
**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): December 1, 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.

On December 1, 2017, Michael A. Bell ceased to be the President, Commercial Division of INC Research Holdings, Inc., a Delaware corporation (the "Company"), but will continue to serve the Commercial Division in a non-executive employee role for a four month transition period and will continue to serve as Chairman of the Board of Directors of the Company.

The foregoing is qualified in its entirety by reference to the letter agreement entered into between the Company and Michael A. Bell on December 5, 2017, 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

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Letter Agreement, dated December 5, 2017, between INC Research Holdings, Inc. and Michael A. Bell.</u>

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: December 7, 2017

By: /s/ Christopher L. Gaenzle

Name: Christopher L. Gaenzle

Title: Chief Administrative Officer, General Counsel
and Secretary

December 5, 2017

Michael A. Bell
c/o inVentiv Health, Inc.
400 Atlantic Ave.
Boston, MA 02210

Dear Mike,

As previously discussed, and in recognition of your service and contributions to INC Research Holdings, Inc. ("INC"), we are pleased to enter into this letter agreement which outlines the terms of your transition. Accordingly, this letter agreement amends the terms of your Amended and Restated Employment, Severance and Non-Competition Agreement with inVentiv dated November 15, 2016, as amended May 10, 2017 (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. **Your New Role.** On December 1, 2017, you ceased to be the President, Commercial Division and an executive officer of INC. At such time, and during the period from December 1, 2017 through April 1, 2018 (the "Transition Period") you agree to serve as an employee in a non-executive role with INC's Commercial Division and will provide transition assistance to INC and the incoming head of the Commercial Division. You agree that you will not have "Good Reason" to resign during the Transition Period but we agree you will have "Good Reason" to resign beginning on April 1, 2018.

Notwithstanding Section 1 of the May 10, 2017 amendment to your Employment Agreement and Section 6.8 of the Stockholders' Agreements, dated May 10, 2017, between INC and the stockholders that are signatories thereto, you will continue to serve as a member of the INC Board of Directors (the "Board"), whether in the role of Chairman or otherwise, until the date of the 2019 annual stockholders' meeting (unless earlier due to disqualification, disability, death, retirement, resignation or removal), at which time, you will resign from the Board.

2. **Compensation.** During the Transition Period, you will continue to receive a salary at your current level and your 2017 annual cash performance bonus will be paid in the ordinary course and at such time that bonuses are normally paid. You agree that you will not be eligible to receive a 2018 annual cash performance bonus or a 2018 long-term incentive award.
3. **inVentiv Options.** The 90-day post-termination exercise period for your outstanding converted inVentiv stock options will run from the date you cease to be a member of the INC Board of Directors.

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/ Michael A. Bell

Michael A. Bell

December 5, 2017

Date