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

FORM 10-Q

(MARK ONE)

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.

FOR THE QUARTERLY PERIOD ENDED JUNE 30, 2003

OR

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.

FOR THE TRANSITION PERIOD FROM TO

COMMISSION FILE NUMBER 1-14443

GARTNER, INC.
(Exact name of Registrant as specified in its charter)

Delaware	04-3099750
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)
56 Top Gallant Road P.O. Box 10212 Stamford, CT (Address of principal executive offices)	06904-2212 (Zip Code)

Registrant's telephone number, including area code: (203) 316-1111

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES [X] NO [ ].

Indicate by check mark whether the Registrant is an accelerated filer (as defined in Exchange Act Rule 12b-2) YES [X] NO [ ].

The number of shares outstanding of the Registrant's capital stock as of July 31, 2003 was 48,802,712 shares of Class A Common Stock and 28,903,643 shares of Class B Common Stock.

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PART I FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

GARTNER, INC.
Condensed Consolidated Balance Sheets
(In thousands)

	June 30, 2003 (unaudited)	December 31, 2002
ASSETS		
Current assets:		
Cash and cash equivalents	$ 166,685	$ 109,657
Fees receivable, net	226,086	283,068
Deferred commissions	22,167	25,016
Prepaid expenses and other current assets	20,954	30,425
Total current assets	435,892	448,166
Property, equipment and leasehold improvements, net	63,460	71,006
Goodwill and other intangibles, net	228,447	226,114
Other assets	72,000	71,018
TOTAL ASSETS	$ 799,799	$ 816,304
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current liabilities:		
Accounts payable and accrued liabilities	$ 133,226	$ 140,891
Deferred revenues	287,645	305,887
Total current liabilities	420,871	446,778
Long-term convertible debt	362,201	351,539
Other liabilities	48,556	46,688
TOTAL LIABILITIES	831,628	845,005
STOCKHOLDERS' DEFICIT		
Preferred stock	-	-
Common stock	60	60
Additional paid-in capital	370,047	368,090
Unearned compensation, net	(2,430)	(3,069)
Accumulated other comprehensive loss, net	(5,444)	(11,392)
Accumulated earnings	161,585	150,243
Treasury stock, at cost	(555,647)	(532,633)
TOTAL STOCKHOLDERS' DEFICIT	(31,829)	(28,701)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	$ 799,799	$ 816,304

See the accompanying notes to the condensed consolidated financial statements.

GARTNER, INC.
Condensed Consolidated Statements of Operations
(Unaudited, in thousands, except per share data)

	Three Months Ended June 30, 2003	Three Months Ended June 30, 2002	Six Months Ended June 30, 2003	Six Months Ended June 30, 2002
Revenues:				
Research	$ 117,793	$ 121,619	$ 233,517	$ 244,354
Consulting	66,525	72,611	128,304	138,504
Events	25,292	38,438	48,801	47,538
Other	3,708	3,489	6,978	6,856
Total revenues	213,318	236,157	417,600	437,252
Costs and expenses:				
Cost of services and product development	103,440	106,045	205,773	194,386
Selling, general and administrative	80,730	84,412	164,234	170,444
Depreciation	8,964	10,577	18,789	20,921
Amortization of intangibles	338	445	743	948
Other charges	-	-	5,426	17,246
Total costs and expenses	193,472	201,479	394,965	403,945
Operating income	19,846	34,678	22,635	33,307
Gain (loss) on investments	5,491	(2,532)	5,522	(2,454)
Interest income	594	458	1,029	758
Interest expense	(6,136)	(5,740)	(12,183)	(11,371)
Other (expense) income, net	(39)	452	496	436
Income before income taxes	19,756	27,316	17,499	20,676
Provision for income taxes	6,902	9,061	6,157	6,737
Net income	$ 12,854	$ 18,255	$ 11,342	$ 13,939
Basic income per common share	$ 0.16	$ 0.22	$ 0.14	$ 0.17
Diluted income per common share	$ 0.13	$ 0.16	$ 0.14	$ 0.15
Weighted average shares outstanding:				
Basic	79,234	83,719	79,863	84,166
Diluted	127,959	132,299	128,260	132,645

See the accompanying notes to the condensed consolidated financial statements.

