain additional historical experience.

In the three months ended March 31, 2017, we recorded net product revenue of $7.0 million related to sales of Rubraca, which we began to commercialize on December 19, 2016. Our ability to generate revenue and become profitable depends upon our ability to successfully commercialize products. Any inability on our part to successfully commercialize Rubraca in the United States and any foreign territories where it may be approved, or any significant delay in such approvals, could have a material adverse impact on our ability to execute upon our business strategy and, ultimately, to generate sufficient revenues from Rubraca to reach or maintain profitability or sustain our anticipated levels of operations.

Cost of Sales – Product

We recorded product cost of sales from sales of Rubraca in the three months ended March 31, 2017. Product cost of sales consists primarily of materials, third-party manufacturing costs as well as freight and royalties owed to our licensing partners for Rubraca sales. Based on our policy to expense costs associated with the manufacture of our products prior to regulatory approval, certain of the manufacturing costs of Rubraca units recognized as revenue during the three months ended March 31, 2017 were expensed prior to the December 19, 2016 FDA approval, and therefore are not included in costs of sales during the current period. We expect cost of sales to increase in relation to product revenues as we deplete these inventories and we expect to use the remaining pre-commercialization inventory for product sales through the third quarter of 2017.

Cost of Sales – Intangible Asset Amortization

Cost of sales for intangible asset amortization consists of the amortization of capitalized milestone payments made to our licensing partners upon FDA approval of Rubraca. Milestone payments are amortized on a straight-line basis over the estimated remaining patent life of Rubraca.

Research and Development Expenses

Research and development expenses consist of costs incurred for the development of our product candidates and companion diagnostics, which include:

- license fees and milestone payments related to the acquisition of in-licensed products, which are reported on our Consolidated Statements of Operations as acquired in-process research and development;
- employee-related expenses, including salaries, benefits, travel and share-based compensation expense;
- expenses incurred under agreements with contract research organizations and investigative sites that conduct our clinical trials;
- the cost of acquiring, developing and manufacturing clinical trial materials;
- costs associated with non-clinical activities and regulatory operations;

- market research, disease education and other commercial product planning activities, including the hiring of a U.S. sales and marketing and medical affairs organization in preparation for the commercial launch of rucaparib; and
- activities associated with the development of companion diagnostics for our product candidates.

Research and development costs are expensed as incurred. License fees and milestone payments related to in-licensed products and technology are expensed if it is determined that they have no alternative future use. Costs for certain development activities, such as clinical trials and manufacturing of clinical supply, are recognized based on an evaluation of the progress to completion of specific tasks using data such as patient enrollment, clinical site activations or information provided to us by our vendors. As a result of the FDA approval of Rubraca and the discontinuation of enrollment in rociletinib, our research and development expenses decreased in the three months ended March 31, 2017 compared to the prior year period and are expected to decrease for the remainder of 2017 compared to prior year as we continue to commercialize Rubraca and commercialization related expenses are classified as selling, general and administrative expenses and not research and development costs.

The following table identifies research and development and acquired in-process research and development costs on a program-specific basis for our products under development. Personnel-related costs, depreciation and share-based compensation are not allocated to specific programs, as they are deployed across multiple projects under development and, as such, are separately classified as personnel and other expenses in the table below (in thousands):

	Three months ended March 31,	
	2017	2016
Rucaparib Expenses		
Research and development	$ 14,511	$ 24,557
Rucaparib Total	14,511	24,557
Lucitanib Expenses		
Research and development (a)	(87)	(20)
Lucitanib Total	(87)	(20)
Rociletinib Expenses		
Research and development	3,190	20,594
Rociletinib Total	3,190	20,594
Personnel and other expenses	14,833	29,477
Total	**$ 32,447**	**$ 74,608**

(a) This amount reflects actual costs incurred less amounts due from Servier for reimbursable development expenses pursuant to the collaboration and license agreement described in Note 12, *License Agreements* to our unaudited consolidated financial statements included in this Quarterly Report on Form 10-Q.

Selling, General and Administrative Expenses

Selling, general and administrative expenses consist principally of salaries and related costs for personnel in executive, commercial, finance, legal, investor relations, human resources, and information technology functions. Other selling, general and administrative expenses include facilities expenses, communication expenses, information technology costs, corporate insurance and professional fees for legal, consulting and accounting services. With the FDA approval of Rubraca on December 19, 2016, all sales and marketing expenses associated with Rubraca are included in selling, general and administrative expenses. We anticipate that our selling, general and administrative expenses will continue to increase in the future in support of our commercial activities related to Rubraca.

Acquired In-Process Research and Development Expenses

Acquired in-process research and development expenses consist of upfront payments to acquire a new drug compound, as well as subsequent milestone payments. Acquired in-process research and development payments are immediately expensed provided that the drug has not achieved regulatory approval for marketing and, absent obtaining such approval, has no alternative future use. Once regulatory approval is received, payments to acquire rights, and the related milestone payments, are capitalized and the amortization of such assets recorded to intangible asset amortization cost of sales.

Change in Fair Value of Contingent Purchase Consideration

In connection with the acquisition of EOS in November 2013, we also recorded a purchase consideration liability equal to the estimated fair value of future payments that are contingent upon the achievement of various regulatory and sales milestones. Subsequent to the acquisition date, we re-measure contingent consideration arrangements at fair value each reporting period and record changes in fair value of contingent purchase consideration and foreign currency gains (losses) for changes in the foreign currency translation rate on the Consolidated Statements of Operations. Changes in fair value are primarily attributed to new information about the likelihood of achieving such milestones and the passage of time. In the absence of new information, changes in fair value reflect only the passage of time as we progress towards the achievement of future milestones. During the second quarter of 2016, we recorded a $25.5 million reduction in the fair value of the contingent purchase consideration liability due to our and our development partner's decision to discontinue the development of lucitanib for breast cancer. At March 31, 2017, the contingent purchase consideration liability recorded on the Consolidated Balance Sheets was zero due to the uncertainty of achieving any of the lucitanib regulatory milestones.

Other Income and Expense

Other income and expense is primarily comprised of foreign currency gains and losses resulting from transactions with contract research organizations ("CROs"), investigational sites and contract manufacturers where payments are made in currencies other than the U.S. dollar. Other expense also includes interest expense recognized related to our convertible senior notes.

Critical Accounting Policies and Significant Judgments and Estimates

Our discussion and analysis of our financial condition and results of operations are based on our financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, expenses and revenue and related disclosures. On an ongoing basis, we evaluate our estimates and judgments, including those related to contingent purchase consideration, the allocation of purchase consideration, intangible asset impairment, clinical trial accruals and share-based compensation. We base our estimates on historical experience, known trends and events and various other factors that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

For a description of our critical accounting policies, please see Management's Discussion and Analysis of Financial Condition and Results of Operations included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2016. There have not been any material changes to our critical accounting policies since December 31, 2016.

New Accounting Standards

From time to time, the Financial Accounting Standards Board ("FASB") or other standards-setting bodies issue new accounting pronouncements. Updates to the FASB Accounting Standards Codification are communicated through the issuance of an Accounting Standards Update. Unless otherwise discussed, we believe that the impact of recently issued guidance, whether adopted or to be adopted in the future, is not expected to have a material impact on our Consolidated Financial Statements upon adoption.

To understand the impact of recently issued guidance, whether adopted or to be adopted, please review the information provided in Note 2, *Summary of Significant Accounting Policies*, in the Notes to the Unaudited Consolidated Financial Statements included in Part I, Item 1 of this Form 10-Q.

Results of Operations

Comparison of Three Months Ended March 31, 2017 and 2016:

The following table summarizes the results of our operations for the three months ended March 31, 2017 and 2016 (in thousands):

	Three months ended March 31,		Change Favorable/(Unfavorable)	
	2017	2016	$	%
Product revenue, net	$ 7,045	$ —	$ 7,045	n/a
Operating expenses:				
Cost of sales - product	1,163	—	(1,163)	n/a
Cost of sales - intangible asset amortization	372	—	(372)	n/a
Research and development	32,447	74,608	42,161	57 %
Selling, general and administrative	29,224	9,827	(19,397)	(197)%
Change in fair value of contingent purchase consideration	—	516	516	n/a
Total expenses	63,206	84,951	21,745	26 %
Operating loss	(56,161)	(84,951)	28,790	34 %
Other income (expense):				
Interest expense	(2,581)	(2,104)	(477)	(23)%
Foreign currency losses	(159)	(551)	392	71 %
Other income	354	25	329	n/a
Other income (expense), net	(2,386)	(2,630)	244	9 %
Loss before income taxes	(58,547)	(87,581)	29,034	33 %
Income tax benefit	83	4,181	(4,098)	n/a
Net loss	$ (58,464)	$ (83,400)	$ 24,936	30 %

Product Revenue, Net. Product revenue for the three months ended March 31, 2017 was due to the recognition of $7.0 million of net product revenue from the sale of our first commercial product, Rubraca, which was approved for sale in the United States markets and we began shipping on December 19, 2016. Revenue is recorded net sales deductions comprised of rebates, chargebacks and other discounts. Sales deductions represented approximately 10.8% of the gross product revenue recognized in the three months ended March 31, 2017 and are summarized as follows:

	Three months ended March 31, 2017	
	$ (in thousands)	% of Gross Sales
Gross product revenue	$ 7,902	100.0%
Sales deductions:		
Government rebates and chargebacks	436	5.5%
Discounts and fees	421	5.3%
Total sales deductions	857	10.8%
Product revenue, net	$ 7,045	89.2%

Cost of Sales – Product. Product cost of sales for the three months ended March 31, 2017 of $1.2 million relate to freight and royalties costs associated with Rubraca sales in the period. Manufacturing costs associated with sales in the quarter were expensed as incurred pre-commercialization of Rubraca, as is our policy, and therefore, were not included in product cost of sales for the three months ended March 31, 2017. We expect cost of sales to increase in relation to product revenues as we deplete these inventories.

Cost of Sales – Intangible Asset Amortization. In the three months ended March 31, 2017, we recognized cost of sales of $0.4 million associated with the amortization of capitalized milestone payments related to the FDA approval of

Rubraca. Prior to the FDA approval on December 16, 2016, all acquired license and milestone payments were expensed as incurred.

Research and Development Expenses. Research and development expenses decreased during the three months ended March 31, 2017 compared to the same period in the prior year primarily due to lower research and development costs for rucaparib and rociletinib and classification of commercialization related expenses associated with Rubraca in selling, general and administrative expenses rather than research and development expenses. In the three months ended March 31, 2017, Rubraca commercialization costs included in selling, general and administrative expenses were $20.1 million.

Clinical trial costs for rucaparib were relatively flat compared to the same quarter a year ago as higher costs from enrollment in ARIEL4, our confirmatory ovarian cancer trials, and enrollment in our TRITON2 and TRITON3 studies for prostate cancer were largely offset by lower costs for the ARIEL2 and ARIEL3 studies, which have completed enrollment. Diagnostic development costs were $5.2 million lower compared to the prior year as the prior year first quarter included the costs associated with our collaboration with Foundation Medicine, Inc. to develop a novel companion diagnostic test to identify patients most likely to respond to rucaparib. Finally, clinical supply and related manufacturing development costs were $3.4 million lower than the first quarter of 2016 due to the capitalization of these costs subsequent to the FDA approval of rucaparib.

Clinical trial costs for rociletinib were $10.4 million lower than the first quarter in 2016 primarily due to the completion of patient enrollment for all of the TIGER studies in non-small cell lung cancer. In addition, clinical supply and related manufacturing development costs were $3.0 million lower than the first quarter in 2016 driven by timing of production to support our clinical studies.

Selling, General and Administrative Expenses. Selling, general and administrative expenses increased during the three months ended March 31, 2017 compared to the same period in the prior year primarily due mainly to classification of commercialization related expenses associated with Rubraca in selling, general and administrative expenses rather than research and development expenses.

Liquidity and Capital Resources

To date, we have funded our operations through the public offering of our common stock and the private placement of convertible debt securities and preferred stock. In January 2017, we sold 5,750,000 shares of our common stock in a public offering at $41.00 per share. The net proceeds from the offering were $221.2 million, after deducting underwriting discounts and commissions and offering expenses. At March 31, 2017, we had cash, cash equivalents and available-for-sale securities totaling $408.8 million.

