

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

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No.)***

uniQure N.V.

(Name of Issuer)

Ordinary Shares, €0.05 par value per share

(Title of Class of Securities)

N90064 101

(CUSIP Number)

**Frank Ochsenfeld
Coller Capital Limited
33 Cavendish Square
London
W1G 0TT
United Kingdom
+44 (0) 20 7079 9401**

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

February 10, 2014

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-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 §240.13d-7 for other parties to whom copies are to be sent.

* 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).

CUSIP No. N90064 101

1. Name of Reporting Persons
Coller Investment Management Limited

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) ☐

(b) ☐

3. SEC Use Only

4. Source of Funds (See Instructions)
WC (see Item 3)

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐

6. Citizenship or Place of Organization
Guernsey, Channel Islands

7. Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

8. Shared Voting Power
2,118,520 (1) (see Item 5)

9. Sole Dispositive Power
0

10. Shared Dispositive Power
2,118,520 (1) (see Item 5)

11. Aggregate Amount Beneficially Owned by Each Reporting Person
2,118,520 (1) (see Item 5)

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☒

13. Percent of Class Represented by Amount in Row (11)
11.97%(2)

14. Type of Reporting Person (See Instructions)
CO

(1) Includes warrants to purchase 99,009 Ordinary Shares that are currently exercisable.

(2) The calculation of this percentage (a) includes 17,594,906 Ordinary Shares outstanding after the closing of the Issuer's initial public offering on February 10, 2014, as set forth in the Issuer's prospectus dated February 5, 2014, filed with the Securities and Exchange Commission (the "Commission") on February 6, 2014 (the "Prospectus"), (b) assumes the exercise of warrants held by CIPVA to purchase 99,009 Ordinary Shares and (c) excludes an aggregate of 4,393,523 Ordinary Shares held by entities affiliated with Forbion Capital (see Item 2).

CUSIP No. N90064 101

1. Name of Reporting Persons
Coller International General Partner V, L.P.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) ☐

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)
WC (see Item 3)

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o

6. Citizenship or Place of Organization
Cayman Islands

7. Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

8. Shared Voting Power
2,118,520 (1) (see Item 5)

9. Sole Dispositive Power
0

10. Shared Dispositive Power
2,118,520 (1) (see Item 5)

11. Aggregate Amount Beneficially Owned by Each Reporting Person
2,118,520 (1) (see Item 5)

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) x

13. Percent of Class Represented by Amount in Row (11)
11.97%(2)

14. Type of Reporting Person (See Instructions)
PN

(1) Includes warrants to purchase 99,009 Ordinary Shares that are currently exercisable.

(2) The calculation of this percentage (a) includes 17,594,906 Ordinary Shares outstanding after the closing of the Issuer's initial public offering on February 10, 2014, as set forth in the Prospectus, (b) assumes the exercise of warrants held by CIPVA to purchase 99,009 Ordinary Shares and (c) excludes an aggregate of 4,393,523 Ordinary Shares held by entities affiliated with Forbion Capital (see Item 2).

1. Name of Reporting Persons
Coller International Partners V-A, L.P.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) ☐

(b) ☐

3. SEC Use Only

4. Source of Funds (See Instructions)
WC (see Item 3)

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐

6. Citizenship or Place of Organization
Cayman Islands

7. Sole Voting Power
☐

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

8. Shared Voting Power
2,118,520 (1) (see Item 5)

9. Sole Dispositive Power
☐

10. Shared Dispositive Power
2,118,520 (1) (see Item 5)

11. Aggregate Amount Beneficially Owned by Each Reporting Person
2,118,520 (1)

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☒

13. Percent of Class Represented by Amount in Row (11)
11.97%(2)

14. Type of Reporting Person (See Instructions)
PN

(1) Includes warrants to purchase 99,009 Ordinary Shares that are currently exercisable.

(2) The calculation of this percentage (a) includes 17,594,906 Ordinary Shares outstanding after the closing of the Issuer's initial public offering on February 10, 2014, as set forth in the Prospectus, (b) assumes the exercise of warrants held by CIPVA to purchase 99,009 Ordinary Shares and (c) excludes an aggregate of 4,393,523 Ordinary Shares held by entities affiliated with Forbion Capital (see Item 2).