GARTNER, INC.
Condensed Consolidated Statements of Cash Flows
(Unaudited, in thousands)

	Six Months Ended June 30, 2003	Six Months Ended June 30, 2002
OPERATING ACTIVITIES:		
Net income	$ 11,342	$ 13,939
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization of intangibles	19,532	21,869
Non-cash compensation	511	595
Tax benefit associated with employee exercise of stock options	-	1,338
Deferred taxes	68	(665)
(Gain) loss from investments and sales of assets, net	(5,522)	1,961
Accretion of interest and amortization of debt issue costs	11,781	11,048
Non-cash charges associated with impairment of long-lived assets	-	1,424
Changes in assets and liabilities:		
Fees receivable, net	64,051	61,689
Deferred commissions	3,345	8,240
Prepaid expenses and other current assets	11,313	21,607
Other assets	(1,543)	7,822
Deferred revenues	(26,314)	(30,990)
Accounts payable and accrued liabilities	(10,390)	(7,966)
CASH PROVIDED BY OPERATING ACTIVITIES	78,174	111,911
INVESTING ACTIVITIES:		
Proceeds from insurance recovery	5,464	-
Purchases of businesses	-	(3,960)
Proceeds from sale of assets	-	239
Investments	(1,500)	-
Additions to property, equipment and leasehold improvements	(9,765)	(9,320)
CASH USED IN INVESTING ACTIVITIES	(5,801)	(13,041)
FINANCING ACTIVITIES:		
Proceeds from stock issued for stock plans	2,575	14,736
Payments for debt issuance costs	(220)	(238)
Purchase of treasury stock	(23,504)	(33,063)
CASH USED IN FINANCING ACTIVITIES	(21,149)	(18,565)
NET INCREASE IN CASH AND CASH EQUIVALENTS	51,224	80,305
EFFECTS OF EXCHANGE RATES ON CASH AND CASH EQUIVALENTS	5,804	2,152
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	109,657	27,431
CASH AND CASH EQUIVALENTS, END OF PERIOD	$ 166,685	$ 109,888

See the accompanying notes to the condensed consolidated financial statements.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Note 1 - Basis of Presentation

On October 30, 2002, Gartner, Inc. (the "Company") announced that the Board of Directors approved a change of the Company's fiscal year end from September 30 to December 31, effective January 1, 2003. This change resulted in a three-month transitional period ending December 31, 2002. References to Transition 2002, unless otherwise indicated, refer to the three-month transitional period ended December 31, 2002. References to quarterly periods of 2002, unless otherwise indicated, are to the calendar quarters of 2002. Certain prior year amounts have been reclassified to conform to the current year presentation.

These interim condensed consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America ("GAAP") for interim financial information and with the instructions to Form 10-Q and should be read in conjunction with the consolidated financial statements and related notes of the Company filed in our Transition Report on Form 10-KT for the transition period from October 1, 2002 to December 31, 2002. The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported amounts of operating revenues and expenses. These estimates are based on management's knowledge and judgments. In the opinion of management, all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation of financial position, results of operations and cash flows at the dates and for the periods presented have been included. The results of operations for the three and six months ended June 30, 2003 may not be indicative of the results of operations for the remainder of 2003.

Note 2 - Recent Accounting Pronouncements

In December 2002, the FASB issued SFAS No. 148, "Accounting for Stock-Based Compensation-Transition and Disclosure-an amendment of SFAS No. 123." This amendment provides alternative methods of transition for a voluntary change to the fair value based method of accounting for stock-based employee compensation. In addition, this statement amends the disclosure requirement of SFAS No. 123 to require prominent disclosures in both annual and interim financial statements about the method of accounting for stock-based employee compensation and the effect of the method used on reported results. SFAS No. 148 is effective for fiscal years ending after December 15, 2002. The Company continues to account for stock-based compensation according to Accounting Principles Board ("APB") No. 25, "Accounting for Stock Issued to Employees". The adoption of SFAS No. 148 in the first quarter of 2003 required the Company to provide prominent disclosures about the effects of SFAS No. 123 on reported income and required it to disclose these effects in the interim financial statements (see Note 5).

In April 2003, the FASB issued SFAS No. 149, "Amendment of Statement 133 on Derivative Instruments and Hedging Activities." This Statement amends and clarifies accounting for derivative instruments, including certain derivative instruments embedded in other contracts, and for hedging activities under SFAS No. 133. SFAS No. 149 is effective for contracts entered into or modified after June 30, 2003, for hedging relationships designated after June 30, 2003, and to certain preexisting contracts. The Company does not expect the adoption of SFAS No. 149 will have a material impact on its financial position, cash flows or results of operations.