The following table sets forth the primary sources and uses of cash for the three months ended March 31, 2017 and 2016 (in thousands):

	Three months ended March 31,	
	2017	2016
Net cash used in operating activities	$ (80,439)	$ (83,738)
Net cash (used in) provided by investing activities	(86,668)	24,396
Net cash provided by financing activities	226,898	705
Effect of exchange rate changes on cash and cash equivalents	72	254
Net increase (decrease) in cash and cash equivalents	$ 59,863	$ (58,383)

Operating Activities

Net cash used in operating activities for all periods resulted primarily from our net losses adjusted for non-cash charges and changes in components of working capital. Net cash used in operating activities was slightly lower during the three months ended March 31, 2017 compared to same period in the prior year as a decrease in net loss was offset by increases in the operating assets and liabilities needed to support the commercialization of Rubraca, most notably related to inventory.

Investing Activities

Net cash used in investing activities for the three months ended March 31, 2017 includes purchases of available-for-sale securities of $133.0 million offset by cash from maturities of available-for-sale securities of $50.0 million. Net cash provided by investing activities in the same period in the prior year was mainly the result of maturities of available-for-sale securities of $25.0 million in that period.

Financing Activities

Net cash provided by financing activities for the three months ended March 31, 2017 and 2016 includes $5.7 million and $0.7 million, respectively, received from employee stock option exercises. In addition, we completed the sale of $221.2 million of common stock, net of issuance costs, during the three months ended March 31, 2017.

Operating Capital Requirements

We expect to incur significant losses for the foreseeable future, as we commercialize Rubraca and expand our selling, general and administrative functions to support the growth in our commercial organization. Additionally, our operating plan for the next 12 months includes a significant investment in inventory to meet the projected commercial requirements for Rubraca. We receive the active pharmaceutical ingredient in Rubraca from one supplier and we experience long lead times associated with its production. Accordingly, we expect to experience a decrease in our liquidity at the beginning of a production cycle and an increase as the inventory produced is sold through.

As of March 31, 2017, we had cash, cash equivalents and available-for-sale securities totaling $408.8 million and total current liabilities of $58.9 million. In January 2017, we sold 5,750,000 shares of our common stock in a public offering at $41.00 per share. The net proceeds from the offering were $221.2 million, after deducting underwriting discounts and commissions and offering expenses. We intend to use the net proceeds of the offering for general corporate purposes, including commercial planning and sales and marketing expenses associated with the launch of Rubraca in the United States and, if approved by the EMA, in Europe, funding of our development programs, selling, general and administrative expenses, acquisition or licensing of additional product candidates or businesses and working capital. Based on current estimates, we believe that our existing cash, cash equivalents and available-for-sale securities will allow us to fund our operating plan through at least the next 12 months.

Because of the numerous risks and uncertainties associated with research, development and commercialization of pharmaceutical products, we are unable to estimate the exact amounts of our working capital requirements. Our future funding requirements will depend on many factors, including but not limited to:

- the number and characteristics of the product candidates, companion diagnostics and indications we pursue;
- the achievement of various development, regulatory and commercial milestones resulting in required payments to partners pursuant to the terms of our license agreements;
- the scope, progress, results and costs of researching and developing our product candidates and related companion diagnostics and conducting clinical and non-clinical trials;
- the timing of, and the costs involved in, obtaining regulatory approvals for our product candidates and companion diagnostics;
- the cost of commercialization activities, including marketing and distribution costs;
- the cost of manufacturing any of our product candidates we successfully commercialize;
- the costs involved in preparing, filing, prosecuting, maintaining, defending and enforcing patent claims, including litigation costs and outcome of such litigation; and
- the timing, receipt and amount of sales, if any, of our product candidates.

Contractual Obligations and Commitments

For a discussion of our contractual obligations, see “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our 2016 Annual Report on Form 10-K. There have not been any material changes to such contractual obligations or potential milestone payments since December 31, 2016. For further information regarding our contractual obligations and commitments, see Note 14, *Commitments and Contingencies* to our unaudited consolidated financial statements included elsewhere in this report.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risk related to changes in interest rates. As of March 31, 2017, we had cash, cash equivalents and available-for-sale securities of $408.8 million, consisting of bank demand deposits, money market funds and U.S. treasury securities. The primary objectives of our investment policy are to preserve principal and maintain proper liquidity to meet operating needs. Our investment policy specifies credit quality standards for our investments and limits the amount of credit exposure to any single issue, issuer or type of investment. Our primary exposure to market risk is interest rate sensitivity, which is affected by changes in the general level of U.S. interest rates, particularly because our investments are in short-term securities. Our available-for-sale securities are subject to interest rate risk and will decline in value if market interest rates increase. Due to the short-term duration of our investment portfolio and the low risk profile of our investments, an immediate 100 basis point change in interest rates would not have a material effect on the fair value of our portfolio.

We contract with contract research organizations, investigational sites and contract manufacturers globally where payments are made in currencies other than the U.S. dollar. In addition, on October 3, 2016, we entered into a Manufacturing and Services Agreement with a Swiss company for the production and supply of the active ingredient for Rubraca. Under the terms of this agreement, payments for the supply of the active ingredient in Rubraca as well as scheduled capital program fee payment toward capital equipment and other costs associated with the construction of a dedicated production train will be made in Swiss francs. Once the production facility is operational, we are obligated to pay a fixed facility fee each quarter for the duration of the agreement, which expires on December 31, 2025.

As of March 31, 2017, $174.5 million of purchase commitments exist under the Swiss Manufacturing and Services Agreement and we are required to remit amounts due in Swiss francs. Due to other variables that may exist, it is difficult to quantify the impact of a particular change in exchange rates. However, we estimate that if the value of the US dollar was to strengthen by 10% compared to the value of Swiss franc as of March 31, 2017, it would decrease the total US dollar purchase commitment under the Swiss Manufacturing and Services Agreement by approximately $15.9 million. Similarly, a 10% weakening of the US dollar compared to the Swiss franc would increase the total US dollar purchase commitment by approximately $19.4 million.

While we periodically hold foreign currencies, primarily Euro and Pound Sterling, we do not use other financial instruments to hedge our foreign exchange risk. Transactions denominated in currencies other than the functional currency are recorded based on exchange rates at the time such transactions arise. As of both March 31, 2017 and December 31, 2016, approximately 1% of our total liabilities were denominated in currencies other than the functional currency.

ITEM 4. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Our disclosure controls and procedures are designed to ensure that information required to be disclosed in the reports we file or submit under the Securities Exchange Act of 1934, as amended ("Exchange Act") is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to our management, including the Chief Executive Officer and the Principal Financial and Accounting Officer, to allow timely decisions regarding required disclosures. Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objective. With the participation of our Chief Executive Officer and Principal Financial and Accounting Officer, management performed an evaluation as of March 31, 2017 of the effectiveness of the design and operation of our disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act. Based on this evaluation, our Chief Executive Officer and Principal Financial and Accounting Officer concluded that, as of March 31, 2017, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control over Financial Reporting

In December 2016, we began recording revenue, and in January 2017, began recording inventory related to our newly approved product, Rubraca. We have performed a variety of reconciliations and have implemented certain internal controls processes in various functional areas to ensure that financial data related to Rubraca revenue and inventory

activity has been correctly reflected in our financial statements. We are not aware of any material adverse impacts on our internal controls over financial reporting as a result of the implementation of these new controls. There were no changes in our internal control over financial reporting during the quarter ended March 31, 2017 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

On November 19, 2015, Steve Kimbro, a purported shareholder of Clovis, filed a purported class action complaint (the "Kimbro Complaint") against Clovis and certain of its officers in the United States District Court for the District of Colorado. The Kimbro Complaint purports to be asserted on behalf of a class of persons who purchased Clovis stock between October 31, 2013 and November 15, 2015. The Kimbro Complaint generally alleges that Clovis and certain of its officers violated federal securities laws by making allegedly false and misleading statements regarding the progress toward FDA approval and the potential for market success of rociletinib. The Kimbro Complaint seeks unspecified damages.

Also on November 19, 2015, a second purported shareholder class action complaint was filed by Sonny P. Medina, another purported Clovis shareholder, containing similar allegations to those set forth in the Kimbro Complaint, also in the United States District Court for the District of Colorado (the "Medina Complaint"). The Medina Complaint purports to be asserted on behalf of a class of persons who purchased Clovis stock between May 20, 2014 and November 13, 2015. On November 20, 2015, a third complaint was filed by John Moran in the United States District Court for the Northern District of California (the "Moran Complaint"). The Moran Complaint contains similar allegations to those asserted in the Kimbro and Medina Complaints and purports to be asserted on behalf of a plaintiff class who purchased Clovis stock between October 31, 2013 and November 13, 2015.

On December 14, 2015, Ralph P. Rocco, a fourth purported shareholder of Clovis, filed a complaint in the United States District Court for the District of Colorado (the "Rocco Complaint"). The Rocco Complaint contains similar allegations to those set forth in the previous complaints and purports to be asserted on behalf of a plaintiff class who purchased Clovis stock between October 31, 2013 and November 15, 2015.

On January 19, 2016, a number of motions were filed in both the District of Colorado and the Northern District of California seeking to consolidate the shareholder class actions into one matter and for appointment of a lead plaintiff. All lead plaintiff movants other than M. Arkin (1999) LTD and Arkin Communications LTD (the "Arkin Plaintiffs") subsequently filed notices of non-opposition to the Arkin Plaintiffs' application.

On February 2, 2016, the Arkin Plaintiffs filed a motion to transfer the Moran Complaint to the District of Colorado (the "Motion to Transfer"). Also on February 2, 2016, the defendants filed a statement in the Northern District of California supporting the consolidation of all actions in a single court, the District of Colorado. On February 3, 2016, the Northern District of California court denied without prejudice the lead plaintiff motions filed in that court pending a decision on the Motion to Transfer.

On February 16, 2016, the defendants filed a memorandum in support of the Motion to Transfer, and plaintiff Moran filed a notice of non-opposition to the Motion to Transfer. On February 17, 2016, the Northern District of California court granted the Motion to Transfer.

On February 18, 2016, the Medina court issued an opinion and order addressing the various motions for consolidation and appointment of lead plaintiff and lead counsel in the District of Colorado actions. By this ruling, the court consolidated the Medina, Kimbro and Rocco actions into a single proceeding. The court also appointed the Arkin Plaintiffs as the lead plaintiffs and Bernstein Litowitz Berger & Grossman as lead counsel for the putative class.

On April 1, 2016, the Arkin Plaintiffs and the defendants filed a stipulated motion to set the schedule for the filing of a consolidated complaint in the Medina, Kimbro and Rocco actions (the "Consolidated Complaint") and the responses thereto, including the defendants' motion to dismiss the Consolidated Complaint (the "Motion to Dismiss"), and to stay discovery and related proceedings until the District of Colorado issues a decision on the Motion to Dismiss. The stipulated motion was entered by the District of Colorado on April 4, 2016.

Subject to further agreed-upon extensions by the parties, the Arkin Plaintiffs filed a Consolidated Complaint on May 6, 2016. The Consolidated Complaint names as defendants the Company and certain of its current and former officers (the "Clovis Defendants"), certain underwriters (the "Underwriter Defendants") for a Company follow-on offering conducted in July 2015 (the "July 2015 Offering") and certain Company venture capital investors (the "Venture Capital Defendants"). The Consolidated Complaint alleges that defendants violated particular sections of the Securities

Exchange Act of 1934 (the "Exchange Act") and the Securities Act of 1933 (the "Securities Act"). The purported misrepresentations and omissions concern allegedly misleading statements about rociletinib. The consolidated action is purportedly brought on behalf of investors who purchased the Company's securities between May 31, 2014 and April 7, 2016 (with respect to the Exchange Act claims) and investors who purchased the Company's securities pursuant or traceable to the July 2015 Offering (with respect to the Securities Act claims). The Consolidated Complaint seeks unspecified compensatory and recessionary damages.

On May 23, 2016, the Medina, Kimbro, Rocco, and Moran actions were consolidated for all purposes in a single proceeding in the District of Colorado.

The Clovis Defendants, the Underwriter Defendants and the Venture Capital Defendants filed a Motion to Dismiss on July 27, 2016, the Arkin Plaintiffs filed their opposition on September 23, 2016, and the defendants filed their replies on October 14, 2016.