Item 1. Security and Issuer.

This Schedule 13D (this "Schedule 13D") relates to the ordinary shares, par value €0.05 per share (the "Ordinary Shares"), of uniQure N.V. (the "Issuer"). The Issuer's registered office is located at Meibergdreef 61, Amsterdam 1105 BA, the Netherlands.

Item 2. Identity and Background

This Schedule 13D is being filed jointly by Collier Investment Management Limited, a private limited company duly incorporated and existing under the laws of Guernsey, Channel Islands ("CIM"), Collier International General Partner V, L.P., an exempted limited partnership duly formed and existing under the laws of the Cayman Islands ("CIGPV") and Collier International Partners V-A, L.P., an exempted limited partnership duly formed and existing under the laws of the Cayman Islands ("CIPVA" and, together with CIM and CIGPV, the "Reporting Persons").

CIM is the general partner of CIGPV, which is the general partner of CIPVA, which directly holds 2,019,511 Ordinary Shares and warrants currently exercisable into 99,009 Ordinary Shares. Pursuant to Rule 13d-3 under the Act, the Reporting Persons may be deemed to beneficially own 2,118,520 Ordinary Shares. In addition, this Schedule 13D excludes an aggregate of 4,393,523 Ordinary Shares held by entities affiliated with Forbion Capital, which Ordinary Shares were deemed to be beneficially owned by CIPVA within the meaning of Item 7 of Form 20-F for purposes of the disclosure contained in the "Principal Shareholders" section of the Prospectus. The Reporting Persons do not have voting or investment power over such Ordinary Shares and therefore do not beneficially own such Ordinary Shares within the meaning of Rule 13d-3. The filing of this Schedule 13D shall not be construed as an admission that the Reporting Persons are the beneficial owners of any such Ordinary Shares.

The address of the principal place of business for each of the Reporting Persons is c/o Collier Investment Management Limited, P.O. Box 255, Trafalgar Court, Les Banques, St. Peter Port, Guernsey, Channel Islands GY1 3QL.

The principal business of CIM includes serving as the ultimate general partner of CIPVA. The principal business of CIGPV includes serving as the general partner of CIPVA. The principal business of CIPVA is achieving long-term capital appreciation through investing primarily, either directly or indirectly, in privately negotiated investments acquired in the secondary market. CIPVA also makes select investments in private placements in public or private companies and direct purchases of shares in public companies.

The name, residence or business address, and present principal occupation or employment of each director, executive officer and controlling person of CIM are listed on Schedule I.

During the last five years, none of the Reporting Persons (or, to the knowledge of the Reporting Persons, any of the persons listed on Schedule I) has been convicted in any criminal proceeding.

During the last five years, none of the Reporting Persons (or, to the knowledge of the Reporting Persons, any of the persons listed on Schedule I) has been 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.

The agreement among the Reporting Persons relating to the joint filing of this Schedule 13D is attached as Exhibit 1 hereto.

Item 3. Source and Amount of Funds or Other Consideration

In July 2013, CIPVA acquired 990,099 Ordinary Shares on the conversion of convertible notes issued by the Issuer. CIPVA purchased the convertible notes at a price per note of €9.18 (\$12.60) for an aggregate purchase price of approximately €9.09 million (\$12.48 million).

In conjunction with the Issuer's initial public offering on February 10, 2014, CIPVA acquired 1,029,412 Ordinary Shares. CIPVA acquired these shares with working capital at the initial public offering price of \$17.00 per share for an aggregate purchase price of approximately \$17.5 million.

Item 4. Purpose of Transaction

The information set forth or incorporated in Items 2 and 3 is incorporated by reference in its entirety into this Item 4.