In May 2003, the FASB issued SFAS No. 150, "Accounting for Certain Financial Instruments with Characteristics of Both Liabilities and Equity" ("SFAS 150"). SFAS 150 changes the accounting for certain financial instruments that under previous guidance issuers could account for as equity. It requires that those instruments be classified as liabilities in balance sheets. The guidance in SFAS 150 is generally effective for all financial instruments entered into or modified after May 31, 2003, and otherwise is effective on July 1, 2003. The Company does not expect the adoption of SFAS 150 to have a material impact on its financial position, cash flows or results of operations.

Note 3 - Comprehensive Income

The components of comprehensive income for the three and six months ended June 30, 2003 and 2002 are as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2003	2002	2003	2002
Net income	$ 12,854	$ 18,255	$ 11,342	$ 13,939
Other comprehensive income (loss):				
Foreign currency translation adjustments	5,756	1,684	5,955	(115)
Net unrealized losses on investments, net of tax	(11)	(26)	(7)	(345)
Other comprehensive income (loss)	5,745	1,658	5,948	(460)
Comprehensive income	$ 18,599	$ 19,913	$ 17,290	$ 13,479

The balance of unrealized holding losses, net of tax, at June 30, 2003 was $0.2 million.

Note 4 - Computations of Income per Share of Common Stock

The following table sets forth the reconciliation of the basic and diluted income per share (in thousands, except per share data):

	Three Months Ended June 30, 2003	Three Months Ended June 30, 2002	Six Months Ended June 30, 2003	Six Months Ended June 30, 2002
NUMERATOR:				
Net income used for calculating basic income per share	$ 12,854	$ 18,255	$ 11,342	$ 13,939
After-tax interest on convertible long-term debt	3,323	3,132	6,567	6,190
Income used for calculating diluted income per share	$ 16,177	$ 21,387	$ 17,909	$ 20,129
DENOMINATOR:				
Weighted average number of common shares used in the calculation of basic income per share	79,234	83,719	79,863	84,166
Common stock equivalents associated with stock compensation plans	413	2,929	440	3,164
Weighted average number of shares associated with convertible long-term debt	48,312	45,651	47,957	45,315
Shares used in the calculation of diluted income per share	127,959	132,299	128,260	132,645
Basic income per share	$ 0.16	$ 0.22	$ 0.14	$ 0.17
Diluted income per share	$ 0.13	$ 0.16	$ 0.14	$ 0.15

For the three and six months ended June 30, 2003 and 2002, unvested restricted stock awards were not included in the computation of diluted income per share because the effect would have been anti-dilutive. For the three months ended June 30, 2003 and 2002, options to purchase 31.9 million and 13.7 million shares, respectively, of Class A Common Stock of the Company were not included in the computation of diluted income per share because the effect would have been anti-dilutive. For the six months ended June 30, 2003 and 2002, options to purchase 32.2 million and 14.0 million shares, respectively, of Class A Common Stock of the Company were not included in the computation of diluted income per share because the effect would have been anti-dilutive.

Note 5 - Accounting for Stock-Based Compensation

The Company has several stock-based compensation plans. The Company applies APB Opinion No. 25 "Accounting for Stock Issued to Employees" ("APB 25") in accounting for its employee stock options and purchase rights and applies Statement of Financial Accounting Standards No. 123 "Accounting for Stock Issued to Employees" ("SFAS 123") for disclosure purposes only. Under APB 25, the intrinsic value method is used to account for stock-based employee compensation plans. The SFAS 123 disclosures include pro forma net income and earnings per share as if the fair value-based method of accounting had been used.

If compensation for employee options had been determined based on SFAS 123, the Company's pro forma net income, and pro forma income per share would have been as follows (in thousands, except per share data):

	Three Months Ended June 30, 2003	Three Months Ended June 30, 2002	Six Months Ended June 30, 2003	Six Months Ended June 30, 2002
Net income as reported	$ 12,854	$ 18,255	$ 11,342	$ 13,939
Add: Stock-based compensation expense included in net income as reported, net of tax	169	193	332	387
Deduct: Pro forma employee stock-based compensation cost, net of tax	(3,603)	(7,118)	(9,300)	(14,758)
Pro forma net income (loss)	$ 9,420	$ 11,330	$ 2,374	$ (432)
Basic income (loss) per share:				
As reported	$ 0.16	$ 0.22	$ 0.14	$ 0.17
Pro forma	$ 0.12	$ 0.14	$ 0.03	$ (0.01)
Diluted income (loss) per share:				
As reported	$ 0.13	$ 0.16	$ 0.14	$ 0.15
Pro forma	$ 0.10	$ 0.11	$ 0.03	$ (0.01)