On February 9, 2017, Judge Raymond P. Moore of the District of Colorado issued an Opinion and Order granting in part and denying in part the Clovis Defendants' Motion to Dismiss. The Clovis Defendants' Motion to Dismiss was granted with prejudice with respect to named defendant Gillian Ivers-Read and granted with respect to certain statements determined by the Court to be nonactionable statements of opinion or optimism. The Clovis Defendants' Motion to Dismiss was otherwise denied. Next, the Court granted in part and denied in part the Underwriter Defendants' Motion to Dismiss. The Underwriter Defendants' Motion to Dismiss was granted without prejudice with respect to Plaintiffs' claim under Section 12(a) of the Securities Act and granted insofar as the Court determined that certain statements challenged under Section 11 of the Securities Act are nonactionable statements of opinion or optimism. The Opinion and Order provided that Plaintiffs shall have until February 23, 2017 to file an amended pleading directed solely as to their Section 12(a) claim against the Underwriter Defendants. The Underwriters Defendants' Motion to dismiss was otherwise denied. Finally, the court granted the Venture Capital Defendants' Motion to Dismiss with prejudice.

On April 11, 2017, the Court entered a scheduling order providing for, inter alia, a schedule for completing document and fact discovery, as well as setting briefing schedules for motions for class certification and motions for summary judgment.

On March 14, 2017, the Clovis Defendants and the Arkin Plaintiffs participated in a mediation, which did not result in a settlement. We intend to vigorously defend the lawsuit, but there can be no assurance that the defense will be successful.

On January 22, 2016, the Electrical Workers Local #357 Pension and Health & Welfare Trusts, a purported shareholder of Clovis, filed a purported class action complaint (the "Electrical Workers Complaint") against Clovis and certain of its officers, directors, investors and underwriters in the Superior Court of the State of California, County of San Mateo. The Electrical Workers Complaint purports to be asserted on behalf of a class of persons who purchased stock in Clovis' July 8, 2015 follow-on offering. The Electrical Workers Complaint generally alleges that the defendants violated the Securities Act because the offering documents for the July 8, 2015 follow-on offering contained allegedly false and misleading statements regarding the progress toward FDA approval and the potential for market success of rociletinib. The Electrical Workers Complaint seeks unspecified damages.

On February 25, 2016, the defendants removed the case to the United States District Court for the Northern District of California and thereafter moved to transfer the case to the District of Colorado ("Motion to Transfer"). On March 2, 2016, the plaintiff filed a motion to remand the case to San Mateo County Superior Court ("Motion to Remand"). Following briefing on the Motion to Transfer and the Motion to Remand, the Northern District of California held a hearing on April 18, 2016 concerning the Motion to Remand, at the conclusion of which the court granted to the Motion to Remand. On May 5, 2016, the Northern District of California issued a written decision and order granting the Motion to Remand the case to the Superior Court, County of San Mateo and denying the Motion to Transfer as moot.

While the case was pending in the United States District Court for the Northern District of California, the parties entered into a stipulation extending the defendants' time to respond to the Electrical Workers Complaint for 30 days following the filing of an amended complaint by plaintiff or the designation by plaintiff of the Electrical Workers Complaint as the operative complaint. Following remand, Superior Court of the State of California, County of San Mateo so-ordered the stipulation on June 22, 2016.

On June 30, 2016, the Electrical Workers Plaintiffs filed an amended Complaint (the "Amended Complaint"). The Amended Complaint names as defendants the Company and certain of its current and former officers and directors, certain underwriters for the July 2015 Offering and certain Company venture capital investors. The Amended Complaint purports to assert claims under the Securities Act based upon alleged misstatements in Clovis' offering documents for the July 2015 Offering. The Amended Complaint includes new allegations about the Company's rociletinib disclosures. The Amended Complaint seeks unspecified damages.

Pursuant to a briefing schedule ordered by the court on July 28, 2016, defendants filed a motion to stay the Electrical Workers action pending resolution of the Medina, Kimbro, Moran, and Rocco actions in the District of Colorado ("Motion to Stay"), and a demurrer to the Amended Complaint, on August 15, 2016; plaintiffs filed their oppositions on August 31, 2016; and the defendants filed their reply briefs on September 15, 2016. On September 23, 2016, after hearing oral argument, the San Mateo Superior Court granted defendants' motion to stay proceedings pending resolution of the related securities class action captioned *Medina v. Clovis Oncology, Inc., et. al.*, No. 1:15-cv-2546 (the "Colorado Action"). Per the order to stay proceedings, the San Mateo Superior Court will defer issuing a ruling on defendants' pending demurrer, and the parties' first status report as to the progress of the Colorado Action was filed with the San Mateo Superior Court on March 23, 2017. The parties' second status report as to the progress of the Colorado Action is due on September 21, 2017.

The Company intends to vigorously defend against the allegations contained in the Electrical Workers Amended Complaint, but there can be no assurance that the defense will be successful.

On November 10, 2016, Antipodean Domestic Partners ("Antipodean") filed a complaint (the "Antipodean Complaint") against Clovis and certain of its officers, directors and underwriters in New York Supreme Court, County of New York. The Antipodean Complaint alleges that the defendants violated certain sections of the Securities Act by making allegedly false statements to Antipodean and in the Offering Materials for the Secondary Offering relating to the efficacy of rociletinib, its safety profile, and its prospects for market success. In addition to the Securities Act claims, the Antipodean Complaint also asserts Colorado state law claims, and common law claims. Both the state law and common law claims are based on the allegedly false and misleading statements regarding rociletinib's progress toward FDA approval. The Antipodean Complaint seeks compensatory, recessionary, and punitive damages.

On December 15, 2016, the Antipodean Plaintiffs filed an amended complaint ("the Amended Complaint") asserting substantially the same claims against the same defendants. The Amended Complaint purports to correct certain details in the original Complaint.

On January 21, 2017, the parties entered into a stipulation extending the defendants' time to respond to the Antipodean Amended Complaint until March 29, 2017, subject to the terms and conditions stated therein. Pursuant to the January 21, 2017 stipulation, the defendants filed a motion to stay the Antipodean action pending resolution of the Medina, Kimbro, Moran, and Rocco actions in the District of Colorado ("Motion to Stay") on January 31, 2017; the plaintiff filed their opposition on March 17, 2017; and the defendants filed their reply brief on March 23, 2017. Also pursuant to the January 21, 2017 stipulation, the defendants filed a motion to dismiss the Antipodean Amended Complaint ("Motion to Dismiss") on March 29, 2017. Pursuant to a briefing schedule ordered by the court on April 17, 2017, the plaintiff's opposition briefs are due on April 27, 2017 and the defendants' reply briefs are due on May 11, 2017. Pursuant to the April 17, 2017 order, the Motion to Stay and Motion to Dismiss will be decided by the Court together.

On March 14, 2017, the Clovis Defendants and Antipodean participated in a mediation, which did not result in a settlement. We intend to vigorously defend against the allegations in the Antipodean Amended Complaint. However, there can be no assurance that the defense will be successful.

We received a letter dated May 31, 2016 from an alleged owner of our common stock, which purports to set forth a demand for inspection of certain of our books and records pursuant to *8 Del. C.* § 220 (the "Macalinao Demand Letter"). The Macalinao Demand Letter was purportedly made for the purposes of investigating alleged misconduct at the Company relating to rociletinib. On June 24, 2016, we submitted a response to the Macalinao Demand Letter. We believe that the allegations in the Macalinao Demand Letter are unfounded, but there can be no assurance about the likelihood of an adverse outcome. In January 2017, the Company produced certain books and records in response to the Macalinao Demand Letter.

On March 31, 2017, the purported shareholder filed under seal a shareholder derivative complaint (the "Macalinao Complaint") against certain directors and an officer of the Company in the Court of Chancery of the State of Delaware. On April 5, 2017, a public version of the Macalinao Complaint was filed. The Macalinao Complaint purports to rely on documents produced in response to the Macalinao Demand Letter. The Macalinao Complaint generally alleges that the defendants breached their fiduciary duties owed to the Company by allegedly causing or allowing misrepresentations of the Company's business operations and prospects. The Macalinao Complaint also alleges claims for unjust enrichment. Finally, the Macalinao Complaint also alleges that certain director defendants engaged in insider trading. The Macalinao Complaint seeks, among other things, an award of money damages.

The Company intends to vigorously defend against the allegations contained in the Macalinao Complaint, but there can be no assurance that the defense will be successful.

We received a letter dated December 15, 2016 from a second alleged owner of our common stock, which purports to set forth a demand for inspection of the Company's books and records pursuant to *8 Del. C.* § 220 (the "McKenry Demand Letter"). The McKenry Demand Letter was purportedly made for the purposes of investigating alleged misconduct at the Company relating to rociletinib. On January 4, 2017, we submitted a response to the McKenry Demand Letter. The Company believes that the allegations in the McKenry Demand Letter are unfounded, but there can be no assurance about the likelihood of an adverse outcome. In February 2017, the Company produced certain books and records in response to the McKenry Demand Letter.

On March 23, 2017, the second purported shareholder filed under seal a shareholder derivative complaint (the "McKenry Complaint") against certain directors and an officer of the Company in the Court of Chancery of the State of Delaware. On March 27, 2017, a public version of the McKenry Complaint was filed. The McKenry Complaint purports to rely on documents produced in response to the McKenry Demand Letter. The McKenry Complaint generally alleges that the defendants breached their fiduciary duties owed to the Company by failing to properly ensure that the TIGER-X clinical trial was being conducted in accordance with applicable rules, regulations and protocol, and by allowing Clovis representatives to make materially misleading statements about the success of rociletinib. The McKenry Complaint seeks, among other things, an award of money damages.

The Company intends to vigorously defend against the allegations contained in the McKenry Complaint, but there can be no assurance that the defense will be successful.

On March 20, 2017, a purported shareholder of the Company, filed a shareholder derivative complaint (the "Guo Complaint") against certain officers and directors of the Company in the United States District Court for the District of Colorado. The Guo Complaint generally alleges that the defendants breached their fiduciary duties owed to the Company by either recklessly or with gross negligence approving or permitting misrepresentations of the Company's business operations and prospects. The Guo Complaint also alleges claims for waste of corporate assets and unjust enrichment. Finally, the Guo Complaint also alleges that certain of the individual defendants violated Section 14(a) of the Securities Exchange Act, by allegedly negligently issuing, causing to be issued, and participating in the issuance of materially misleading statements to stockholders which were contained in the Company's Proxy Statement on Schedule DEF 14A in connection with the 2015 Annual Meeting of Stockholders, held on June 11, 2015. The Guo Complaint seeks, among other things, an award of money damages.

The Company intends to vigorously defend against the allegations contained in the Guo Complaint, but there can be no assurance that the defense will be successful.

We have received requests for information from governmental agencies relating to our regulatory update announcement in November 2015 that the FDA requested additional clinical data on the efficacy and safety of rociletinib. We are cooperating with the inquiries.

ITEM 1A. RISK FACTORS

Our business faces significant risks and uncertainties. Certain factors may have a material adverse effect on our business prospects, financial condition and results of operations, and you should carefully consider them. Accordingly, in evaluating our business, we encourage you to consider the risk factors described under the heading "Risk Factors" in Part I, Item 1A of our most recent Annual Report on Form 10-K, in addition to other information contained in or incorporated

by reference into this Quarterly Report on Form 10-Q and our other public filings with the SEC. Other events that we do not currently anticipate or that we currently deem immaterial may also affect our business, prospects, financial condition and results of operations.

There have been no material changes to the risk factors included in our previously filed Annual Report on Form 10-K for the year ended December 31, 2016. Additional risks and uncertainties not presently known to us or that we currently believe are immaterial also may negatively impact our business.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not Applicable.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

INDEX TO EXHIBITS

Exhibit Number	Exhibit Description
3.1(5)	Amended and Restated Certificate of Incorporation of Clovis Oncology, Inc.
3.2(5)	Amended and Restated Bylaws of Clovis Oncology, Inc.
4.1(3)	Form of Common Stock Certificate of Clovis Oncology, Inc.
4.2(8)	Indenture dated as of September 9, 2014, by and between Clovis Oncology, Inc. and The Bank of New York Mellon Trust Company, N.A.
10.1*(4)	Amended and Restated Strategic License Agreement, dated as of June 16, 2011, by and between Clovis Oncology, Inc. and Avila Therapeutics, Inc.
10.2*(4)	License Agreement, dated as of June 2, 2011, by and between Clovis Oncology, Inc. and Pfizer Inc.
10.3+(1)	Clovis Oncology, Inc. 2009 Equity Incentive Plan.
10.4+(4)	Clovis Oncology, Inc. 2011 Stock Incentive Plan.
10.5+(1)	Form of Clovis Oncology, Inc. 2009 Equity Incentive Plan Stock Option Agreement.
10.6+(4)	Form of Clovis Oncology, Inc. 2011 Stock Incentive Plan Stock Option Agreement.
10.7+(3)	Employment Agreement, dated as of August 24, 2011, between Clovis Oncology, Inc. and Patrick J. Mahaffy.
10.8+(3)	Employment Agreement, dated as of August 24, 2011, between Clovis Oncology, Inc. and Erle T. Mast.

