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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**SCHEDULE 13D**

Under the Securities Exchange Act of 1934

(Amendment No. )\*

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**CRISPR Therapeutics AG**

(Name of Issuer)

Common Shares, CHF 0.03 nominal value per share  
(Title of Class of Securities)

H17182108  
(CUSIP Number)

Mark J. Alles  
Chief Executive Officer  
Celgene Corporation  
86 Morris Avenue  
Summit, New Jersey 07901  
(908) 673-9000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 24, 2016

(Date of Event Which Requires Filing of This Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g) check the following box:

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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SCHEDULE 13D

CUSIP No. H17182108

1	Name of reporting person: CELGENE ALPINE INVESTMENT CO. III, LLC	
2	Check the appropriate box if a member of a group* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds* WC	
5	Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization Delaware, U.S.A.	
Number of shares beneficially owned by each reporting person with	7	Sole voting power -0-
	8	Shared voting power 4,834,980
	9	Sole dispositive power -0-
	10	Shared dispositive power 4,834,980
11	Aggregate amount beneficially owned by each reporting person 4,834,980	
12	Check box if the aggregate amount in Row (9) excludes certain shares* <input type="checkbox"/>	
13	Percent of class represented by amount in Row (9) 12.3% (1)	
14	Type of reporting person* OO	

(1) The percentage ownership interest is determined based on 39,360,634 Common Shares outstanding as of October 24, 2016, which includes 4,834,980 Common Shares held by Celgene Alpine Investment Co. III, LLC subsequent to the Issuer's initial public offering.

1	Name of reporting person: CELGENE CORPORATION	
2	Check the appropriate box if a member of a group* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds* WC	
5	Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization Delaware, U.S.A.	
Number of shares beneficially owned by each reporting person with	7	Sole voting power -0-
	8	Shared voting power 4,834,980
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(1) The percentage ownership interest is determined based on 39,360,634 Common Shares outstanding as of October 24, 2016, which includes 4,834,980 Common Shares held by Celgene Alpine Investment Co. III, LLC subsequent to the Issuer's initial public offering.

## SCHEDULE 13D

### CRISPR Therapeutics AG

#### **Item 1. Security and Issuer.**

The class of equity securities to which this Schedule 13D relates is the common shares, CHF 0.03 nominal value per share (“Common Shares”), of CRISPR Therapeutics AG, a Swiss corporation (“CRISPR”). The principal business address of CRISPR is Aeschenvorstadt 36, 4051 Basel, Switzerland.

#### **Item 2. Identity and Background.**

This Schedule 13D is being filed jointly by the following persons (collectively, “Reporting Persons”):

<u>Reporting Person</u>	<u>Principal Business</u>	<u>Address Principal Business/Office</u>
Celgene Alpine Investment Co. III, LLC, a Delaware limited liability company and a Bermuda licensed company (“Alpine”)	To make and hold investments	Aon House 30 Woodbourne Ave Pembroke, HM 08 Bermuda
Celgene Corporation, a Delaware corporation (“Celgene”)	To discover, develop and commercialize innovative therapies designed to treat cancer and immune-inflammatory related diseases	86 Morris Avenue Summit, New Jersey 07901

Alpine is the holder of 4,834,980 Common Shares of CRISPR. The sole member of Alpine is Celgene International II Sàrl, which is a wholly owned subsidiary of Celgene. Set forth on Schedule A hereto, which is incorporated herein by reference, is the name, business address, principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted and citizenship of each of the Reporting Person’s directors and executive officers.

During the past five years, none of the Reporting Persons, nor, to the knowledge of the Reporting Persons, any of the persons listed on Schedule A hereto, has been (i) convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors), or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

#### **Item 3. Source and Amount of Funds or other Consideration.**

The information set forth or incorporated in Items 4 and 6 hereof are incorporated herein by reference.