The fair value of the Company's stock plans was estimated on the date of grant using the Black-Scholes option-pricing model with the following weighted-average assumptions for options granted in the following periods:

	Three Months Ended June 30, 2003	Three Months Ended June 30, 2002	Six Months Ended June 30, 2003	Six Months Ended June 30, 2002
Expected dividend yield	0%	0%	0%	0%
Expected stock price volatility	41%	50%	43%	50%
Risk-free interest rate	1.7%	3.2%	1.9%	3.2%
Expected life in years	3.4	3.5	3.4	3.5

Note 6 - Net Gain on Sale of Investments

On September 1, 1998, the Company sold GartnerLearning, a division of the Company that provides technology based training and services for IT professionals to NETg Inc. ("NETg"), a subsidiary of Harcourt, Inc. (formerly Harcourt Brace & Company), and recorded a pre-tax loss of approximately $2.0 million. In addition, the Company recorded an additional loss of $6.7 million during the twelve month period ended September 30, 2000 in connection with a negotiated settlement of a claim arising from the sale of GartnerLearning. The claim asserted that the Company had breached a contractual commitment under a joint venture agreement to co-produce a product when GartnerLearning was sold. During the second quarter of 2003, the Company received proceeds of approximately $5.5 million on an insurance claim associated with the 2000 negotiated settlement.

Note 7 - Segment Information

The Company manages its business in three reportable segments organized on the basis of differences in its products and services: Research, Consulting, and Events. Research consists primarily of subscription-based research products. Consulting consists primarily of consulting and measurement engagements. Events consists of various symposia, expositions and conferences.

The Company evaluates reportable segment performance and allocates resources based on gross contribution margin. Gross contribution, as presented below, is the profit or loss from operations before interest income and expense, certain selling, general and administrative costs, amortization, income taxes, other expenses, and foreign exchange gains and losses. The accounting policies used by the reportable segments are the same as those used by the Company.

The Company does not identify or allocate assets, including capital expenditures, by operating segment. Accordingly, assets are not reported by segment because the information is not available and is not reviewed in the evaluation of segment performance.

The following tables present information about reportable segments (in thousands). The "Other" column consists primarily of software sales and certain other revenues and related expenses that do not meet the segment reporting quantitative thresholds. There are no inter-segment revenues.

	Research	Consulting	Events	Other	Consolidated
THREE MONTHS ENDED JUNE 30, 2003:					
Revenues	$ 117,793	$ 66,525	$ 25,292	$ 3,708	$ 213,318
Gross Contribution	75,401	22,743	10,532	2,592	111,268
Corporate and other expenses					(91,422)
Operating income					$ 19,846
THREE MONTHS ENDED JUNE 30, 2002:					
Revenues	$ 121,619	$ 72,611	$ 38,438	$ 3,489	$ 236,157
Gross Contribution	79,644	27,756	17,746	2,368	127,514
Corporate and other expenses					(92,836)
Operating income					$ 34,678
SIX MONTHS ENDED JUNE 30, 2003:					
Revenues	$ 233,517	$ 128,304	$ 48,801	$ 6,978	$ 417,600
Gross Contribution	149,051	43,628	18,932	4,960	216,571
Corporate and other expenses					(193,936)
Operating income					$ 22,635
SIX MONTHS ENDED JUNE 30, 2002:					
Revenues	$ 244,354	$ 138,504	$ 47,538	$ 6,856	$ 437,252
Gross Contribution	162,628	50,289	21,971	3,898	238,786
Corporate and other expenses					(205,479)
Operating income					$ 33,307

Note 8 - Intangible Assets

The following table presents the Company's intangible assets subject to amortization (in thousands):

	June 30, 2003			December 31, 2002		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Non-compete agreements	$ 13,079	$(11,977)	$ 1,102	$ 12,910	$(11,157)	$ 1,753
Trademarks & tradenames	1,808	(1,395)	413	1,808	(1,307)	501
Total	$ 14,887	$(13,372)	$ 1,515	$ 14,718	$(12,464)	$ 2,254