10.9+(3)	Employment Agreement, dated as of August 24, 2011, between Clovis Oncology, Inc. and Gillian C. Ivers-Read.
10.10+(1)	Indemnification Agreement, dated as of May 15, 2009, between Clovis Oncology, Inc. and Paul Klingenstein.
10.11+(1)	Indemnification Agreement, dated as of May 15, 2009, between Clovis Oncology, Inc. and James C. Blair.
10.12+(1)	Indemnification Agreement, dated as of May 15, 2009, between Clovis Oncology, Inc. and Edward J. McKinley.
10.13+(1)	Indemnification Agreement, dated as of May 15, 2009, between Clovis Oncology, Inc. and Thorlef Spickschen.
10.14+(1)	Indemnification Agreement, dated as of May 15, 2009, between Clovis Oncology, Inc. and M. James Barrett.
10.15+(1)	Indemnification Agreement, dated as of May 15, 2009, between Clovis Oncology, Inc. and Brian G. Atwood.
10.16+(1)	Indemnification Agreement, dated as of May 12, 2009, between Clovis Oncology, Inc. and Patrick J. Mahaffy.
10.17+(1)	Indemnification Agreement, dated as of May 12, 2009, between Clovis Oncology, Inc. and Erle T. Mast.
10.18+(1)	Indemnification Agreement, dated as of May 12, 2009, between Clovis Oncology, Inc. and Gillian C. Ivers-Read.
10.19+(4)	Clovis Oncology, Inc. 2011 Employee Stock Purchase Plan.
10.20+(4)	Clovis Oncology, Inc. 2011 Cash Bonus Plan.
10.21+(2)	Indemnification Agreement, dated as of June 13, 2013, between Clovis Oncology, Inc. and Ginger L. Graham.
10.22+(2)	Indemnification Agreement, dated as of June 13, 2013, between Clovis Oncology, Inc. and Keith Flaherty.
10.23(7)	Stock Purchase Agreement, dated as of November 19, 2013, by and among the Company, EOS, the Sellers listed on Exhibit A thereto and Sofinnova Capital V FCPR, acting in its capacity as the Sellers' Representative.
10.24*(7)	Development and Commercialization Agreement, dated as of October 24, 2008, by and between Advenchen Laboratories LLC and Ethical Oncology Science S.p.A., as amended by the First Amendment, dated as of April 13, 2010 and the Second Amendment, dated as of July 30, 2012.
10.25*(7)	Collaboration and License Agreement, dated as of September 28, 2012, by and between Ethical Oncology Science S.p.A. and Les Laboratoires Servier and Institut de Recherches Internationales Servier.
10.26+(12)	Indemnification Agreement, dated as of January 29, 2016, by and between Clovis Oncology, Inc. and Lindsey Rolfe.
10.27+(12)	Employment Agreement, dated as of February 25, 2016, by and between Clovis Oncology, Inc. and Lindsey Rolfe.

10.28+(12)	Indemnification Agreement, dated as of January 26, 2016, by and between Clovis Oncology, Inc. and Dale Hooks.
10.29+(12)	Employment Agreement, dated as of January 26, 2016, by and between Clovis Oncology, Inc. and Dale Hooks.
10.30+(9)	Indemnification Agreement, dated as of February 17, 2016, by and between Clovis Oncology, Inc. and Daniel W. Muehl.
10.31+(10)	Offer Letter, dated as of May 27, 2015, by and between Clovis Oncology, Inc. and Daniel W. Muehl.
10.32+(10)	Salary Waiver Letter, dated as of May 9, 2016, by and between Clovis Oncology, Inc. and Patrick J. Mahaffy.
10.33*(11)	First Amendment to License Agreement, by and between Clovis Oncology, Inc. and Pfizer Inc., dated as of August 30, 2016.
10.34+(13)	Form of Clovis Oncology, Inc. 2011 Stock Incentive Plan RSU Agreement.
10.35*(13)	Manufacturing Services Agreement, by and between Clovis Oncology, Inc. and Lonza Ltd, dated as of October 3, 2016.
10.39*	Strata Trial Collaboration Agreement, by and between Clovis Oncology, Inc. and Strata Oncology, Inc., dated as of January 30, 2017
31.1	Certification of principal executive officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended.
31.2	Certification of principal financial officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended.
32.1	Certification of principal executive officer pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of principal financial officer pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	The following materials from Clovis Oncology, Inc.'s Quarterly Report on Form 10-Q for the period ended March 31, 2017, formatted in XBRL (eXtensible Business Reporting Language): (i) the Consolidated Statements of Operations, (ii) the Consolidated Statements of Comprehensive Loss, (iii) the Consolidated Balance Sheets, (iv) the Consolidated Statements of Cash Flows and (v) Notes to Unaudited Consolidated Financial Statements.

(1) Filed as an exhibit with the Registrant's Registration Statement on Form S-1 (File No. 333-175080) on June 23, 2011.
(2) Filed as an exhibit with the Registrant's Current Report on Form 8-K (File No. 001-35347) on June 14, 2013.
(3) Filed as an exhibit with Amendment No. 2 to the Registrant's Registration Statement on Form S-1 (File No. 333-175080) on August 31, 2011.
(4) Filed as an exhibit with Amendment No. 3 to the Registrant's Registration Statement on Form S-1 (File No. 333-175080) on October 31, 2011.
(5) Filed as an exhibit with the Registrant's Annual Report on Form 10-K on March 15, 2012.
(6) Filed as an exhibit with the Registrant's Registration Statement on Form S-1 (File No. 333-180293) on March 23, 2012.
(7) Filed as an exhibit with the Registrant's Current Report on Form 8-K (File No. 001-35347) on November 19, 2013.
(8) Filed as an exhibit with the Registrant's Current Report on Form 8-K (File No. 001-35347) on September 9, 2014.
(9) Filed as an exhibit with the Registrant's Current Report on Form 8-K (File No. 001-35347) on April 1, 2016.
(10) Filed as an exhibit with the Registrant's Quarterly Report on Form 10-Q on May 9, 2016.
(11) Filed as an exhibit with the Registrant's Quarterly Report on Form 10-Q on November 4, 2016.

(12) Filed as an exhibit with the Registrant's Annual Report on Form 10-K on February 29, 2016.
(13) Filed as an exhibit with the Registrant's Annual Report on Form 10-K on February 23, 2017.
+ Indicates management contract or compensatory plan.
* Confidential treatment has been sought with respect to portions of this exhibit, which portions have been omitted and filed separately with the Securities and Exchange Commission.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: May 4, 2017

CLOVIS ONCOLOGY, INC.

By: /s/ PATRICK J. MAHAFFY
Patrick J. Mahaffy
President and Chief Executive Officer; Director

By: /s/ DANIEL W. MUEHL
Daniel W. Muehl
Senior Vice President of Finance and Principal Financial and Accounting Officer

Exhibit 10.39

[***] INDICATES MATERIAL THAT WAS OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT WAS REQUESTED. ALL SUCH OMITTED MATERIAL WAS FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO THE RULES APPLICABLE TO SUCH CONFIDENTIAL TREATMENT REQUEST.

Execution Version

STRATA TRIAL COLLABORATION AGREEMENT

THIS STRATA TRIAL COLLABORATION AGREEMENT (the "***Agreement***") is made and entered into the 30th day of January, 2017 (the ***"Effective Date"***), by and between **Clovis Oncology, Inc.**, a Delaware corporation (***"Clovis"***), having an address of 5500 Flatiron Parkway, Suite 100, Boulder, Colorado 80301, and **Strata Oncology, Inc.**, a Delaware corporation (***"Strata Oncology"***), having an address of 8170 Jackson Road, Suite A, Ann Arbor, MI 48103, each a "***Party***" and together the "***Parties***." Capitalized terms used in this Agreement have the meanings set forth in Section 1.1 of this Agreement.

WHEREAS, Clovis is engaged in clinical development programs directed to Clovis' proprietary inhibitor of poly (ADP-ribose) polymerase ("***PARP***") called rucaparib (the "***Clovis Drug Candidate***"), which is currently the subject of Clovis clinical trials described on Schedule A together, the "***Clovis Trials***"), for metastatic castration-resistant prostate cancer (the "***Named Indication***"), targeting certain oncogenic driver mutations as more fully described and defined in Schedule A (the "***Clovis Target Alterations***");

WHEREAS, Strata Oncology is developing a collaboration among Strata Oncology, clinical study sites, and clinical study sponsors (hereinafter such collaboration is referred to as the "***Strata Trial Collaboration***") which: (a) is intended ultimately to be a national clinical trial conducted pursuant to a master trial protocol with each Participating Study Sponsor (as defined below) responsible for its respective Strata Partnered Trial (as defined below) and the study protocol pertaining thereto, and (b) seeks to: (i) identify cancer patients whose tumors have specific gene mutations through the Strata Oncology Testing Services (as defined below), and (ii) match each patient with a clinical study of a therapy that targets that patient's specific gene mutations (each herein a "***Strata Partnered Trial***"), which study is being conducted by one of Strata Oncology's partnered clinical study sponsors (herein "***Participating Study Sponsors***");

WHEREAS, Clovis desires to participate in the Strata Trial Collaboration as a Participating Study Sponsor;

WHEREAS, as part of the Strata Trial Collaboration, Strata Oncology intends to use Thermo Fisher's Oncomine NGS assay and system (for purposes of this Agreement, herein referred to as the "***Strata Oncology Assay***") to provide next generation sequencing testing services, which includes without limitation testing for the Clovis Target Alterations (the "***Strata Oncology Testing Services***") to patients at clinical study sites located in the United States that have agreed to participate in the Strata Trial Collaboration ("***Participating Study Sites***") and further Clovis and Strata Oncology desire to identify potentially eligible patients for the Clovis Trials, through the Strata Oncology Testing Services, subject to and in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and the covenants and promises contained herein, the Parties agree as follows:

The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement.

1.0 Definitions.

1 . 1 Definitions. As used in this Agreement, the following defined terms have the meaning indicated below:

1.1.1 "***Affiliate***" means, with respect to a Party, any business entity Controlling, Controlled by, or under common Control with such Party.

1.1.2 "***Agreement***" has the meaning set forth in the title paragraph.

1.1.3 "***Applicable Law***" means applicable laws, rules and regulations, including any rules, regulations or other requirements of any regulatory authority, that may be in effect from time to time and applicable to a particular activity of a Party hereunder, including, without limitation, (a) the federal anti-kickback statute (42 USC § 1320a-7(b)) and the related safe harbor regulations; (b) the Limitation on Certain Physician Referrals pursuant to 42 USC § 1395nn; (c) the Health Insurance Portability and Accountability Act, located at 45 C.F.R. §§160 and 165; and (d) the relevant requirements of 21 C.F.R. §§312.50 to 312.70, inclusive ("Responsibilities of Sponsors and Investigators") and 21 C.F.R. Part 50 ("Protection of Human Subjects").

1.1.4 "***Approval***" or "***Approved***" means the approval by the FDA of a drug candidate for marketing in the U.S.

1.1.5 "***CLIA***" means the U.S. Clinical Laboratory Improvement Amendments of 1988, its implementing regulations and quality standards issued thereunder.

1.1.6 "***Clovis***" has the meaning set forth in the title paragraph.

1.1.7 "***Clovis Drug Candidate***" has the meaning set forth in the Recitals.

1.1.8 "***Clovis Drug Intellectual Property***" has the meaning set forth in Section 9.2.1.

1.1.9 "***Clovis Drug Product***" shall mean a product containing the Clovis Drug Candidate, as a single active ingredient or in combination with one or more other active ingredients, which has been Approved.

1.1.10 "***Clovis Indemnified Party***" has the meaning set forth in Section 13.2.

1.1.11 "***Clovis Target Alterations***" has the meaning set forth in the Recitals.

1.1.12 "***Clovis Trials***" has the meaning set forth in the Recitals.

