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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 ACTS OF 1934**

**Date of Report (Date of earliest event reported): October 17, 2008**

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**HEIDRICK & STRUGGLES INTERNATIONAL, INC.**  
(Exact Name of Registrant as Specified in its Charter)

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

**0-25837**  
(Commission File Number)

**36-2681268**  
(IRS Employer  
Identification No.)

**233 South Wacker Drive, Suite 4200, Chicago, IL**  
(Address of principal executive offices)

**60606-6303**  
(Zip Code)

**Registrant's telephone number, including area code: (312) 496-1200**

**N/A**  
(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 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On October 17, 2008, Heidrick & Struggles International, Inc. (the "Company") and Charles G. Davis, Regional Managing Partner, Asia Pacific, entered into an amendment (the "Amendment") of his Letter of Assignment, dated December 6, 2007, pursuant to which Mr. Davis temporarily relocated to Hong Kong from Australia. The Amendment extends the term of Mr. Davis' relocation from six months to twenty-four months.

In addition to relocating Mr. Davis to Hong Kong, the Letter of Assignment provides that:

Mr. Davis's compensation will remain as per his current contract.

Mr. Davis will receive a relocation allowance of up to \$US2,000 against the presentation of invoices for the transport of personal possessions.

The Company will lease, on Mr. Davis' behalf, an apartment for the duration of his relocation, the maximum lease cost per month not to exceed US\$6,000.

The Company will reimburse Mr. Davis for related costs in obtaining a Hong Kong work visa.

The Company will reimburse Mr. Davis for (i) related costs in preparing and filing Australian and Hong Kong income tax returns, and (ii) any additional income taxes or social taxes related to relocation expenses.

All the terms and conditions of Mr. Davis' original employment letter dated March 25, 1998 not superseded by the Letter of Assignment will remain effective and in force except that his salary upon termination of the assignment and his return to Australia shall remain as per his current contract.

Mr. Davis will comply with all applicable local tax and social charge laws and regulations.

The foregoing descriptions of the Letter of Assignment and the Amendment do not purport to be complete, and are qualified in their entirety by reference to the full text of the Letter of Assignment and the Amendment, copies of which are attached as Exhibit 10.1, and incorporated by reference herein.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

c) Exhibits:

<u>Exhibit Number</u>	<u>Description</u>
10.1	Letter Agreement dated October 17, 2008 between Charles G. Davis and the Company.

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.

Date: October 23, 2008

HEIDRICK & STRUGGLES INTERNATIONAL, INC.

By: /s/ K. Steven Blake  
Name: K. Steven Blake  
Title: Executive Vice President,  
General Counsel and Secretary

# HEIDRICK & STRUGGLES

October 17, 2008

Mr. Charles Davis  
Regional Managing Partner, APAC  
33 Beresford Road  
Rose Bay, NSW, 2029

Dear Gerry:

Per our recent discussions and in light of our current business needs in Asia Pacific, I would like to extend the arrangement outlined in your letter dated December 5, 2007 entitled "Letter of Assignment—Regional Managing Partner, Asia Pacific based in Hong Kong" a copy of which is attached hereto as Exhibit A, to cover a twenty four month period versus a three to six month period. As such, this arrangement will terminate on December 16, 2009.

Sincerely,



L. Kevin Kelly  
Chief Executive Officer

Copy:  
Richard Caldera, Executive Vice President & Chief Human Resources Officer  
K. Steven Blake, Executive Vice President & Chief Legal Officer

I hereby accept the terms and conditions of employment as outlined above:



Charles (Gerry) Davis

17 OCTOBER 2008

Date

**APPENDIX A**

6 December 2007

Mr. Gerry Davis  
33 Beresford Road  
Rose Bay, NSW, 2029

3 Burlington Gardens  
London W1S 3EP  
telephone +44 (0)20 7075 4000  
facsimile +44 (0)20 7075 4001  
www.heidrick.com

Dear Gerry,

**Letter of Assignment — Regional Managing Partner, Asia Pacific based in Hong Kong**

I wish to confirm our recent discussions involving your relocation to Hong Kong to further your current role as Regional Managing Partner (RMP) for the Asia Pacific region. You will continue to report to me, or my successor as Chief Executive Officer.

It is expected that you will arrive in Hong Kong in late December 2007, and stay for a period of between 3 and 6 months. As has been the case in the past, you will be required to travel throughout the Asia Pacific region during this period in the conduct of this role.

I am also pleased to confirm the terms and conditions of your assignment, effective 17 December 2007, as follows:

**1. Compensation:**

Your compensation in this role will remain as per your current contract. You can choose to have elements of this payment in Hong Kong Dollars and in Australian Dollars, the exchange rate to be determined by the spot rate on the date of payment.

**2. Relocation expenses:**

The following expenses will be paid, dependent upon the Company's receipt of original invoices where appropriate, in relation to your relocation to Hong Kong:

**Relocation allowance** — The Company will provide a relocation allowance of up to \$US2,000 against the presentation of invoices for the transport of personal possessions

**Apartment** — leased by the Company on your behalf for the duration of your relocation, maximum lease cost per month to be US\$6,000 per month;

**Visa preparation** – related costs in obtaining a Hong Kong work visa for yourself

**Tax return preparation** – related costs in preparing and filing Australian and Hong Kong income tax returns

The Company intends that you should not suffer any additional tax or social charge liability in respect of the Relocation Expenses as detailed in this Section 2. All additional income taxes or social taxes related to these expenses will be reimbursed to you or paid by the Company on your behalf.

**3. Other Employment Terms and Conditions:**

All the terms and conditions in your original employment letter dated 25 March 1998 which are not superseded by this letter remain effective and in force except that the salary upon termination of this assignment and your return to Australia shall be as per Point 1 above.

Statement of Responsibility: The Company regards personal income taxes and social charge compliance as the obligation of all assignees. It is the policy of the Company to fully comply with the income tax and social charge requirements of both Hong Kong and Australia. The Company also expects full compliance by you with all applicable local tax and social charge laws and regulations.

I look forward to working closely with you to ensure your every success for the future.

Sincerely,

L. Kevin Kelly  
Chief Executive Officer

Agreed and Accepted

/s/ Gerry Davis

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Gerry Davis

**HEIDRICK & STRUGGLES**

3 Burlington Gardens, London W1S 3EP telephone +44 (0) 20 7075 4000 facsimile +44 (0)20 7075 4001