Aggregate amortization expense for the three and six month periods ended June 30, 2003 was $0.3 million and $0.7 million, respectively. Aggregate amortization expense for the three and six month periods ended June 30, 2002 was $0.4 million and $0.9 million, respectively. The estimated future amortization expense of purchased intangibles is as follows (in thousands):

2003 (remaining six months)	$ 853
2004	470
2005	107
2006	63
2007	22
	$ 1,515

Note 9 - Other Charges

During the first quarter of 2003, the Company recorded other charges of $5.4 million associated with workforce reductions initiated during that quarter. The charge was for costs for employee termination severance payments and related benefits. This workforce reduction resulted in the termination of 92 employees and the payment of $3.4 million during the six months ended June 30, 2003.

Other charges recorded in prior periods included:

- During Transition 2002, the Company recorded other charges of $32.2 million. Of these charges, $13.3 million relates to costs and losses associated with the elimination and reduction of excess facilities, principally leased facilities and ongoing lease costs and losses associated with sub-lease arrangements. In addition, approximately $18.9 million of these charges are associated with the Company's workforce reduction, the elimination of 175 positions, initiated during that period and are for employee termination severance payments and related benefits. During the six months ended June 30, 2003, the Company paid $9.1 million of termination benefits associated with this workforce reduction.

- During the three months ended March 31, 2002, the Company recorded other charges of $17.2 million. Of these charges, $10.0 million relates to costs and losses associated with the elimination of excess facilities, principally leased facilities and ongoing lease costs and losses associated with sub-lease arrangements. In addition, approximately $5.8 million of these charges are associated with the Company's workforce reduction initiated during that period and are for related employee termination severance payments and related benefits. This workforce reduction resulted in the elimination of approximately 100 positions. The remaining $1.4 million relates to the impairment of certain database-related assets.

- - During the twelve months ended September 30, 2001, the Company recorded other charges of $46.6 million. Of these charges, $24.8 million are associated with the Company's workforce reduction, the elimination of 383 positions, initiated in April 2001. During the six months ended June 30, 2003, the Company paid $0.1 million of termination severance payments and related benefits associated with this workforce reduction. Approximately $14.3 million of the other charges are associated with the write-down of goodwill and other long-lived assets to net realizable value as a result of the Company's decision to discontinue certain unprofitable products, and $7.5 million of the charge is associated primarily with the write-off of internally developed systems in connection with the launch of gartner.com and seat-based pricing.

The following table summarizes the activity related to the liability for the restructuring programs recorded as other charges (in thousands):

	Workforce Reduction Costs	Excess Facilities Costs	Asset Impairments	Total
Accrued Liability at December 31, 2001	$ 2,889	$ -	$ -	$ 2,889
Charges during six months ended June 30, 2002	5,808	10,014	1,424	17,246
Non-cash charges	(120)	(2,663)	(1,424)	(4,207)
Payments	(7,144)	(2,529)	-	(9,673)
Accrued Liability at June 30, 2002	1,433	4,822	-	6,255
Payments during remainder of fiscal 2002	(775)	(734)	-	(1,509)
Accrued Liability at September 30, 2002	658	4,088	-	4,746
Charges during Transition 2002	18,899	13,267	-	32,166
Non-cash charges	(601)	(659)	-	(1,260)
Payments	(7,233)	(760)	-	(7,993)
Accrued Liability at December 31, 2002	11,723	15,936	-	27,659
Charges during six months ended June 30, 2003	5,426	-	-	5,426
Payments	(12,627)	(3,882)	-	(16,509)
Accrued Liability at June 30, 2003	$ 4,522	$ 12,054	$ -	$ 16,576

The non-cash charges for workforce reductions result from the establishment of a new measurement date for certain stock options upon the modification of the exercise term. The Company expects to pay the remaining workforce reduction costs by the end of the first quarter of 2004.

Note 10 - Stock Repurchase Program

On July 19, 2001, the Company's Board of Directors approved the repurchase of up to $75.0 million of Class A and Class B Common Stock. On July 25, 2002, the Company's Board of Directors increased the authorized stock repurchase program from the previously approved $75 million to up to $125 million of its Class A and Class B Common Stock. On July 24, 2003, the Company's Board of Directors authorized an increase of $75 million in the stock repurchase program bringing the total authorization to date to $200 million. During the six months ended June 30, 2003, the Company repurchased 2,303,104 shares of its Class A Common Stock and 803,450 shares of its Class B Common Stock at an aggregate cost of $23.5

million under this program. On a cumulative basis at June 30, 2003, the Company has purchased $107.2 million of its stock under this stock repurchase program.