1.1.13 "***Confidential Information***" means any and all technical and non-technical information relating to the current, future, and proposed products and services of any of Clovis or any of its Affiliates, or of Strata Oncology or any of its Affiliates that is disclosed pursuant to this Agreement. In particular, Confidential Information shall include, without limitation; (a) patent and patent applications; (b) trade secrets; (c) proprietary information, ideas, gene sequences, cell lines, samples, media, chemical compounds, assays, biological materials, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, and formulae related to current, future, and proposed products and services, such as information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and marketing plans; (d) any reports provided by Strata Oncology to Clovis or by Clovis to Strata Oncology under this Agreement; (e) any non-public information, records and documents to which a Party obtains or has access to under Section 6.5; and (f) without limiting the foregoing, (i) in the case of Strata Oncology, any unpublished information regarding the Strata Trial, the Strata Oncology Assay, or the Strata Oncology Testing Services; (ii) in the case of Clovis, any unpublished information regarding the Clovis Trials or the Clovis Drug Candidate; and (iii) with respect to both Parties, the terms and conditions of this Agreement.

1.1.14 "***Control***" means the possession, directly or indirectly, of the power to direct the management or policies of the business entity, whether through the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities or other ownership interest of a business entity, or by contract or otherwise.

1.1.15 "***Disclosing Party***" has the meaning set forth in Section 8.1.

1.1.16 "***Effective Date***" has the meaning set forth in the title.

1.1.17 "***FDA***" means the U.S. Food and Drug Administration.

1.1.18 "***First Party***" has the meaning set forth in Section 9.1.

1.1.19 "***Full Strata Test Report***" means the complete Strata Oncology Assay test results obtained for a Participating Patient, including PHI.

1.1.20 "***Identified Patient***" has the meaning set forth in Section 3.1.

1.1.21 "***Indemnified Party***" has the meaning set forth in Section 13.3.

1.1.22 "***Indemnifying Party***" has the meaning set forth in Section 13.3.

1.1.23 "***Initial Term***" has the meaning set forth in Section 7.1.

1.1.24 "***Liability***" has the meaning set forth in Section 13.1.

1.1.25 "***Milestone Fee***" has the meaning set forth in Section 6.3.

1.1.26 "***Named Indication***" has the meaning set forth in the Recitals.

1.1.27 "***Order to Approval***" refers to the order in which a PARP inhibitor drug candidate targeting the Clovis Target Alterations for the Named Indication is Approved in the U.S., regardless of whether the drug candidate's mechanism of action is solely PARP inhibition or includes PARP inhibition. The first such drug candidate to be Approved shall be the "first" in the Order to Approval.

1.1.28 "***PARP***" has the meaning set forth in the Recitals.

1.1.29 "***Participating Patients***" means those cancer patients being treated at Participating Study Sites and willing to participate in the Strata Trial, that have executed a Patient ICF as confirmed by the Provider or the Participating Study Site in the test request to Strata Oncology.

1.1.30 "***Participating Study Sites***" has the meaning set forth in the Recitals.

1.1.31 "***Participating Study Sponsors***" has the meaning set forth in the Recitals.

1.1.32 "***Parties***" has the meaning set forth in the title paragraph.

1.1.33 "***Party***" has the meaning set forth in the title paragraph.

1.1.34 "***Patient ICF***" means an informed consent form relating to the participation in the Strata Trial, in the form provided to Clovis, as it may be amended from time to time as described in Section 3.3.

1.1.35 "***Patient Identification Process***" has the meaning set forth in Section 3.1.

1.1.36 "***PHI***" means protected health information, as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and the federal regulations promulgated by the U.S. Department of Health and Human Services ("HHS") at 45 C.F.R. Parts 160, 162 and 164 ("***HIPAA***").

1.1.37 "***Provider***" means a Participating Patient's healthcare provider or physician.

1.1.38 "***Receiving Party***" has the meaning set forth in Section 8.1.

1.1.39 "***Renewal Term***" has the meaning set forth in Section 7.1.

1.1.40 "***Representatives***" means, with respect to a Party, such Party's Affiliates, and its and their respective officers, directors, employees, agents, contractors, advisors, investors and legal counsel.

1.1.41 "***Strata Contributed Patients***" means the total number of Strata Enrolled Patients for whom data is included in the registration efficacy dataset in the Submission for Approval of the Clovis Drug Candidate for the Named Indication.

1.1.42 "***Strata Enrolled Patient***" has the meaning set forth in Section 4.2.

1.1.43 "***Strata Enrolled Patient Contribution*****"** is the percentage derived from dividing the total number of Strata Contributed Patients by the Total Enrolled Patients.

1.1.44 "***Strata Enrolled Patient Contribution Factor*****"** is the product of multiplying 100 by the quotient derived from dividing the total number of Strata Contributed Patients by the Total Enrolled Patients.

1.1.45 "***Strata Indemnified Party***" has the meaning set forth in Section 13.1.

1.1.46 "***Strata Oncology Intellectual Property***" has the meaning set forth in Section 9.2.2.

1.1.47 "***Strata Oncology Assay***" has the meaning set forth in the Recitals.

1.1.48 "***Strata Oncology Testing Services***" has the meaning set forth in the Recitals.

1.1.49 "***Strata Oncology***" has the meaning set forth in the title paragraph.

1.1.50 "***Strata Partner Test Report***" means the Strata Oncology Assay test results in the form attached hereto as Schedule D obtained for a Participating Patient, excluding PHI.

1.1.51 "***Strata Partnered Trial***" has the meaning set forth in the Recitals.

1.1.52 "***Strata Trial***" means the clinical protocol STR-001-001 titled "An Observational Study Profiling Biospecimens from Cancer Patients to Screen for Molecular Alterations", as such protocol may be amended from time to time.

1.1.53 "***Strata Trial Collaboration***" has the meaning set forth in the Recitals.

1.1.54 "***Submission***" means the submission of a new drug application or supplemental new drug application with the FDA.

1.1.55 "***Target Exclusivity***" has the meaning set forth in Section 5.0.

1.1.56 "***Term***" has the meaning set forth in Section 7.1.

1.1.57 "***Third Party***" means any person, corporation or entity other than Strata Oncology and its Affiliates, and Clovis and its Affiliates.

1.1.58 "***Total Enrolled Patients***" means the total number of patients included in the registration efficacy dataset in the Submission for Approval of the Clovis Drug Candidate for the Named Indication excluding those who enrolled in any study in the registration dataset that is not a Clovis Trial.

1.1.59 "***Tissue Samples***" means human formalin-fixed paraffin-embedded (FFPE) tumor tissue samples collected from Identified Patients by or on behalf of Strata Oncology during the conduct of the Strata Trial Collaboration.

1.1.60 "***U.S.***" means the United States of America.

2.0 Development of Strata Trial Collaboration. Strata Oncology will use commercially reasonable efforts to develop and expand the Strata Trial Collaboration to the extent necessary to provide the services described herein to Clovis. In addition, Strata Oncology shall: (a) establish a clinical laboratory facility that conforms to the requirements of CLIA and that is certified as a CLIA laboratory facility for purposes of performing the Strata Oncology Testing Services; (b) perform the Strata Oncology Testing Services for Participating Patients following receipt of the corresponding Patient tissue sample and test request from a Participating Study Site; and (c) conduct the Patient Identification Process (as described below) with respect to the Clovis Trials.

3.0 Patient Identification Process; Conduct of Strata Trial Collaboration.

3.1 Patient Identification Process. During the Term, and as soon as practicable upon completion of the Strata Oncology Testing Services for a Participating Patient, Strata Oncology shall: (a) review such Full Strata Test Report to determine whether the Participating Patient has any of the Clovis Target Alterations; and (b) if such Participating Patient has any Clovis Target Alterations for which Clovis has a Clovis Trial covering the Participating Patient's cancer indication as a Named Indication, resulting in a match to such Clovis Trial (herein, such Participating Patient referred to as an "***Identified Patient***"), provide to Clovis and the Identified Patient's Provider such information in accordance with the process as described on Schedule B (such process, the "***Patient Identification Process***"). As between the Parties, Clovis shall be responsible for conducting the clinical eligibility screening for any Identified Patients seeking enrollment in a Clovis Trial. In addition, during the Term, Strata Oncology agrees to periodically (at least once per calendar quarter or a frequency later agreed upon by the Parties) follow-up with any Participating Study Sites that have Identified Patients, as set forth on Schedule B.

3.2 Process and Materials. The Parties agree to conduct the activities and follow the Patient Identification Process as described in Schedule B hereto in all material respects. Clovis shall be responsible for providing Strata Oncology with current information and materials about the Clovis Trials, as specified in Schedule B, for the purpose of sharing such information with the Provider and Clovis shall be responsible for notifying Strata Oncology of any material modifications or updates to such information. Clovis shall provide Strata Oncology with the initial Clovis Trial information within thirty (30) days of the Effective Date. Strata Oncology shall use commercially reasonable efforts to include any updates in the information and materials about the

Clovis Trials required due to changes in the Clovis Trials in the information provided to the Provider, but shall not be responsible for the accuracy, or completeness of such information about the Clovis Trials. Strata Oncology shall not provide any additional information about the Clovis Trials to a Provider unless mutually agreed by Strata Oncology and Clovis. Strata Oncology shall be responsible for providing Clovis with current information and materials about the Strata Trial Collaboration, as specified in Schedule B, and Strata Oncology shall be responsible for notifying Clovis of any material modifications or updates to such information. Clovis shall not be responsible for the accuracy, completeness or current status of such information about the Strata Trial Collaboration.

3.3 Informed Consents. Strata Oncology shall ensure that each Identified Patient has signed a Patient ICF which: (a) has been approved by the appropriate Institutional Review Board ("***IRB***") and complies with all applicable regulatory requirements, including 21 C.F.R Part 56, prior to commencing the Strata Trial; (b) includes the patient's written authorization to use and disclose health information (including PHI) for research in accordance with HIPAA; (c) includes the patient's written authorization to the collection and use of the patient's Tissue Samples as contemplated hereunder; and (d) will include all other consents required for Strata Oncology to provide Clovis with the Tissue Samples and any other information and assistance contemplated in this Agreement. Strata Oncology has provided Clovis with a copy of its current (as of the Effective Date) form of Patient ICF and will submit any proposed modifications to the form Patient ICF to Clovis for its review and comment. Strata Oncology agrees to consider any comments that Clovis provides to Strata Oncology in good faith prior to implementing any changes to the form Patient ICF.

3.4 Tissue Samples. Strata Oncology shall use commercially reasonable efforts to obtain Tissue Samples for Participating Patients that will allow for Strata Oncology to perform the Strata Oncology Testing Services and retain a portion of the Tissue Sample for Clovis to use in accordance with this Section 3.4. If Strata Oncology has reserved a portion of the Tissue Sample following its testing and, at Clovis' request, with respect to any such Tissue Sample, and to the extent consistent with Applicable Law, Strata Oncology shall provide Clovis with confirmation that all necessary approvals and informed consents have been obtained with respect to such Tissue Sample. Clovis shall be authorized to use such reserved Tissue Samples solely to conduct any additional testing that is contemplated by the clinical protocol for the Clovis Trials and authorized under Clovis' patient informed consent for such Clovis Trials or the Patient ICF for the Strata Trial.

3.5 Regulatory Investigations, Inspections and Audits. Strata Oncology shall provide Clovis with prompt notice of any governmental or regulatory investigations, review, audit or inspection of any of its facilities or, if known, of any Provider or Participating Study Sites involved in the Strata Trial Collaboration from which any of the Identified Patients were referred to Strata Oncology, to the extent that such review, audit or inspection is reasonably expected to adversely affect Strata Oncology's ability to perform its obligations under this Agreement. Strata Oncology shall provide Clovis with the results of any review, audit or inspection to the extent such results

pertain to the Strata Oncology Assay, Tissue Sample, any Identified Patient and would adversely affect Strata Oncology's ability to perform its obligations under this Agreement.

4.0 Reports.

4.1 Strata Oncology shall deliver to Clovis on a calendar quarterly basis, and within thirty (30) calendar days following the end of the applicable calendar quarter, written summaries containing the information as outlined in the attached Schedule B.

4.2 Any Identified Patient enrolled in a Clovis Trial shall be a "***Strata Enrolled Patient***" for purposes of this Agreement, unless such patient [***]. Clovis shall deliver to Strata Oncology on a calendar quarterly basis, and within thirty (30) calendar days following the end of the applicable calendar quarter, written summaries containing the information as outlined in the attached Schedule B.