The Common Shares of CRISPR beneficially owned by the Reporting Persons were acquired with working capital of the Reporting Persons for investment purposes.

#### **Item 4. Purpose of Transaction.**

The information set forth or incorporated in Items 3 and 6 hereof are incorporated herein by reference.

#### **Lockup Agreement**

On May 11, 2016, Alpine entered into a Lockup Agreement (the “Lockup Agreement”) with CRISPR. Pursuant to the Lockup Agreement, until 180 days after the date of CRISPR’s initial public offering, Alpine will be bound by certain “standstill” provisions which generally will prevent it from selling or otherwise disposing of outstanding Common Shares, other than under certain exceptions. Following the expiration of such lock-up period, Alpine may sell shares subject to certain manner of sale and volume limitations, as well as restrictions on sales pursuant to Rule 144 under the Securities Exchange Act of 1934 or other applicable rules.

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Except as set forth above, neither Celgene or Alpine, nor, to the knowledge of Celgene or Alpine, any of the persons listed on Schedule A hereto, has any present plans which relate to or would result in:

- (a) the acquisition by any person of additional securities of CRISPR, or the disposition of securities of CRISPR;
- (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving CRISPR or any of its subsidiaries;
- (c) a sale or transfer of a material amount of assets of CRISPR or any of its subsidiaries;
- (d) any change in the present Board of Directors or management of CRISPR, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the Board of Directors;
- (e) any material change in the present capitalization or dividend policy of CRISPR;
- (f) any other material change in CRISPR's business or corporate structure;
- (g) changes in CRISPR's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of CRISPR by any person;
- (h) causing a class of securities of CRISPR to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) a class of equity securities of CRISPR becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act; or
- (j) any action similar to any of those enumerated above.

**Item 5. Interest in Securities of the Issuer.**

(a), (b) and (c) — The information contained on the cover pages to this Schedule 13D and the information set forth or incorporated in Items 2, 3, 4 and 6 hereof are incorporated herein by reference.

(d) Not applicable.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to the Securities of the Issuer.**

The information set forth or incorporated in Item 4 hereof is incorporated herein by reference in response to this Item 6.

Other than as described in Items 3, 4 and 5, this Item 6, and the agreements set forth as exhibits hereto, to the Reporting Persons' knowledge, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 and between such persons and any person with respect to any securities of CRISPR.

**Item 7. Material to Be Filed as Exhibits.**

The following documents are filed as exhibits:

Exhibit 1 – Joint Filing Agreement

Exhibit 2 – Lockup Agreement, dated as of May 11, 2016, between Alpine and CRISPR

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**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

CELGENE ALPINE INVESTMENT CO. III, LLC

Date: October 28, 2016

By: /s/ Kevin Mello  
Kevin Mello  
Manager

CELGENE CORPORATION

Date: October 28, 2016

By: /s/ Thomas M. Perone  
Thomas M. Perone  
Assistant Secretary

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**EXHIBIT INDEX**

<b>Exhibit</b>	<b>Description</b>
1	Joint Filing Agreement
2	Lockup Agreement, dated as of May 11, 2016, between Alpine and CRISPR

## SCHEDULE A

### Name, business address, present principal occupation or employment and place of citizenship of the directors and executive officers of the Reporting Persons

The name, business address and present principal occupation or employment of each of the directors and executive officers of the Reporting Persons are set forth below. Unless otherwise indicated, the business address of each director and executive officer is c/o 86 Morris Avenue, Summit, New Jersey 07901. Unless otherwise indicated, each director and executive officer is a citizen of the United States.

