

---

---

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

---

**FORM 8-K**

---

**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): November 13, 2017**

---

**INC RESEARCH HOLDINGS, INC.**

(Exact name of registrant as specified in its charter)

---

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-36730**  
(Commission  
File Number)

**27-3403111**  
(IRS Employer  
Identification No.)

**3201 Beechleaf Court, Suite 600**  
**Raleigh, North Carolina**  
(Address of principal executive offices)

**27604-1547**  
(Zip Code)

**Registrant's telephone number, including area code: (919) 876-9300**

---

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act of 1933 (the "Securities Act") (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Securities Exchange Act of 1934 (the "Exchange Act") (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act (§230.405 of this chapter) or Rule 12b-2 of the Exchange Act (§240.12b-2 of this chapter).

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 Act.

---

---

---

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

***(e) Letter Agreement with Michael Gibertini, PhD***

On November 13, 2017, INC Research Holdings, Inc., a Delaware corporation (the “Company”), entered into a letter agreement with Michael Gibertini, PhD, President, Clinical Development, Therapeutic Business Units of the Company (the “Letter Agreement”). As part of his transition from Chief Operating Officer to his current role as President, Clinical Development, Therapeutic Business Units of the Company, the Company agreed to vest his outstanding equity awards and pay a portion of his severance, equal to \$1,242,000 (which is the sum of his base salary plus two times his target bonus). Mr. Gibertini retains the right to receive the balance of his severance entitlement, equal to 12 months of salary continuation and up to 18 months of health care coverage continuation upon a subsequent termination of employment for any reason other than for “Cause”.

The foregoing summary of the Letter Agreement is qualified in its entirety by reference to the agreement itself, which is attached to this Current Report as Exhibit 10.1 and which is incorporated by reference in its entirety into this Item 5.02.

---

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits**

**Exhibit  
No.**

**Description**

10.1 [Letter Agreement, dated November 13, 2017, between INC Research Holdings, Inc. and Michael Gibertini, PhD.](#)

---

**SIGNATURE**

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

**INC RESEARCH HOLDINGS, INC.**

Date: November 17, 2017

By: /s/ Christopher L. Gaenzle

Name: Christopher L. Gaenzle

Title: Chief Administrative Officer, General  
Counsel and Secretary



November 13, 2017

VIA EMAIL

Michael Gibertini, PhD  
1502 Travis Heights Blvd  
Austin, Texas 78704

Dear Michael,

In appreciation for your continuing service to INC Research/inVentiv Health (the “Company”) as its President, Clinical Development, Therapeutic Business Units, we are pleased to enter into this letter agreement with you which amends the terms of your Executive Employment Agreement with INC Research (“INC”) effective July 31, 2014 (your “Employment Agreement”) and the terms of your participation in the INC Executive Severance Plan (the “ESP”). Except as set forth below, all terms and conditions of your Employment Agreement will continue as is (including salary and bonus). Terms not defined herein will have the meanings set forth in your Employment Agreement.

- **Payment of ESP Severance.** You will receive a lump sum cash payment equal to \$1,242,000, subject to applicable tax withholdings and your execution of a release of claims (attached hereto as Exhibit A), payable as soon as administratively practicable following the effective date of your release and in any event, no later than 15 calendar days following the effective date of your release. This payment is in full satisfaction of any benefits to which you may be entitled to under the ESP and you relinquish all rights and claims to any benefits to which you may become entitled to under the ESP, including upon any future termination of employment, and you will immediately cease to participate in the ESP.
- **Employment Agreement Severance Entitlement.** Notwithstanding anything to the contrary in your Employment Agreement, upon a subsequent termination of your employment for any reason other than for “Cause,” you will be entitled to receive (a) \$540,000 in cash severance, paid in approximately equal installments in accordance with the Company’s ordinary payroll procedures over the 12-month period after your date of termination and (b) payment of or reimbursement for COBRA health continuation coverage premiums until the end of the 18-month period after your date of termination (or such earlier date that you become eligible to participate in another employer’s group health insurance coverage), each of (a) and (b) subject to the terms and conditions of your Employment Agreement, including your execution and subsequent non-revocation of a release agreement pursuant to Section 6(e) thereof. The payments described in this paragraph supersede and replace any severance rights you may have or may become entitled to under Sections 6(b) or (g) of your Employment Agreement (other than the Accrued Payments).



- **Vesting of Outstanding Equity Awards.** Upon the effective date of your release described in Section 1 above, all of your INC stock options and restricted stock units outstanding as of the date of this letter will immediately vest. Your INC stock options will remain exercisable and your INC restricted stock units will be settled as soon as administratively practicable following the effective date of your release.

We look forward to your acceptance of this letter agreement, which you can indicate by promptly signing, dating and returning a copy of this letter agreement to me.

Sincerely,

INC Research/inVentiv Health

/s/ Chris Gaenzle

Chris Gaenzle

Chief Administrative Officer & General Counsel

Accepted and Agreed:

/s/ Michael Gibertini

Michael Gibertini

November 13, 2017

Date