4.3 Clovis shall also deliver such additional reports and information set forth on Schedule B in a timely manner, including the status of Strata Enrolled Patients, to allow Strata Oncology to have current information about the number of Strata Enrolled Patients, Strata Contributed Patients and the Total Enrolled Patients with respect to Clovis' payment obligations under Section 6.

4.4 Representatives of Strata Oncology and Clovis will meet in person, by telephone or such other means as mutually agreed to and arranged by the parties, no less frequently than once per quarter, for the purpose of discussing the matters set forth in the quarterly reports and such other topics relating to this Agreement. Strata Oncology and Clovis shall cooperate in good faith to attempt to resolve any outstanding issues on an informal basis. Clovis shall provide Strata Oncology with prompt written notice, as soon as possible and in any event within [***], in the event it ceases enrollment in any Clovis Trial, whether on a temporary or permanent basis, including the reason for such enrollment cessation. Clovis shall provide Strata Oncology with prompt written notice in the event such Clovis Trial resumes enrollment, including reasons for resuming enrollment. Clovis shall provide Strata Oncology with prompt notice, and in any event within , upon the Submission of the Clovis Drug Candidate and upon the Approval of the Clovis Drug Candidate, in each case for use with respect to the Named Indication.

5.0 Clovis Trials; Target Exclusivity.

5.1 The Parties agree that the Clovis Trials shall be considered a part of the Strata Partnered Trials hereunder. During the Term, (a) the Clovis Target Alterations for the Named Indication shall be reserved exclusively for Clovis with respect to the Strata Trial Collaboration and Strata Oncology shall provide matching trial information regarding the Clovis Trials to the Providers of all Identified Patients for the purpose of potentially participating in a Clovis Trial; and (b) Strata Oncology shall not provide or grant any other Participating Study Sponsor with any clinical trial matching information relating to the same target alterations and cancer indications as Clovis (i.e., the Clovis Target Alterations for the Named Indication) (herein, collectively referred to as "***Target Exclusivity***"). Notwithstanding anything to the contrary in this Agreement, the

Parties acknowledge and agree that (i) the decision as to whether an Identified Patient will participate in any clinical study, including the Clovis Trials, will be made solely by an Identified Patient and his or her Provider, in the exercise of such Provider's medical judgment, and neither Party shall attempt improperly to influence such decision; and (ii) Strata Oncology shall not be prohibited from also providing to Identified Patients who have other oncogenic mutations in addition to any Clovis Target Alterations information regarding Third Party clinical studies targeting only such other oncogenic mutations (and not any of the Clovis Target Alterations), and providing the relevant Provider information for such Identified Patients to Third Parties that may be conducting clinical studies targeting only such other oncogenic mutations (and not any of the Clovis Target Alterations) and only if such Third Party is, at that time, a Participating Study Sponsor.

5.2 [***].

5.3 Upon written amendment of this Agreement, whether pursuant to Section 5.2 or otherwise, Clovis and Strata Oncology may expand the Clovis Target Alterations to include additional oncogenic driver mutations and may expand the Clovis Trials to include additional trials or other cancer indications. Any such amendment shall address, if applicable, other modifications to this Agreement, including but not limited to any revisions to the compensation terms set forth in Section 6, as a result of such expansion of the agreed upon Clovis Trials and/or Clovis Target Alterations. Schedule A shall be updated as agreed to by the Parties to reflect the current status of any Clovis Trials, including the relevant cancer indications with respect to any Clovis Trial, which shall then become part of the "Named Indications" subject to the terms of this Agreement. Only those Clovis Trials listed on Schedule A, as it may be amended from time to time, including the expansion of the Named Indications or the Clovis Target Alterations, shall be considered Clovis Trials for purposes of this Agreement.

5.4 Strata Oncology acknowledges that Clovis may enroll patients in the Clovis Trials that are identified by Clovis from its pre-screening protocol activities or from one or more third parties, in each case outside of the Strata Trial Collaboration.

6.0 Compensation. In consideration of the rights granted to Clovis and obligations undertaken by Strata Oncology in this Agreement, Clovis shall pay Strata Oncology as follows:

6.1 Upfront Fee. On the Effective Date, Clovis shall pay Strata Oncology on a one-time basis a fee in the amount of [***].

6.2 Enrollment Fees. Clovis shall pay Strata Oncology a fee of [***] for each Strata Enrolled Patient[***].

6.3 Approval Milestone. Clovis shall pay Strata Oncology a one-time fee upon the first Approval of the Clovis Drug Candidate for use for the Named Indication, which fee shall be based on the Order to Approval of the Clovis Drug Candidate (the "***Milestone Fee***"). Clovis shall not be obligated to pay the Milestone Fee unless the Strata Enrolled Patient Contribution is at least

[***]. If the Strata Enrolled Patient Contribution is at least [***], then Clovis shall pay the Milestone Fee to Strata Oncology as follows:

6.3.1 First Approval. If the Clovis Drug Candidate's Order to Approval is first, then the Milestone Fee shall be equal to [***].

6.3.2 Second Approval. If the Clovis Drug Candidate's Order to Approval is second, then the Milestone Fee shall be equal to [***].

6.3.3 Third Approval. If the Clovis Drug Candidate's Order to Approval is third, then the Milestone Fee shall be equal to [***].

6.3.4 The table set forth on Schedule C sets forth examples of the calculation of the Milestone Fee at different levels of Order to Approval and Strata Enrolled Patient Contribution. This table is for illustration purposes only and any Milestone Fee shall be calculated pursuant to this Section 6.3.

6.4 No Other Compensation. Each Party hereby agrees that the terms of this Agreement fully define all consideration, compensation and benefits, monetary or otherwise, to be paid, granted or delivered by one Party to the other Party in connection with the transactions contemplated herein. Neither Party previously has paid or entered into any other commitment to pay, whether orally or in writing, any of the other Party's employees, directly or indirectly, any consideration, compensation or benefits, monetary or otherwise, in connection with the transaction contemplated herein.

6.5 Maintenance of Records; Audit.

6.5.1 By Strata Oncology. For a period beginning on the Effective Date until [***] (the "***Clovis Audit Period***"), Clovis shall maintain and shall cause its Affiliates to maintain complete and accurate books and records that Clovis maintains in the ordinary course of its business as necessary to allow the accurate calculation of payments due to Strata Oncology hereunder. Once per calendar year during the Clovis Audit Period, Strata Oncology shall have the right to engage an independent public accounting firm selected by Strata Oncology and reasonably acceptable to Clovis, at Strata Oncology's expense, which shall have the right to conduct a single examination in confidence (subject to all obligations under Section 8 hereof) of the relevant Clovis records as may be reasonably necessary to determine and/or verify the number of Strata Enrolled Patients, Strata Contributed Patients and the Total Enrolled Patients. Such examination shall be conducted during Clovis' normal business hours, after at least thirty (30) days prior written notice to Clovis and shall take place at the Clovis facility(ies) where such records are maintained. In the event the report reflects an under-payment by Clovis hereunder, Clovis shall promptly (but in no event later than thirty (30) days after Clovis' receipt of the independent auditor's report) make payment to Strata Oncology of any short-fall In the event that there was an over-payment by Clovis hereunder, Strata Oncology shall promptly (but in no event later than thirty (30) days after Strata Oncology's receipt of the independent auditor's report so

correctly concluding) refund to Clovis the excess amount. In the event any payment by Clovis shall prove to have been incorrect by more than [***] to Strata Oncology's detriment, Clovis will pay the reasonable fees and costs of Strata Oncology's independent auditor for conducting the audit.

6.5.2 By Clovis. During the Term, Strata Oncology shall maintain and shall cause its Affiliates to maintain complete and accurate books and records that Strata Oncology maintains in the ordinary course of its business as necessary to document its compliance with the requirements of this Agreement to provide the Strata Partner Test Reports to Clovis and with respect to its representations and obligations pursuant to Sections 10, 11 and 12 hereof applicable to Strata Enrolled Patients or a Participating Site that is also a Clovis Trial site. Not more than once per calendar year during the Term, Clovis shall have the right, at its expense, to examine in confidence (subject to all obligations under Section 8 hereof) the relevant Strata Oncology records as may be reasonably necessary to verify its compliance with the foregoing.

6.6 Invoices; Payments. Strata Oncology shall deliver written invoices to Clovis for amounts due under Sections 6.2 and 6.3 above, based on the reports delivered by Clovis to Strata Oncology containing the status of Enrolled Clovis Patients, the Total Enrolled Patients and the Clovis Drug Candidate. Strata Oncology may submit monthly invoices with respect to fees payable [***] pursuant to Section 6.2 [***]. With respect to the invoice for the Milestone Fee under Section 6.3, Strata Oncology shall note the calculation method and the Strata Enrolled Patient Contribution. Clovis shall pay the amounts set forth in each such invoice within [***] of the date of the invoice. In the event that Clovis fails to provide Strata Oncology with the necessary information to prepare the invoices, or the Clovis reports are in error, Strata Oncology may send additional and/or corrected invoices once the information is received and/ or corrected, or combine such additional payments with the next invoice.

7.0 Term and Termination.

7.1 Term. The term of this Agreement will begin on the Effective Date and will remain in effect until the three (3) year anniversary of the Effective Date (the "***Initial Term***"), unless earlier terminated in accordance with this Agreement. This Agreement shall automatically renew for successive additional one-year terms (each, a "***Renewal Term***" and together with the Initial Term, the "***Term***") unless either Party provides written notice to the other Party of its election not to renew the Agreement at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.

7.2 Termination. Notwithstanding the foregoing, (a) either Party may terminate this Agreement upon [***] advance written notice to the other Party, provided that the effective date of termination of this Agreement shall be no earlier than [***]; (b) either Party may terminate this Agreement upon written notice with immediate effect (i) for any breach of this Agreement or any representation or warranty herein by the other Party that remains uncured for [***] following

written notice from the non-breaching Party; (ii) if reasonably determined by such Party that the performance of this Agreement may contravene any law or regulation or pursuant to Section 12; or (iii) if the other Party becomes the subject of a voluntary or involuntary petition in bankruptcy or proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; (c) Strata Oncology may terminate this Agreement upon [***] written notice if Clovis ceases enrollment in all of the Clovis Trials for a continuous period [***] or completes enrollment in all of the Clovis Trials; and (d) Clovis may terminate this Agreement upon [***] written notice if Strata Oncology closes the Strata Trial Collaboration for a continuous period of [***]. In the event Clovis ceases enrollment of Identified Patients for a continuous period of [***] in one or more Clovis Trials, or Clovis notifies Strata Oncology of its intention to stop a Clovis Trial based on an unacceptable level of clinical activity or for any other reason, or Clovis completes enrollment in one or more Clovis Trials, Strata Oncology may terminate that portion of the Agreement, including the Target Exclusivity, that relates to such Clovis Trial(s) (specifying the Named Indication(s), as applicable) by providing Clovis with [***] written notice, in which case Schedule A shall be amended to remove the applicable Clovis Trial and/or specified Named Indication(s), as applicable; provided that Strata Oncology shall not be permitted to cause such termination if Clovis opens a new clinical study targeting the same Clovis Target Alterations within such [***] period that is for the same Named Indication(s) or a subset of the indications covered by the applicable Clovis Trial and provides written notice to Strata Oncology within such [***] period.

7.3 Survival. Sections 6.3, 6.5, 7.3, 8, 9, 10, 11, 12, 13, 14, 15 and 16 shall survive the expiration (and any termination) of this Agreement. In addition, the Clovis payment obligations contained in Section 6.2 shall survive with respect to any such payments accrued and unpaid at the time of termination with respect to a Strata Enrolled Patient or with respect to the Patent Identification Process performed by Strata Oncology prior to termination which results in a Strata Enrolled Patient following termination, except to the extent that termination occurred pursuant to Section 7.2(b)(ii) and, in the opinion of counsel to the terminating party, any such payments could reasonably be expected to violate any Applicable Laws. In addition, Clovis' reporting obligations under Section 4.2 shall survive for the purpose of providing information to Strata Oncology with respect to any surviving payments under Sections 6.2 and 6.3.

8.0 Confidentiality

8 . 1 Confidential Information. For purposes of this Agreement, a Party whose Confidential Information is disclosed hereunder is the "***Disclosing Party***" and a Party to whom Disclosing Party's Confidential Information is disclosed hereunder is a "***Receiving Party***".

