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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): December 23, 2015**

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**KORN/FERRY INTERNATIONAL**

(Exact name of registrant as specified in its charter)

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

**001-14505**  
(Commission  
File Number)

**95-2623879**  
(IRS Employer  
Identification No.)

**1900 Avenue of the Stars, Suite 2600**  
**Los Angeles, California 90067**  
(Address of principal executive offices, including zip code)

**Registrant's telephone number, including area code: (310) 552-1834**

**Not Applicable**  
(Former name or former address, if changed since last report.)

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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 (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - ☐ Soliciting material pursuant to Rule 14a-12 under 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))
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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.**

*Adoption of Synergy Incentive Program*

On December 23, 2015 Korn/Ferry International, a Delaware corporation (the “**Company**”) adopted a synergy incentive program intended to reward participants for capturing annualized cost reductions in connection with the Company’s acquisition of the Hay Group (the “**Acquisition**”) and delivering on total shareholder return. Gary Burnison, our Chief Executive Officer, and Robert Rozek, our Executive Vice President, Chief Financial Officer and Chief Corporate Officer, will participate in the program. Their awards are in the form of performance-based Restricted Share Units (“**RSUs**”) granted on December 23, 2015 under the Company’s Second Amended and Restated 2008 Stock Incentive Plan.

Vesting of the RSUs will be contingent on achievement of cost reduction goals, as described below, tested over a performance period, with an interim measurement period, and continued employment through December 1, 2018. The number of RSUs earned for the performance period and the interim measurement period will be adjusted up or down based on the Company’s total shareholder return (“**TSR**”) in relation to the designated peer group over the applicable period, as described below, in order to align management’s cost reduction actions with long-term shareholder value creation.

The performance period began on September 30, 2015, the last day of the month during which the Acquisition was announced, and it will end on April 30, 2017. There will be an interim measurement period that began on September 30, 2015 and will end on September 30, 2016. The number of shares earned will be tested separately for the performance period and the interim measurement period, but the number of shares earned for the performance period will be reduced (but not below zero) by the amount earned for the interim measurement period.

For this purpose, the cost reductions will be the annualized ongoing cost savings relating to the Acquisition that are achieved during the performance period or interim measurement period, as applicable, including cost savings from restructuring programs, optimization of benefit programs, consolidation of facilities, elimination of redundant marketing and professional expenses, reduced general and administrative expenses from conforming policies and consolidating administrative functions, and consolidation of information technology systems and data centers. In the event expenses associated with the cost saving actions in the performance period or measurement period, in the aggregate, exceed the amount of the annualized ongoing cost savings resulting from the actions in the applicable period, then the cost reductions for the applicable period will be reduced by such excess.

Mr. Burnison’s target number of shares under the RSUs will be 60,078 shares, and Mr. Rozek’s target number of shares will be 30,039 shares. The target number of shares will be earned if cost reductions for the performance period or the interim measurement period equal \$25 million and relative TSR performance is 50<sup>th</sup> percentile for the performance period or the interim measurement period, as applicable. The threshold for earning any shares is cost reductions of at least \$20 million, which would result in from 40% to 60% of target shares being earned, depending on the Company’s relative TSR performance ranking. The maximum amount of cost reductions taken into account will be \$60 million, which would result in a number of shares being earned equal to target plus from 1.67 to 3 times target, depending on the Company’s relative TSR performance ranking.

In order for any earned shares to become vested, Messrs. Burnison and Rozek will be required to remain employed by the Company through December 1, 2018. However, consistent with their employment agreements with the Company, in the event their employment is terminated by the Company without “**Cause**” or by them for “**Good Reason**” (as such terms are defined in their employment agreements), a prorated amount of the shares actually earned based on Company performance will vest. The proration will be based on their number of days of employment from the date of grant through December 1, 2018 plus 365 days. In addition, if they die or terminate due to disability, the number of the shares actually earned based on Company performance will vest.

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*Amendment to Rozek Employment Agreement*

On December 28, 2015, the Company entered into an Amendment (the “**Amendment**”) to its Employment Agreement dated as of February 6, 2012 (the “**Employment Agreement**”) with Robert Rozek, the Company’s current Executive Vice President and Chief Financial Officer. Under the Amendment, Mr. Rozek’s title is changed to Executive Vice President, Chief Financial Officer and Chief Corporate Officer, and his base salary is increased to \$575,000 per annum effective December 1, 2015. In addition, the Amendment changes the pro-rata payment or vesting of annual bonus and performance awards to Mr. Rozek in the event of termination of his employment by the Company without Cause or by him for Good Reason (as such terms are defined in the Employment Agreement) other than in connection with a change in control of the Company so that such payments and vesting are based on actual performance of the Company and not target performance. The terms of the Employment Agreement are otherwise unchanged and are as described in the proxy statement of the Company filed with the Securities and Exchange Commission in connection with its annual meeting on September 24, 2015.