Note 11 - Contingencies

The Company is involved in legal proceedings and litigation arising in the ordinary course of business. The Company believes the outcome of all current proceedings, claims and litigation will not have a material effect on the Company's financial position or results of operations when resolved in a future period.

The Company has various agreements in which it may be obligated to indemnify the other party with respect to certain matters. Generally, these indemnification clauses are included in contracts arising in the normal course of business under which the Company customarily agrees to hold the other party harmless against losses arising from a breach of representations related to such matters as title to assets sold and licensed or certain intellectual property rights. It is not possible to predict the maximum potential amount of future payments under these indemnification agreements due to the conditional nature of the Company's obligations and the unique facts of each particular agreement. Historically, payments made by the Company under these agreements have not been material. As of June 30, 2003, management was not aware of any indemnification agreements that would require material payments.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The purpose of the following Management's Discussion and Analysis (MD&A) is to help facilitate the understanding of significant factors influencing the operating results, financial condition and cash flows of Gartner, Inc. Additionally, the MD&A also conveys our expectations of the potential impact of known trends, events or uncertainties that may impact future results. You should read this discussion in conjunction with our condensed consolidated financial statements and related notes included in this report and our consolidated financial statements and related notes in our Transition Report on Form 10-KT for the three month transition period ended December 31, 2002. Historical results and percentage relationships are not necessarily indicative of operating results for future periods.

References to "the Company," "we," "our," and "us" are to Gartner, Inc. and its subsidiaries.

On October 30, 2002, the Company announced that the Board of Directors approved a change of the Company's fiscal year end from September 30 to December 31, effective January 1, 2003. This change resulted in a three-month transitional period ending December 31, 2002. References to Transition 2002, unless otherwise indicated, refer to the three-month transitional period ended December 31, 2002. References to the quarters of 2002 are to the calendar quarters of 2002.

FORWARD-LOOKING STATEMENTS

In addition to historical information, this Quarterly Report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements are any statements other than statements of historical fact, including statements regarding our expectations, beliefs, hopes, intentions or strategies regarding the future. In some cases, forward-looking statements can be identified by the use of words such as "may," "will," "expects," "should," "believes," "plans," "anticipates," "estimates," "predicts," "potential," "continue," or other words of similar meaning. Forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those discussed in, or implied by, the forward-looking statements. Factors that might cause such a difference include, but are not limited to, those discussed in "Factors That May Affect Future Results," "Euro Conversion," and elsewhere in this report and in our Transition Report on Form 10-KT for the three month transition period ended December 31, 2002. Readers should not place undue reliance on these forward-looking statements, which reflect management's opinion only as of the date on which they were made. Except as required by law, we disclaim any obligation to review or update these forward-looking statements to reflect events or circumstances as they occur. Readers also should review carefully any risk factors described in other reports filed by us with the Securities and Exchange Commission.

BUSINESS MEASURES

We believe the following business measurements are important performance indicators for our business segments.

REVENUE CATEGORY	BUSINESS MEASUREMENTS
Research	CONTRACT VALUE represents the value attributable to all of our subscription-related research products that recognize revenue on a ratable basis. Contract value is calculated as the annualized value of all subscription research contracts in effect at a specific point in time, without regard to the duration of the contract.
	CLIENT RETENTION RATE represents a measure of client satisfaction and renewed business relationships at a specific point in time.

	Client retention is calculated on a percentage basis by dividing our current clients, who were also clients a year ago, by all clients from a year ago.
Consulting	CONSULTING BACKLOG represents future revenue to be derived from in-process consulting, measurement and strategic advisory services engagements.

CRITICAL ACCOUNTING POLICIES

The preparation of financial statements requires the application of appropriate accounting policies. The policies discussed below are considered by management to be critical to an understanding of Gartner's financial statements because their application requires the most significant management judgments. Specific risks for these critical accounting policies are described below.

