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

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): January 3, 2018**

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**INC RESEARCH HOLDINGS, INC.**

(Exact name of registrant as specified in its charter)

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**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**

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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.

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**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 Gregory S. Rush***

On January 3, 2018, INC Research Holdings, Inc., a Delaware corporation (the "Company"), entered into a letter agreement (the "Letter Agreement") with Gregory S. Rush, Executive Vice President and Chief Financial Officer of the Company, pursuant to which Mr. Rush will continue to serve in that role with the Company until April 30, 2018, at which time he will step down and cease to be an executive officer and employee of the Company.

As part of his transition, Mr. Rush will receive a one-time cash transition bonus equal to \$400,000, payable \$250,000 on the date 2017 annual bonuses are paid and \$150,000 promptly after April 30, 2018, subject to execution of a release of claims. Mr. Rush's non-competition covenant, pursuant to his employment agreement with the Company, dated August 5, 2013, will be deemed to run from February 16, 2018.

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.

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**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits**

Exhibit No.

Description

10.1

[Letter Agreement, dated January 3, 2018, between INC Research Holdings, Inc. and Gregory S. Rush.](#)

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**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: January 3, 2018

By: /s/ Christopher L. Gaenzle

Name: Christopher L. Gaenzle

Title: Chief Administrative Officer, General  
Counsel and Secretary

January 3, 2018

Gregory S. Rush  
[To the address most recently on file with INC.]

Dear Greg,

As previously discussed, and in recognition of your service and contributions to INC Research Holdings, Inc. (“INC”), this letter agreement outlines the terms of your transition and separation from employment with INC. Accordingly, this letter agreement amends the terms of your Executive Employment Agreement with INC Research, LLC dated August 5, 2013 (the “Employment Agreement”). Except as set forth below, all terms and conditions of your Employment Agreement will continue as is. Terms not defined herein will have the meanings set forth in your Employment Agreement.

1. **Transition.** Your resignation as Executive Vice President and Chief Financial Officer of INC will be effective on April 30, 2018, and you will cease to be an executive officer and employee of INC on that date. Until that date, you will continue to serve in your current role and will execute INC’s Form 10-K in February 2018, including any customary certifications, facilitate a robust search for a new or interim CFO and provide such transition assistance as requested by INC, help with the ERP switchover for inVentiv, help with new revenue stream adoption, help with the 2018 SOX adoption for inVentiv and coordinate with INC any press releases prior to April 30, 2018 with respect to any new employment. You also agree that you will not have “Good Reason” to resign at any time.
2. **Compensation.** For the remainder of your employment with INC, but no later than April 30, 2018, you will continue to receive a salary at your current level and your 2017 Management Incentive Plan (“MIP”) bonus will be paid in the ordinary course and at such time that bonuses are normally paid based on actual performance for 2017 (but not later than March 15, 2018). Any long term incentive awards that would vest in the ordinary course on or before April 30, 2018 will vest in accordance with the terms of the parties’ prior agreements. You agree that you will not be eligible to receive a 2018 MIP bonus (or other annual cash incentive bonus) or any long-term incentive award other than as expressly set forth herein. All payments specified in this paragraph shall be paid, and all long term incentive awards that would vest in the ordinary course on or before April 30, 2018 shall vest, regardless of whether your employment continues until April 30, 2018, unless your employment is terminated for Cause as defined in the Employment Agreement or you resign voluntarily before April 30, 2018.
3. **Transition Bonus.** In consideration for your agreement to remain employed pursuant to paragraph 1 above, we will pay you a cash transition bonus equal to \$400,000, payable \$250,000 at the time your 2017 MIP bonus is paid (but not later than March 15, 2018) and \$150,000 promptly after April 30, 2018, in each case, subject to your timely execution of a release of claims in the form attached to your Employment Agreement. You agree that you will not under any circumstances be entitled to any severance or similar payments or benefits other than as described in this paragraph and all of your unvested equity awards (including the August 2017 Founder’s grant) that are outstanding on the later of the date of your separation from employment or April 30, 2018 will forfeit and be cancelled at such time, and

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your previously vested options will be exercisable pursuant to their terms. All payments specified in this paragraph shall be paid, and all equity awards that would vest in the ordinary course on or before April 30, 2018 shall vest, regardless of whether your employment continues until April 30, 2018, unless your employment is terminated for Cause as defined in the Employment Agreement or you resign voluntarily before April 30, 2018.

4. **Restrictive Covenants.** After your separation of employment with INC, you will continue to be subject to the restrictive covenants included in your Employment Agreement, however, the six-month non-competition covenant in Section 11 will be deemed to run from February 16, 2018.

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.

Very truly yours,

INC: /s/ Christopher L. Gaenzle  
Christopher L. Gaenzle  
Chief Administrative Officer and  
General Counsel

Accepted and Agreed:

/s/ Gregory S. Rush  
Gregory S. Rush

January 3, 2018  
Date