The Ordinary Shares reported herein were acquired solely for investment purposes. The Reporting Persons do not have any present plans or proposals that relate to or would result in any change in the business, policies, management, structure or capitalization of the Issuer. The Reporting Persons reserve the right for CIPVA to acquire, or dispose of, additional securities of the Issuer in the ordinary course of CIPVA's business, to the extent deemed advisable in light of CIPVA's general investment and trading policies, market conditions or other factors. The Reporting Persons' may engage in discussions from time to time with other shareholders of the Issuer regarding the acquisition by CIPVA of Ordinary Shares or other securities of the Issuer held by such shareholders.

Except as set forth above, none of the Reporting Persons has formulated any plans or proposals which relate to or would result in: (a) the acquisition by any person of additional securities of the Issuer or the disposition of securities of the Issuer; (b) an extraordinary corporate transaction involving the Issuer or any of its subsidiaries; (c) a sale or transfer of a material amount of the assets of the Issuer or any of its subsidiaries; (d) any change in the present board of directors or management of the Issuer; (e) any material change in the present capitalization or dividend policy of the Issuer; (f) any other material change in the Issuer's business or corporate structure; (g) any changes in the Issuer's charter, bylaws or other instrument corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person; (h) causing a class of the Issuer's securities 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 the Issuer

becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or (j) any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer

The information contained in rows 7, 8, 9, 10, 11 and 13 on each of the cover pages of this Schedule 13D and the information set forth or incorporated in Items 4 and 6 is incorporated by reference in its entirety into this Item 5.

(a) — (b) The following disclosure (i) assumes that there are 17,594,906 Ordinary Shares outstanding after the closing of the Issuer's initial public offering on February 10, 2014, as set forth in the Prospectus, (ii) assumes the exercise of warrants held by CIPVA to purchase 99,009 Ordinary Shares and (iii) excludes an aggregate of 4,393,523 Ordinary Shares held by entities affiliated with Forbion Capital (see Item 2).

Pursuant to Rule 13d-3 under the Act, the Reporting Persons may be deemed to beneficially own 2,118,520 Ordinary Shares (including 99,009 Ordinary Shares underlying warrants that are currently exercisable), which constitute 11.97% of the Ordinary Shares.

(c) None of the Reporting Persons nor, to the best knowledge of the Reporting Persons, without independent verification, any person named in Item 2 or Schedule I hereof, has effected any transactions in the Ordinary Shares in the past 60 days except as described in Item 3 of this Schedule 13D.

(d) To the best knowledge of the Reporting Persons, no person other than the Reporting Persons has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Ordinary Shares beneficially owned by the Reporting Persons.

(e) Not applicable.

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

The information set forth or incorporated in Item 5 is incorporated by reference in its entirety into this Item 6.

Lock-up Agreement

CIPVA agreed with the underwriters for the Issuer's initial public offering, subject to certain exceptions, not to offer, sell, contract to sell, pledge or otherwise dispose of or hedge any of the Ordinary Shares beneficially owned by the Reporting Persons, or securities convertible into or exchangeable for Ordinary Shares, during the period ending 180 days after the date of the Prospectus, except with the prior written consent of Jefferies LLC and Leerink Partners LLC.

The foregoing description of the Lock-up Agreement is intended as a summary only and is qualified in its entirety by reference to the Form of Lock-up Agreement, which is filed as Exhibit 2 to this Schedule 13D and incorporated by reference herein.

Other than as described in this Schedule 13D, to the knowledge of the Reporting Persons, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) between the persons named in Item 2 or Schedule I hereof and any other person with respect to any securities of the Issuer.

Item 7. Material to be Filed as Exhibits

99.1. Agreement of Joint Filing, as required by Rule 13d-1(k)(1) under the Act, dated as of February 20, 2014, by and among Collier Investment Management Limited, Collier International General Partner V, L.P. and Collier International Partners V-A, L.P.