#### CELGENE CORPORATION — BOARD OF DIRECTORS

<u>Name And Position</u>	<u>Present Principal Occupation Or Employment</u>
<b>Robert J. Hugin</b> Executive Chairman	Executive Chairman of Celgene Corporation
<b>Mark J. Alles</b> Chief Executive Officer and Director	Chief Executive Officer of Celgene Corporation
<b>Jacquelyn A. Fouse, Ph.D.</b> President and Chief Operating Officer and Director	President and Chief Operating Officer of Celgene Corporation; Director of Dick's Sporting Goods
<b>Richard W. Barker, D.Phil.</b> Director (Citizen of the United Kingdom)	Director of the Centre for Accelerating Medical Innovations; Chairman of the Health Innovation Network of South London, UK; a member of the Board of iCO Therapeutics, Inc.; Chairman of Stem Cells for Safer Medicine; Chairman of International Health Partners; Chairman of Precision Medicine Catapult plc.
<b>Michael W. Bonney</b> Director	Formerly Chief Executive Officer and a director of Cubist Pharmaceuticals Inc.; Chairman of the Board of Alynlyam Pharmaceuticals, Inc.; Trustee of the Tekla complex of life sciences and dedicated funds; Board of Trustee Chair of Bates College
<b>Michael D. Casey</b> Director	Formerly Chairman, President, Chief Executive Officer and a director of Matrix Pharmaceutical, Inc.; Director of Abaxis, Inc.
<b>Carrie S. Cox</b> Director	Chairman of the Board of Directors and Chief Executive Officer of Humacyte, Inc.; member of Board of Directors of Texas Instruments; member of Board of Directors of Cardinal Health, Inc.
<b>Michael A. Friedman, M.D.</b> Director	Emeritus Chief Executive Officer of City of Hope; member of Board of Directors of MannKind Corporation; member of Board of Directors of Smith & Nephew plc; member of Board of Trustees of Tulane University
<b>Julia A. Haller, M.D.</b> Director	Ophthalmologist-in-Chief of the Wills Eye Hospital, Philadelphia, PA
<b>Gilla Kaplan, Ph.D.</b> Director	Director of the Global Health Program, Tuberculosis, at the Bill and Melinda Gates Foundation
<b>James J. Loughlin</b> Director	Formerly National Director of the Pharmaceuticals Practice at KPMG LLP; member of Board of Directors of each of Edge Therapeutics, Inc. and InspireMD
<b>Ernest Mario, Ph.D.</b> Director	Chairman of the American Foundation for Pharmaceutical Education; Chairman of the Board of each of Capnia, Inc. and Chimerix Inc.; member of the Board of Directors of Tonix Pharmaceutical Holding Corp.



**CELGENE CORPORATION — EXECUTIVE OFFICERS**

<b>Name</b>	<b>Title</b>
<b>Robert J. Hugin</b>	Executive Chairman
<b>Mark J. Alles</b>	Chief Executive Officer
<b>Jacquelyn A. Fouse, Ph.D.</b>	President and Chief Operating Officer
<b>Peter N. Kellogg</b>	Executive Vice President and Chief Financial Officer
<b>Scott A. Smith</b>	President, Inflammation & Immunology
<b>Rupert Vessey</b>	President, Research and Early Development
<b>Michael Pehl</b>	President, Hematology & Oncology
<b>Gerald Masoudi</b>	Executive Vice President, General Counsel and Corporate Secretary

**CELGENE ALPINE INVESTMENT CO. III, LLC (“Alpine”)**

<b>Name And Position</b>	<b>Present Principal Occupation Or Employment</b>
<b>Kevin Mello</b> (Citizen of Bermuda)	Manager of Alpine

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JOINT FILING AGREEMENT

Pursuant to Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, the undersigned hereby agree that only one statement containing the information required by Schedule 13D need be filed with respect to the ownership by each of the undersigned of the Common Shares, CHF 0.03 nominal value per share, of CRISPR Therapeutics AG. The undersigned also agree that all subsequent amendments to this statement on Schedule 13D may be filed on behalf of each of the undersigned without the necessity of filing additional joint filing agreements.

EXECUTED this 28th day of October, 2016.