REVENUE RECOGNITION - We recognize revenue in accordance with SEC Staff Accounting Bulletin No. 101, Revenue Recognition in Financial Statements ("SAB 101"). Revenue by significant source is accounted for as follows:

- Research revenues are derived from subscription contracts for research products. Revenues from research products are deferred and recognized ratably over the applicable contract term;

- Consulting revenues are based primarily on fixed fees or time and materials for discrete projects. Revenues for such projects are recognized as work is delivered and/or services are provided and are evaluated on a contract by contract basis;

- Events revenues are deferred and recognized upon the completion of the related symposium, conference or exhibition; and

- Other revenues, principally software licensing fees, are recognized when a signed non-cancelable software license exists, delivery has occurred, collection is probable, and the fees are fixed or determinable. Revenue from software maintenance is deferred and recognized ratably over the term of the maintenance agreement, which is typically twelve months.

The majority of research contracts are billable upon signing, absent special terms granted on a limited basis from time to time. All research contracts are non-cancelable and non-refundable, except for government contracts that have a 30-day cancellation clause, but have not produced material cancellations to date. It is our policy to record the entire amount of the contract that is billable as a fee receivable at the time the contract is signed with a corresponding amount as deferred revenue, since the contract represents a legally enforceable claim. For those government contracts that permit termination, the Company bills the client the full amount billable under the contract but only records a receivable equal to the earned portion of the contract. In addition, the Company only records deferred revenue on these government contracts when cash is received. Deferred revenues attributable to government contracts were $27.2 million and $29.3 million at June 30, 2003 and December 31, 2002, respectively. In addition, at June 30, 2003 and December 31, 2002, the Company had not recognized uncollected receivables or deferred revenues, relating to government contracts that permit termination, of $4.7 million in both periods.

UNCOLLECTIBLE ACCOUNTS RECEIVABLE - Provisions for bad debts are recognized as incurred. The measurement of likely and probable losses and the allowance for uncollectible accounts receivable is based on historical loss experience, aging of outstanding receivables, an assessment of current economic conditions and the financial health of specific clients. This evaluation is inherently judgmental and requires material estimates. These valuation reserves are periodically re-evaluated and adjusted as more information about the ultimate collectibility of accounts receivable becomes available. Circumstances that could cause our valuation reserves to increase include changes in our clients' liquidity and credit quality, other factors negatively impacting our clients' ability to pay their obligations as they come due, and the quality of our collection efforts. Total trade receivables at June 30, 2003 were $233.1 million, against which an allowance for losses of approximately $7.0 million was provided. Total trade receivables at December 31, 2002 were $290.1 million, against which an allowance for losses of approximately $7.0 million was provided.

IMPAIRMENT OF INVESTMENT SECURITIES - A charge to earnings is made when a market decline below cost is other than temporary. Management regularly reviews each investment security for impairment based on criteria that include: the length of time and the extent to which market value has been less than cost, the financial condition and near-term prospects of the issuer, the valuation of comparable companies, and our intent and ability to retain the investment for a period of time sufficient to allow for any anticipated recovery in market value. Future adverse changes in market conditions or poor operating results of underlying investments could result in losses or an inability to recover the carrying value of the investments that may not be reflected in an investment's current carrying value, thereby possibly requiring an impairment charge in the future. Total investments in equity securities were $11.6 million and $10.7 million at June 30, 2003 and December 31, 2002, respectively.

IMPAIRMENT OF GOODWILL AND OTHER INTANGIBLE ASSETS - The evaluation of goodwill is performed in accordance with SFAS No. 142, "Goodwill and Other Intangible Assets." Among other requirements, this standard eliminated goodwill amortization upon adoption and required an initial assessment for goodwill impairment within six months of adoption and at least annually thereafter. The evaluation of other intangible assets is performed on a periodic basis. These assessments require management to estimate the fair value of our reporting units based on estimates of future business operations and market and economic conditions in developing long-term forecasts. If we determine the fair values are less than the carrying amount of goodwill recorded on our Consolidated Balance Sheets, we must recognize an impairment in our financial statements. The carrying amount of goodwill at June 30, 2003 was $226.9 million. Goodwill is evaluated for impairment at least annually, or whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Factors we consider important in determining whether an impairment may exist include: significant under-performance relative to historical or projected future operating results, significant changes in the manner of our use of acquired assets or the strategy for our overall business, and significant negative industry or economic trends.

Due to the numerous variables associated with our judgments and assumptions relating to the valuation of the reporting units and the effects of changes in circumstances affecting these valuations, both the precision and reliability of the resulting estimates are subject to uncertainty. As additional information becomes known, we may change our estimates.