99.2. Form of Lock-up Agreement.

Signatures

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

By: /s/ Paul McDonald
Name: Paul McDonald
Title: Director

COLLER INTERNATIONAL GENERAL PARTNER V, L.P.
By: **COLLER INVESTMENT MANAGEMENT LIMITED**, its general partner

By: /s/ Paul McDonald
Name: Paul McDonald
Title: Director

COLLER INTERNATIONAL PARTNERS V-A, L.P.
By: **COLLER INTERNATIONAL GENERAL PARTNER V, L.P.**, its general partner
By: **COLLER INVESTMENT MANAGEMENT LIMITED**, its general partner

By: /s/ Paul McDonald
Name: Paul McDonald
Title: Director

Exhibit Index

- 99.1. Agreement of Joint Filing, as required by Rule 13d-1(k)(1) under the Act, dated as of February 20, 2014, by and among Collier Investment Management Limited, Collier International General Partner V, L.P. and Collier International Partners V-A, L.P.
- 99.2. Form of Lock-up Agreement.

Schedule I

All addresses are c/o Collier Investment Management Limited, P.O. Box 255, Trafalgar Court, Les Banques, St. Peter Port, Guernsey, Channel Islands GY1 3QL.

Name	Title
Jeremy Joseph Collier	Director
Cyril Joseph Mahon	Director
Peter Michael Hutton	Director
Paul McDonald	Director
Andrew Thane Maden Hitchon	Director
Roger Alan Le Tissier	Director
John Charlton Loveless	Director

AGREEMENT OF JOINT FILING

This joint filing agreement (this “**Agreement**”) is made and entered into as of this 20th day of February 2014, by and among Collier Investment Management Limited, Collier International General Partner V, L.P. and Collier International Partners V-A, L.P.

The parties to this Agreement hereby agree to prepare jointly and file timely (and otherwise to deliver as appropriate) all filings on any Schedule 13D or Schedule 13G, and any and all amendments thereto and any other document relating thereto (collectively, the “**Filings**”) required to be filed by them pursuant to the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). Each party to this Agreement further agrees and covenants to the other parties that it will fully cooperate with such other parties in the preparation and timely filing (and other delivery) of all such Filings.

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

COLLER INVESTMENT MANAGEMENT LIMITED

By: /s/ Paul McDonald
Name: Paul McDonald
Title: Director

COLLER INTERNATIONAL GENERAL PARTNER V, L.P.

By: **COLLER INVESTMENT MANAGEMENT LIMITED**, its general partner

By: /s/ Paul McDonald
Name: Paul McDonald
Title: Director

COLLER INTERNATIONAL PARTNERS V-A, L.P.

By: **COLLER INTERNATIONAL GENERAL PARTNER V, L.P.**, its general partner

By: **COLLER INVESTMENT MANAGEMENT LIMITED**, its general partner

By: /s/ Paul McDonald
Name: Paul McDonald
Title: Director

Form of Lock-up Agreement

[Date]

Jefferies LLC
 Leerink Partners LLC
 As Representatives of the Several Underwriters

c/o Jefferies LLC
 520 Madison Avenue
 New York, New York 10022

and

c/o Leerink Partners LLC
 299 Park Avenue, 21st Floor
 New York, NY 10171

RE: uniQure B.V.(1) (the “**Company**”)

Ladies & Gentlemen:

The undersigned is an owner of ordinary shares in the capital of the Company, nominal value EUR 0.01 per share (“**Shares**”), or of securities convertible into or exchangeable or exercisable for Shares. The Company proposes to conduct a public offering of Shares (the “**Offering**”) for which Jefferies LLC (“**Jefferies**”) and Leerink Partners LLC (“**Leerink**”) will act as the representatives of the underwriters. The undersigned recognizes that the Offering will benefit each of the Company and the undersigned. The undersigned acknowledges that the underwriters are relying on the representations and agreements of the undersigned contained in this letter agreement in conducting the Offering and, at a subsequent date, in entering into an underwriting agreement (the “**Underwriting Agreement**”) and other underwriting arrangements with the Company with respect to the Offering.

Annex A sets forth definitions for capitalized terms used in this letter agreement that are not defined in the body of this agreement. Those definitions are a part of this agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that, during the Lock-up Period, the undersigned will not (and will cause any Family Member not to), without the prior written consent of Jefferies and Leerink, which may withhold their consent in their sole discretion:

- Sell or Offer to Sell any Shares or Related Securities currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under the Exchange Act) by the undersigned or such Family Member,
- enter into any Swap,
- make any demand for, or exercise any right with respect to, the registration under the Securities Act of the offer and sale of any Shares or Related Securities, or cause to be filed a registration statement, prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration, or

(1) Reference to uniQure B.V. refers to uniQure N.V., after giving effect to the conversion of uniQure B.V. into uniQure N.V., which is expected to occur immediately prior to the consummation of the Offering (as defined below).