8.2 Restrictions on Disclosure and Use. Each Party agrees that at all times, and notwithstanding any termination or expiration of this Agreement, it will hold in strict confidence and not publish, disseminate, or otherwise disclose to any Third Party Disclosing Party's Confidential Information without the written consent of such Disclosing Party. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information solely to its Representatives with a need to know such Confidential Information as required to perform this Agreement, and only after such Representatives have been advised of the confidential nature of such information and are bound by obligations of confidentiality with respect to such Confidential

Information that are substantially similar to the terms of this Agreement. Each Receiving Party may use the Confidential Information of Disclosing Party only to the extent required to perform its obligations under this Agreement. Each Party shall be responsible for any breach of this Agreement by its respective Representatives. Each Party's obligations of confidentiality and non-use under this Agreement will survive termination or expiration of this Agreement for [***] after such termination or expiration; provided that any Confidential Information that comprises the trade secrets of a Disclosing Party under Applicable Law shall remain subject to these terms for the maximum time period allowed under Applicable Law, subject to Section 8.3, and provided further that the terms of any payments under Section 6 shall remain confidential.

8.3 Information Not Treated as Confidential Information. Confidential Information shall be deemed not to include information disclosed by Disclosing Party hereunder that a Receiving Party can demonstrate, by competent written proof: (a) is publicly known at the time of disclosure hereunder; (b) hereafter becomes publicly known through no act or failure to act on the part of the Receiving Party; (c) is already known by the Receiving Party free of any obligation of confidence in favor of Disclosing Party at the time of disclosure; (d) is hereafter disclosed to the Receiving Party by a Third Party as a matter of right and without restriction on disclosure in favor of Disclosing Party; or (e) is developed independently by the Receiving Party's employees who were unaware of and did not have access to such Confidential Information.

8.4 Non-Prohibited Disclosures. Notwithstanding any other provision of this Agreement, a Receiving Party's disclosure of Confidential Information of Disclosing Party shall not be prohibited if such disclosure: (a) is in response to a valid order of a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with prior written notice of such anticipated disclosure in order to permit such Disclosing Party to seek a protective order or other confidential treatment of such Confidential Information; or (b) is otherwise required by Applicable Law; *provided that* the Receiving Party provides the Disclosing Party with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the Disclosing Party in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued, or for which the law required. In addition, notwithstanding the foregoing, Clovis shall have the unrestricted right to publish, present or otherwise publicly disclose the results of the Clovis Trials; provided that, Clovis shall not have to right to publish, present or otherwise publicly disclose any reports provided by Strata Oncology to Clovis under this Agreement, including any unpublished information regarding the Strata Trial, the Strata Oncology Assay, or the Strata Oncology Testing Services without the prior written consent of Strata Oncology, which shall not be unreasonably withheld.

8.5 Public Announcements. No Party to this Agreement shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated hereby without the prior written consent of the other Party, not to be unreasonably withheld or delayed, except as may be required by law or the requirements of any national securities exchange, in which case the Party proposing to issue such press release or make such public announcement shall consult in good faith with the other Party before issuing any such press

release or making any such public announcement. The Parties shall cooperate as to the timing and content of any such press release or public announcement.

9.0 Intellectual Property.

9.1 Background Intellectual Property. All intellectual property rights, including without limitation patents, copyrights, trademarks, and trade secrets, of a Party (for purposes of this Section 9, the "***First Party***") existing as of the Effective Date, or developed through such First Party's efforts outside of and independently of this Agreement and the Strata Trial Collaboration, and without use of or reference to the other Party's Confidential Information, shall remain the sole and exclusive property of the First Party.

9.2 Developed Intellectual Property.

9.2.1 Clovis Drug Intellectual Property. As between Strata Oncology and Clovis, all right, title and interest in and to all inventions and other intellectual property conceived, generated, developed and/or made by or on behalf of either Party solely or jointly with the other Party and/or a Third Party in connection with or in the performance of the Strata Trial Collaboration that relate or are directed to, or that cover, a Clovis Drug Candidate, including without limitation its composition, manufacture and/or use, or any of the Clovis Trial(s) (other than data included in any of the Strata Partner Test Reports which will be subject to the provisions of Section 9.2.2 hereof) (the "***Clovis Drug Intellectual Property***") are the exclusive property of and shall be owned solely by Clovis, and Clovis shall have the full and exclusive right to exploit such Clovis Drug Intellectual Property without the consent of, or any obligation to account to, Strata Oncology with respect thereto. Strata Oncology hereby assigns, and shall cause its Affiliates and Representatives to assign, to Clovis all right, title and interest in and to Clovis Drug Intellectual Property to effectuate Clovis' sole and exclusive ownership thereof. Clovis hereby grants to Strata Oncology a limited, non-exclusive, royalty-free license to use all Clovis Drug Intellectual Property solely for purposes related to the performance of this Agreement, the Strata Trial and the Strata Trial Collaboration, and/or for the development and commercialization of the Strata Oncology Assays.

9.2.2 Strata Oncology Intellectual Property. As between Strata Oncology and Clovis, all right, title and interest in and to all inventions and other intellectual property conceived, generated, developed and/or made by or on behalf of either Party solely or jointly with the other Party and/or a Third Party in connection with or in the performance of the Strata Trial Collaboration that relate or are directed to, or that cover, the Strata Oncology Assay or the Strata Oncology Testing Services, including any and all information and data generated by Strata Oncology in the performance of the Strata Oncology Testing Services (the "***Strata Oncology Intellectual Property***") are the exclusive property of and shall be owned solely by Strata Oncology, and Strata Oncology shall have the full and exclusive right to exploit such Strata Oncology Intellectual Property without the consent of, or any obligation to account to, Clovis with respect thereto. Clovis hereby assigns, and shall cause its Affiliates and Representatives to assign, to Strata Oncology all right, title

and interest in and to Strata Oncology Intellectual Property to effectuate Strata Oncology's sole and exclusive ownership thereof. Strata Oncology hereby grants to Clovis a limited, non-exclusive, royalty-free license to use the Strata Partner Test Reports provided to Clovis and the quarterly reports provided by Strata Oncology to Clovis pursuant to Section 4.1 solely for purposes related to the performance of this Agreement and the Clovis Trial(s), and/or for the development and commercialization of the Clovis Drug Candidate and any Clovis Drug Product.

10.0 Representations, Warranties and Covenants

10.1 Strata Oncology represents, warrants and/or covenants that, notwithstanding anything to the contrary herein: (a) that Strata Oncology shall not perform any testing or activities relating to Tissue Samples and any other patient samples tested with the Strata Oncology Assay not authorized by the applicable Patient ICF; (b) Strata Oncology's activities with respect to the Strata Trial Collaboration and the Strata Oncology Assay will not infringe upon any intellectual property or other rights of third parties; (c) it will conduct the Strata Trial Collaboration and the Strata Oncology Testing Services in compliance with all Applicable Laws; (d) it will not make any payments to any healthcare provider (including Providers or Participating Study Sites) which are in consideration for any referrals or other business; (e) no part of the exchange by the Parties, or any Participating Study Site, of items or services in connection with the Strata Trial Collaboration is intended to be for, nor shall be construed as, an offer or payment made in exchange for any explicit or implicit agreement to purchase, prescribe or recommend, or provide a favorable formulary status for, any Strata Oncology or Clovis product or service; (f) it does not and will not have a "financial relationship" with Providers or any Participating Study Site within the meaning of 42 C.F.R. §411.354 subject to the provisions of 42 C.F.R. §411.353; and (g) the performance by Strata Oncology of its obligations under this Agreement shall not breach any agreement which (i) obligates Strata Oncology to keep in confidence any confidential or proprietary information of any Third Party, or to refrain from competing, directly or indirectly, with the business of any Third Party; or (ii) grants to any third party exclusive rights to oncogenic driver mutations that conflict with the Target Exclusivity herein, and Strata Oncology shall not disclose to Clovis any such confidential or proprietary information.

10.2 Clovis represents, warrants and/or covenants that, notwithstanding anything to the contrary herein: (a) Clovis shall not perform any testing or activities relating to Tissue Samples or other patient samples tested with the Strata Oncology Assay not authorized by the applicable Patient ICF or other authorization by the Identified Patient; (b) Clovis' activities with respect to the Clovis Trials and the Clovis Drug Candidate will not infringe upon any intellectual property or other rights of third parties; (c) Clovis shall use the information provided by Strata Oncology under this Agreement as a result of the Strata Oncology Assay testing for the purpose of identifying and enrolling patients in the Clovis Trials with respect to the Clovis Drug Candidate in accordance with the terms of this Agreement and not for other purposes, including drug candidates or studies not covered by this Agreement; and (d) the performance by Clovis of its obligations under this Agreement shall not breach any agreement which obligates Clovis to keep in confidence any confidential or proprietary information of any Third Party or to refrain from competing, directly

or indirectly, with the business of any Third Party, and Clovis shall not disclose to Strata Oncology any such confidential or proprietary information.

11.0 Anti-Corruption. In performing their respective obligations hereunder, Clovis and Strata Oncology acknowledge that their company policies, and the policies of their respective Affiliates, require that such person's business and activities be conducted in conformance with Applicable Law. By signing this Agreement, Clovis and Strata Oncology each agree to conduct the business and activities contemplated herein in a manner which is consistent and compliant with Applicable Law, with good business ethics, and with their respective company policies applicable to such activities. Specifically, Clovis and Strata Oncology each agree that it has not and will not, and covenants that its Representatives have not and will not, in connection with the performance of this Agreement, directly or indirectly, make, promise, authorize, ratify or offer to make, or take any action in furtherance of, any payment or transfer of anything of value for the purpose or effect of (a) influencing, inducing or rewarding any act, omission or decision to secure an improper advantage, or of improperly assisting it in obtaining or retaining business for it or the other Party, or in any way that would violate Applicable Law or with the purpose or effect of public or commercial bribery; or (b) influencing, inducing or rewarding any act, omission or decision with respect to the referral of any good, service, or item for which payment may be made in whole or in part under a federal or state health care program in any manner that would violate Applicable Law

12.0 Representations and Covenants Regarding Healthcare Programs. Strata Oncology and Clovis each represents and warrants to the other Party, as of the Effective Date, that neither it nor any of its Representatives performing any activities with respect to this Agreement has been debarred under Section 306(a) or (b) of the Federal Food, Drug and Cosmetic Act, excluded from participation in any government healthcare program, convicted of any offense defined in 42 U.S.C. Section 1320a-7, or disqualified as a clinical investigator pursuant to 21 C.F.R Section 312.70 or 812.119 and no debarred, excluded or disqualified person will in the future be utilized by such Party in connection with any work to be performed in connection with the Strata Trial Collaboration. If at any time after execution of this Agreement, a Party becomes aware that it or any of its Representatives performing any activities with respect to this Agreement is, or is threatened with being, debarred, excluded or disqualified, such Party hereby certifies that it will promptly notify the other Party in writing, whereupon such other Party may terminate this Agreement upon written notice to such Party.

13.0 Indemnification.

13.1 Indemnification by Clovis. Clovis will indemnify, defend and hold harmless Strata Oncology, its Affiliates, and each of its and their respective employees, officers, directors and agents (each, a "***Strata Indemnified Party***") from and against any and all liability, loss, damage, expense (including reasonable attorneys' fees and expenses) and cost (collectively, a "***Liability***") which the Strata Indemnified Party may be required to pay to one or more Third Parties or incurred in connection with any and all suits, investigations, claims or demands of Third Parties (collectively, "***Third Party Claims***") to the extent resulting from or arising out of: (a) the conduct of the Clovis Trials, on behalf of or under authority of, Clovis; (b) the research, development and/or

commercialization of the Clovis Drug Product by, on behalf of or under authority of, Clovis; and/or (c) the breach or violation of [***]; except in each case, to the extent caused by [***].

13.2 Indemnification by Strata Oncology. Strata Oncology will indemnify, defend and hold harmless Clovis, its Affiliates, and each of its and their respective employees, officers, directors and agents (each, a "***Clovis Indemnified Party***") from and against any Liability which the Clovis Indemnified Party may be required to pay to one or more Third Parties or incurred in connection with any and all Third Party Claims to the extent resulting from or arising out of (a) the conduct of the Strata Trial Collaboration and/or the Strata Oncology Testing Services by, or on behalf of or under authority of, Strata Oncology; (b) the breach of any agreement between Strata Oncology and any Third Party that is part of the Strata Trial Collaboration, including agreements with any Participating Study Sponsors or Participating Study Sites; and/or (c) the breach or violation of [***]; except in each case, to the extent caused by [***].