CELGENE ALPINE INVESTMENT CO. III, LLC

Date: October 28, 2016

By: /s/ Kevin Mello  
Kevin Mello  
Manager

CELGENE CORPORATION

Date: October 28, 2016

By: /s/ Thomas M. Perone  
Thomas M. Perone  
Assistant Secretary

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## [LOCKUP AGREEMENT]

Celgene Alpine Investment Co. III, LLC  
Kevin Mello  
30 Woodbourne Ave.,  
Pembroke, Bermuda HM 09

CRISPR Therapeutics AG  
Public Offering of Common Shares

May 11, 2016

Citigroup Global Markets Inc.  
Piper Jaffray & Co.  
As Representatives of the several Underwriters,

c/o Citigroup Global Markets Inc.  
388 Greenwich Street  
New York, New York 10013

Ladies and Gentlemen:

This letter is being delivered to you in connection with the proposed underwriting agreement (the "Underwriting Agreement"), among CRISPR Therapeutics AG, a stock corporation (*Aktiengesellschaft*) incorporated under the laws of Switzerland (the "Issuer"), and each of you as representatives of a group of underwriters named therein (the "Underwriters"), relating to an underwritten public offering of common shares, nominal value CHF 0.10 per share (the "Common Shares"), of the Issuer (the "Offering").

In order to induce you and the other Underwriters to enter into the Underwriting Agreement, the undersigned will not, without the prior written consent of Citigroup Global Markets Inc. and Piper Jaffray & Co. (together, the "Representatives"), offer, sell, contract to sell, pledge or otherwise dispose of, (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the undersigned or any affiliate of the undersigned or any person in privity with the undersigned or any affiliate of the undersigned), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Securities and Exchange Commission (the "SEC") in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations of the SEC promulgated thereunder with respect to, any shares of capital stock of the Issuer or any securities convertible into, or exercisable or exchangeable for such capital stock, or publicly announce an intention to effect any such transaction, for a period commencing on the date hereof and continuing through 180 days after the date of the Underwriting Agreement (the "Lockup Period"), other than:

- (i) sales of Common Shares by the undersigned to the Underwriters pursuant to the Underwriting Agreement;
  - (ii) transactions relating to Common Shares or other securities convertible or exercisable into Common Shares acquired in open market transactions after the completion of the Offering;
  - (iii) transfers of shares of capital stock of the Issuer or any securities convertible into, or exercisable or exchangeable for, such capital stock as a bona fide gift;
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(iv) exercise of options or warrants to purchase Common Shares or the receipt of Common Shares upon the vesting of restricted Common Share awards and any related transfer of Common Shares to the Issuer in connection therewith (x) deemed to occur upon the “cashless” or “net” exercise of such options or warrants or (y) for the purpose of paying the exercise price of such options or warrants or for paying taxes due as a result of the exercise of such options or warrants, the vesting of such options, warrants or Common Share awards, or as a result of the vesting of such Common Shares, it being understood that all Common Shares received upon such exercise, vesting or transfer will remain subject to the restrictions of this agreement during the Lock-Up Period;

(v) transfers or dispositions of shares of capital stock of the Issuer or any securities convertible into, or exercisable or exchangeable for, such capital stock to the spouse, domestic partner, parent, child or grandchild or first cousin of the undersigned (each, an “Immediate Family Member”) or to a trust formed for the direct or indirect benefit of the undersigned or an Immediate Family Member;

(vi) transfers or dispositions of shares of capital stock of the Issuer or any securities convertible into, or exercisable or exchangeable for, such capital stock by will, other testamentary document or intestate succession to the legal representative, heir, beneficiary or trustee of the undersigned;

(vii) transfers or dispositions of shares of capital stock of the Issuer or any securities convertible into, or exercisable or exchangeable for, such capital stock pursuant to a divorce settlement agreement or decree or a qualified domestic relations order as defined in the United States Employee Retirement Income Security Act of 1974, as amended, or similar foreign laws;