-
- publicly announce any intention to do any of the foregoing.

The foregoing will not apply to the registration of the offer and sale of the Shares, and the sale of the Shares to the underwriters, in each case as contemplated by the Underwriting Agreement. In addition, the foregoing restrictions shall not apply to (a) the transfer of Shares or Related Securities by gift, or by will or intestate succession to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member, (b) bona fide gifts, (c) distributions of Shares or Related Securities to partners, members or stockholders of the undersigned, (d) the entry into any trading plan established pursuant to Rule 10b5-1 of the Exchange Act, provided that no sales or other dispositions may occur under such plan during the Lock-up Period, or (e) transactions relating to Shares acquired in open market transactions after the completion of the Offering; *provided, however*, that in any such case, it shall be a condition to such transfer or action that:

- each transferee executes and delivers to Jefferies and Leerink an agreement in form and substance satisfactory to Jefferies and Leerink stating that such transferee is receiving and holding such Shares and/or Related Securities subject to the provisions of this letter agreement and agrees not to Sell or Offer to Sell such Shares and/or Related Securities, engage in any Swap or engage in any other activities restricted under this letter agreement except in accordance with this letter agreement (as if such transferee had been an original signatory hereto), and
- prior to the expiration of the Lock-up Period, no public disclosure or filing under the Exchange Act by any party to the transfer (donor, donee, transferor or transferee) shall be required, or made voluntarily, reporting a reduction in beneficial ownership of Shares or Related Securities in connection with such transfer.

If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any Company-directed Shares the undersigned may purchase or otherwise receive in the Offering (including pursuant to a directed share program).

In addition, if the undersigned is an officer or director of the Company, (i) Jefferies and Leerink 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 Shares, Jefferies and Leerink will notify the Company of such release or waiver, and (ii) the Company (in accordance with the provisions of the Underwriting Agreement) will 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 Jefferies and Leerink 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 both (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 agreement that are applicable to the transferor to the extent and for the duration that such terms remain in effect at the time of the transfer.

The undersigned also agrees and consents to the entry of stop transfer instructions with the Company’s transfer agent and registrar against the transfer of Shares and/or Related Securities held by the undersigned and the undersigned’s Family Members, if any, except in compliance with the foregoing restrictions.

With respect to the Offering only, the undersigned waives any registration rights relating to registration under the Securities Act of the offer and sale of any Shares and/or any Related Securities owned either of record or beneficially by the undersigned, including any rights to receive notice of the Offering.

The undersigned confirms that the undersigned has not, and has no knowledge that any Family Member has, directly or indirectly, taken any action designed to or that might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale of the Shares. The undersigned will not, and will cause any Family Member not to take, directly or indirectly, any such action.

Whether or not the Offering occurs as currently contemplated or at all depends on market conditions and other factors. The Offering will only be made pursuant to the Underwriting Agreement, the terms of which are subject to negotiation between the Company and the underwriters.

This letter agreement shall automatically terminate and be of no further effect upon the earliest to occur, if any, of (i) either Jefferies and Leerink, on behalf of the underwriters, or the Company, advising the other party in writing, prior to the execution of the Underwriting Agreement, that it has determined not to proceed with the Offering, (ii) the termination of the Underwriting Agreement before the sale of Shares to the underwriters, (iii) the registration statement filed with the Securities and Exchange Commission with respect to the Offering is withdrawn, and (iv) June 30, 2014, in the event that the Underwriting Agreement has not been executed by such date.

The undersigned hereby represents and warrants that the undersigned has full power, capacity and authority to enter into this letter agreement. This letter agreement is irrevocable and will be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Signature

Printed Name of Person Signing

(Indicate capacity of person signing if signing as custodian or trustee, or on behalf of an entity)