A copy of the Amendment is attached as Exhibit 10.1 to this Report.

**Item 9.01. Financial Statements and Exhibits.**

(d) List of Exhibits

| <u>Exhibit<br/>No.</u> | <u>Description</u>   |
|------------------------|--|
| Exhibit 10.1           | Amendment to Employment Agreement dated December 28, 2015 between the Company and Robert Rozek |

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**SIGNATURES**

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.

**KORN/FERRY INTERNATIONAL**  
(Registrant)

Date: December 28, 2015

/s/ Robert Rozek

(Signature)

Name: Robert Rozek

Title: Executive Vice President, Chief Financial Officer and Chief Corporate Officer

Exhibit Index

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|------------------------|--|
| Exhibit 10.1           | Amendment to Employment Agreement dated December 28, 2015 between the Company and Robert Rozek |

**AMENDMENT TO  
EMPLOYMENT AGREEMENT**

This AMENDMENT TO EMPLOYMENT AGREEMENT (the "Amendment") is made and entered into on December 28, 2015 by and between Korn/Ferry International, a Delaware corporation (the "Company"), and Robert Rozek ("Executive").

WHEREAS, the Company and Executive are parties to an Employment Agreement dated as of February 6, 2012 (the "Agreement");

WHEREAS, the Company and Executive wish to amend the Agreement as set forth herein; and

WHEREAS, Section 18 of the Agreement provides that no provision of the Agreement may be amended unless such amendment is agreed to in writing and signed by Executive and an authorized officer of the Company;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Executive hereby agree as follows, effective (except as set forth in paragraph 2 below) on the date hereof:

1. Section 3 of the Agreement is amended by deleting "Executive Vice President and Chief Financial Officer" therefrom and inserting "Executive Vice President, Chief Financial Officer and Chief Corporate Officer" in its place.

2. The first sentence of Section 4(a) of the Agreement is amended to read in its entirety as follows, effective as of December 1, 2015: "Executive shall be entitled to receive a base salary of \$49,916.67 per month (his "Base Salary") (\$575,000 on an annualized basis, his "Annual Base Salary"), paid in accordance with the Company's regular payroll practices."

3. The first paragraph of Section 6(d) of the Agreement is amended by deleting "a pro rata portion of Executive's target annual cash incentive award established for the fiscal year in which Executive's employment terminates (based on the number of days of Executive's actual service to the Company during such fiscal year)" therefrom and inserting in its place "a pro rata portion of Executive's annual cash incentive award that Executive would have received for the fiscal year in which Executive's employment terminates (based on the Company's actual performance over the entire year and the number of days of Executive's actual service to the Company during such fiscal year), which pro rata portion will be payable to Executive at the same time bonuses are paid to executives generally for the applicable fiscal year."

4. Section 6(d)(5) of the Agreement is amended by deleting "and the Company's performance during such period had been at the target level of performance" and inserting in its place "and the Company's performance during such period had been at the level of the Company's actual performance during the period."

5. Section 6(d)(5) of the Agreement is amended by adding the following at the end of the first sentence thereof: “, and such Performance Shares and/or cash awards will be payable to Executive at the same time the Performance Shares and/or cash awards are paid to executives generally for the applicable performance period.”

6. Section 6(f)(5) of the Agreement is amended by deleting “and the Company’s performance during such period had been at the target level of performance” and inserting in its place “and the Company’s performance during such period had been at the level of the Company’s actual performance during the period.”

7. Section 6(f)(5) of the Agreement is amended by adding the following at the end of the first sentence thereof: “, and such Performance Shares and/or cash awards will be payable to Executive at the same time the Performance Shares and/or cash awards are paid to executives generally for the applicable performance period.”

8. Except as set forth herein, the Agreement shall continue in full force and effect in accordance with its terms, and all questions concerning the construction, validity and interpretation of this Amendment and the Agreement shall be construed and governed in accordance with the laws of California, without reference to the principles of conflict of laws thereof.

9. This Amendment may be executed in two or more counterparts, any one of which need not contain the signatures of more than one party, but all of which counterparts taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first above written.

KORN/FERRY INTERNATIONAL

/s/ Gary D. Burnison

By: Gary D. Burnison

Its: Chief Executive Officer

ROBERT ROZEK

/s/ Robert Rozek