(viii) transfers or dispositions of shares of capital stock of the Issuer or any securities convertible into, or exercisable or exchangeable for, such capital stock to any affiliate (as such term is defined in Rule 405 of the Securities Act of 1933, as amended), limited partners, general partners, limited liability company members or shareholders of the undersigned, or if the undersigned is a corporation to any wholly owned subsidiary of such corporation;

(ix) the establishment of a trading plan pursuant to Rule 10b-5-1 under the Exchange Act for the transfer of Common Shares or securities convertible into or exchangeable for Common Shares, *provided* that such plan does not provide for the transfer of Common Shares during the Lock-Up Period; and

(x) transfers of Common Shares to the Issuer pursuant to agreements under which the Issuer has the option to repurchase such Common Shares upon termination of the undersigned's employment with the Issuer, *provided* that the repurchase price for any such Common Shares shall not exceed the original purchase price paid by the undersigned to the Issuer for such Common Shares;

*provided* that in each case (other than (i)), no filing by any party under Section 13 or Section 16(a) of the Exchange Act or other public announcement shall be required or voluntarily made by the undersigned or the recipient during the Lock-Up Period; *provided further* that, in the case of any transfer or distribution pursuant to clauses (iii), (v), (vi), (vii) and (viii), (a) the recipient agrees to be bound in writing by the same restrictions set forth herein for the duration of the Lock-Up Period and (b) any such transfer shall not involve a disposition for value. Notwithstanding the foregoing, the undersigned may make transfers described in clauses (iii) or (v) above prior to the date that is ten days following the initial public filing with the SEC of the registration statement relating to the Offering, *provided* that (a) the recipient agrees to be bound in writing by

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the same restrictions set forth herein for the duration of the Lock-Up Period and (b) any such transfer shall not involve a disposition for value.

If the undersigned is an officer or director of the Issuer, the undersigned further agrees that the foregoing restrictions shall be equally applicable to any issuer-directed Common Shares the undersigned may purchase in the Offering.

If the undersigned is an officer or director of the Issuer, (i) the Representatives agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Common Shares, the Representatives will notify the Issuer of the impending release or waiver, and (ii) the Issuer has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Representatives hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

The restrictions contained herein shall not apply to any transfers, sales, tenders or other dispositions of Common Shares or any security convertible into or exercisable or exchangeable for Common Shares pursuant to a bona fide third-party tender offer, merger, amalgamation, consolidation or other similar transaction made to or involving all holders of the Common Shares or such other securities pursuant to a change of control of the ownership of the Issuer provided that such transaction is approved by the Issuer's Board of Directors (including, without limitation, the entry into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of Common Shares or other such securities in favor of any such transaction); *provided* that, if such tender offer, merger, amalgamation, consolidation or other similar transaction is not completed, any Common Shares or any security convertible into or exercisable or exchangeable for Common Shares subject to this letter agreement shall remain subject to the restrictions contained in this letter agreement.

For purposes of this letter agreement, "change of control" shall mean the consummation of any bona fide third party tender offer, merger, amalgamation, consolidation or other similar transaction the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, other than the Issuer, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of 50% of the total voting power of the voting stock of the Issuer.

This agreement shall automatically terminate and the undersigned shall be released from all obligations under this letter upon the earliest to occur, if any, of (i) the Issuer, on the one hand, or the Representatives, on the other hand, advising the other in writing, prior to the execution of the Underwriting Agreement, that they have determined not to proceed with the Offering, (ii) the Underwriting Agreement being terminated prior to the First Closing Date (as defined in the Underwriting Agreement), (iii) the registration statement filed with the SEC with respect to the Offering being withdrawn and (iv) December 29, 2016, if the Offering has not been completed by such date.

*[Remainder of Page Intentionally Left Blank]*

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Yours very truly,

By: /s/ Kevin Mello  
Kevin Mello, Manager

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