13.3 Procedure. Each Party will provide prompt written notice to the other in the event it becomes aware of a Third Party Claim for which indemnification may be sought hereunder; provided*, however,* that failure to give prompt written notice will not relieve the Indemnifying Party of any liability or obligation hereunder, except to the extent it has suffered actual material prejudice due to such failure. In case any proceeding (including any governmental investigation) shall be instituted involving any Party in respect of which indemnity may be sought pursuant to this Section 13, such Party (the "***Indemnified Party***") shall promptly notify the other Party (the "***Indemnifying Party***") in writing. With fifteen (15) days after delivery of such notification, the Indemnifying Party may, upon written notice thereof to the Indemnified Party, assume control of the defense of such Third Party claim with counsel reasonably satisfactory to the Indemnified Party and control the disposition or settlement thereof (including all decisions relative to litigation, appeal, and settlement, subject to this Section 13.3). The Indemnified Party shall cooperate fully with the Indemnifying Party in such defense. If the Indemnifying Party does not assume control of such defense, the Indemnified Party shall control such defense. The Party not controlling such defense may participate therein at its own expense; provided the Indemnified Party shall bear the expense if the named parties to any such proceeding (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and representation of both parties by the same counsel would, in the written opinion of counsel to the Indemnified Party, be inappropriate due to actual or potential conflicts of interests between them. All such fees and expenses shall be reimbursed as they are incurred, and provided reasonable documentation along with an invoice is provided. The Indemnifying Party shall not be liable for any settlement of any proceeding affected without its prior written consent, but if settled with such prior written consent or if there be a final judgment for the plaintiff, the Indemnifying Party agrees to indemnify the Indemnified Party from and against any liability by reason of such settlement or judgment. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which the Indemnified Party is, or arising out of the same set of facts could have been, a party and indemnity could have been sought hereunder by the Indemnified Party, unless there is no finding or admission of any violation of law or rights of any person, the sole relief is monetary damages that are paid in full by the Indemnifying Party and the Indemnified Party shall have no liability or obligation with respect thereto.

13.4 Insurance. Each Party acknowledges that they each maintain and shall, maintain adequate insurance for liability insurance adequately covering such Party's obligations under this Agreement, including insurance that is required by Applicable Law. Upon request by the other Party, each Party shall provide to the other Party a certificate of insurance constituting evidence of its insurance coverage.

13.5 Limitations. No Party shall be liable under this Agreement for any punitive, special or indirect damages or loss of business reputation, including indirect or consequential relating to the breach or alleged breach of this Agreement; except to the extent a Party is subject to a Liability relating to a Third Party arising from an indemnified matter hereunder, in which case any punitive, incidental, consequential, special or indirect damages actually awarded in such judgment to a Third Party will be included within the definition of Liability.

14.0 **Governing Law; Jurisdiction**. This Agreement will be governed by and construed in accordance with the laws of the state of Delaware, without regard to or application of conflict of laws rules or principles. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the state or federal courts of the United States of America located in the county of New Castle, Delaware, and each Party irrevocably submits to the non-exclusive jurisdiction of such courts in any such suit, action or proceeding. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

15.0 General Provisions. Neither Party may assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without the other Party's prior written consent, provided, however, that either Party may assign this Agreement without such consent (a) to any of its Affiliates; or (b) to a successor in connection with the merger, consolidation, transfer or sale of all or substantially all of its assets or business to which this Agreement relates.

Any attempted assignment or transfer not in compliance with the foregoing will be void. This Agreement will be binding on and inure to the benefit of successors and permitted assigns. Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. All notices or approvals required or permitted under this Agreement will be in writing and delivered by postage prepaid, overnight nationally recognized courier service or United States Postal Service registered or certified mail to the address set forth on the signature page. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Except as set forth herein, any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by both Parties. The relationship between the Parties under this Agreement shall be that of independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party will have the power to bind the other Party, or to make any representations or commitments or incur obligations for or on behalf of the other Party, without such other Party's prior written consent. If any provision of this Agreement shall be held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the Parties' fundamental intentions hereunder, and the remaining provisions shall not be affected or impaired.

16.0 Entire Agreement. This Agreement is the complete and exclusive understanding and agreement between the Parties regarding its subject matter, and supersedes all proposals, understandings or communications between the Parties, oral or written, regarding its subject matter.

17.0 Counterparts. This Agreement, and any amendment hereto, may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of a signed copy of this Agreement, or any amendment hereto, by fax or e-mail (PDF format) shall have the same effect as delivery of an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CLOVIS ONCOLOGY, INC.

By: /s/ Patrick Mahaffy

Name: Patrick Mahaffy

Title: President and CEO

For purposes of Notice:

5500 Flatiron Parkway, Suite 100
Boulder, Colorado 80301
Attention: General Counsel
Phone: 313-625-5000
Fax:
Email: pgross@clovisoncology.com

STRATA ONCOLOGY, INC.

By: /s/ Catherine A. Sazdanoff

Name: Catherine A. Sazdanoff

Title: Chief Business Officer

For purposes of Notice:

8170 Jackson Road
Ann Arbor, Michigan 48103
Suite A
Attention: Catherine A. Sazdanoff
Phone: 847-682-8369
Fax: N/A
Email:Catherine.sazdanoff@strataoncolgy .com

Copy to:

Jaffe, Raitt, Heuer & Weiss, P.C.
27777 Franklin Rd., Suite 2500
Southfield, MI 48034
(248) 351-3000
Attention: Sara Kruse
Email: skruse@jaffelaw.com

Schedule A – Clovis Trials and Target Alterations

Clovis Drug Candidate	Clovis Target Alterations	Clovis Trial
Rucaparib	**BRCA1, BRCA2, ATM**	**CO-338-052** **NCT# NCT02952534** **TRITON2: A Multicenter, Open-label Phase 2 Study of Rucaparib in Patients with Metastatic Castration-resistant Prostate Cancer Associated with Homologous Recombination Deficiency**
Rucaparib	**BRCA1, BRCA2, ATM**	**CO-338-063** **NCT#: NCT02975934** **TRITON3: A Multicenter, Randomized, Open-label Phase 3 Study of Rucaparib versus Physician's Choice of Therapy for Patients with Metastatic Castration-resistant Prostate Cancer Associated with Homologous Recombination Deficiency**

Schedule B
Strata-Clovis Patient Identification Process and Reports

1. Within thirty (30) days of the Effective Date, the parties will hold an operational kick-off meeting at a mutually agreeable time and location to share relevant information about respectively, the Strata Trial Collaboration and the Clovis Trials, and discuss and address how best to implement the Clovis Trials as part of the Strata Partnered Trials on an ongoing basis, including the following:

    a. Strata Oncology shall provide Clovis with:
        i. A current list of all of Strata Oncology's Participating Study Sites, and for each, the name of the Strata Trial principal investigator and clinical coordinator and their contact information (name, address, phone, email). Strata Oncology to keep this list updated during the Term;
        ii. [***]
        iii. [***]

    b. Clovis shall provide Strata Oncology with:
        i. A current list of all active Clovis Trial sites, and for each, the name of the Clovis Trial principal investigator and clinical coordinator and their contact information (name, address, phone, email) to the extent such information is available to Clovis. During the Term, Clovis shall update the list promptly upon any changes; and
        ii. [***]

2. During the Term and while the Clovis Trials are enrolling, Strata Oncology shall perform the Strata Oncology Assay and generate a Full Strata Test Report (for the relevant Provider) for each sample and test request from Participating Study Sites (provided that such sample is usable for testing), and a Strata Partner Test Report (for Clovis) for each Identified Patient. The Parties shall each send such information and take such actions as detailed in Sections 3 to 8 below, known as the Patient Identification Process. Strata Oncology agrees that Clovis will be allowed to screen, using its own assay, any Participating Patient who is referred to it by any Provider at a Participating Study Site, and, if so, such Participating Patient shall not be considered a Strata Enrolled Patient if [***].

3. As soon as practicable upon identification of a Identified Patient, Strata Oncology shall send Clovis:

    a. The Strata Partner Test Report for each Identified Patient;
    b. Contact information for the Identified Patient's Provider (name, address, phone/ email); and

c. [***]

4. When Strata Oncology sends the Full Strata Test Report for an Identified Patient to the Provider, Strata Oncology shall also send the Provider:

    a. Notification of the potential matching Clovis Trial(s);
    b. The relevant Clovis Trial information as provided by Clovis and agreed by Strata Oncology; and
    c. Contact information for Clovis or Clovis' CRO (as designated by Clovis) in the event of other inquiries about the Clovis Trials from the Provider.

5. If the Provider's Participating Study Site is not an active Clovis Trial site, Clovis may review the site and consider activating the site as a Clovis Trial study center on a case by case basis.

6. As soon as practicable upon the screening and enrollment of any Identified Patient, Clovis shall send Strata Oncology a written status of such Identified Patients, including:

    a. Total # Identified Patients
    b. # of those who progressed to clinical screening for one or more Clovis Trial,
    c. # of those eligible for enrollment
    d. # Strata Enrolled Patients, and # Total Enrolled Patients ; and
    e. [***]

7. [***]

8. Quarterly, for the prior quarter, the Parties shall send each other reports as follows, which reports are due within thirty (30) days of the applicable quarter and which information is to be used in the quarterly discussions between the Parties:

    a. Strata Oncology to Clovis:

        i. Status of the Strata Trial Collaboration:
            a. Updated list of Participating Study Sites
            b. # (by Participating Study Site) of Participating Patients that have been tested using the Strata Oncology Testing Services;

        ii. Total # (by Participating Study Site) of Identified Patients;
        iii. [***]
        iv. [***]

    b. Clovis to Strata Oncology:

i. Status of Identified Patients identified by Strata Oncology, including
   a. Total # Identified Patients,
   b. # of those who progressed to clinical screening for a Clovis Trial;
   c. # of those eligible for enrollment,
   d. # Strata Enrolled Patients, and # Total Enrolled Patients, and
   e. [***]

ii. [***]
   a. [***]
   b. [***]

Schedule C – Milestone Fee Sample Calculations

The following table is for illustrative purposes to provide examples of the Milestone Fee at different levels of Order of Approval and Strata Enrolled Patient Contribution. [***]

[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]

[***] INDICATES MATERIAL THAT WAS OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT WAS REQUESTED. ALL SUCH OMITTED MATERIAL WAS FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO THE RULES APPLICABLE TO SUCH CONFIDENTIAL TREATMENT REQUEST.

Schedule D – Strata Partner Test Report Format

Exhibit 31.1

I, Patrick J. Mahaffy, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Clovis Oncology, Inc. for the quarter ended March 31, 2017;

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;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 4, 2017

/s/ PATRICK J. MAHAFFY
Patrick J. Mahaffy
President and Chief Executive Officer

Exhibit 31.2

I, Daniel W. Muehl, certify that:

1. I have reviewed this quarterly report on Form 10-K of Clovis Oncology, Inc. for the quarter ended March 31, 2017;

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;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 4, 2017

/s/ DANIEL W. MUEHL
Daniel W. Muehl
Senior Vice President of Finance and
Principal Financial and Accounting Officer

Exhibit 32.1

CERTIFICATIONS PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)

In connection with the Quarterly Report of Clovis Oncology, Inc., a Delaware corporation (the "Company"), on Form 10-Q for the quarter ended March 31, 2017, as filed with the Securities and Exchange Commission (the "Report"), Patrick J. Mahaffy, as Chief Executive Officer of the Company, does hereby certify, pursuant to §906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. §1350), that to his knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 4, 2017

/s/ PATRICK J. MAHAFFY
Patrick J. Mahaffy
President and Chief Executive Officer

Exhibit 32.2

CERTIFICATIONS PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)

In connection with the Quarterly Report of Clovis Oncology, Inc., a Delaware corporation (the "Company"), on Form 10-Q for the quarter ended March 31, 2017, as filed with the Securities and Exchange Commission (the "Report"), Daniel W. Muehl, as Senior Vice President of Finance and Principal Financial and Accounting Officer of the Company, does hereby certify, pursuant to §906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. §1350), that to his knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 4, 2017

/s/ DANIEL W. MUEHL
Daniel W. Muehl
Senior Vice President of Finance and
Principal Financial and Accounting Officer