ACCOUNTING FOR INCOME TAXES - As we prepare our consolidated financial statements, we estimate our income taxes in each of the jurisdictions where we operate. This process involves estimating our current tax exposure together with assessing temporary differences resulting from differing treatment of items for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which are included within our consolidated balance sheet. We record a valuation allowance to reduce our deferred tax assets when future realization is in question. We consider future taxable income and ongoing prudent and feasible tax planning strategies in assessing the need for the valuation allowance. In the event we determine that we would be able to realize our deferred tax assets in the future in excess of our net recorded amount, an adjustment to the deferred tax asset would increase income in the period such determination was made. Likewise, should we determine that we would not be able to realize all or part of our net deferred tax asset in the future, an adjustment to the deferred tax asset would be charged to income in the period such determination was made.

CONTINGENCIES AND OTHER LOSS RESERVES - We establish reserves for severance costs, lease costs associated with excess facilities, contract terminations and asset impairments as a result of actions we undertake to streamline our organization, reposition certain businesses and reduce ongoing costs. Estimates of costs to be incurred to complete these actions, such as future lease payments, sublease income, the fair value of assets, and severance and related benefits, are based on assumptions at the time the actions are initiated. To the extent actual costs differ from those estimates, reserve levels may need to be adjusted. In addition, these actions may be revised due to changes in business conditions that we did not foresee at the time such plans were approved.

RESULTS OF OPERATIONS

OVERALL RESULTS

TOTAL REVENUES decreased 10% in the second quarter of 2003 to $213.3 million compared to $236.2 million for the second quarter of 2002 and decreased 4% when comparing the first six months of 2003 to the first six months of 2002. The decrease in total revenues was a result of a decline in demand throughout the entire technology sector and the overall weakness in the economy generally, partially offset by the positive effects of foreign currency. The decrease in revenues for the second quarter of 2003 as compared to the second quarter of 2002 was larger than the year-to-date percentage decline due to the timing of Spring Symposium, which was held in the first quarter of 2003 as compared to the second quarter of 2002. Please refer to the section of this MD&A entitled "Segment Results" for a further discussion of revenues by segment.

COST OF SERVICES AND PRODUCT DEVELOPMENT decreased $2.6 million, or 2%, to $103.4 million in the second quarter of 2003 from $106.0 million in the second quarter of 2002 and increased 6% when comparing the first six months of 2003 to the first six months of 2002. The increase in cost of services and product development for the first six months of 2003 resulted primarily from investments in Gartner EXP, Gartner G2, membership programs, product development and database management and higher conference related expenses. Additionally, cost of services increased due to the effects of foreign currency translation. The decrease in costs of services and product development when comparing the second quarter of 2003 with the second quarter of 2002 was due to the timing of the Spring Symposium, which was held in the first quarter of 2003 as compared to the second quarter of 2002. The decrease in cost of services in the quarter comparison caused by timing of events was partially offset by the factors previously mentioned.

SELLING, GENERAL AND ADMINISTRATIVE EXPENSES decreased $3.7 million, or 4%, to $80.7 million in the second quarter of 2003 from $84.4 million in the second quarter of 2002. SG&A expenses also decreased 4% to $164.2 million from $170.4 million when comparing the first six months of 2003 to the first six months of 2002. The decrease was primarily the result of lower headcount and lower commission expenses, partially offset by the effects of foreign currency translation.

DEPRECIATION EXPENSE for the second quarter of 2003 decreased 15% to $9.0 million, compared to $10.6 million for the second quarter of 2002 and decreased 10% when comparing the first six months of 2003 to the first six months of 2002. The decrease was due to a reduction in capital spending over the past several quarters, which has led to a decrease in depreciation expense. In addition, costs capitalized during 2000 associated with the launch of the gartner.com web site in January 2001 have been fully depreciated as of the beginning of 2003.

AMORTIZATION OF INTANGIBLES decreased when comparing the quarterly and six month period ending June 30, 2003 to the same period in 2002 due to certain intangible assets having been fully amortized over the past year.

OTHER CHARGES of $5.4 million during the first six months of 2003 were for costs for employee termination severance and benefits associated with workforce reductions initiated during the first quarter of 2003. This workforce reduction has resulted in the termination of 92 employees, or approximately 2% of the Company's workforce. During the first six months of 2002, Other charges were $17.2 million. Of these charges, $10.0 million related to costs and losses associated with the elimination of excess facilities, principally leasehold improvements and ongoing lease costs and losses associated with sub-lease arrangements. In addition, approximately $5.8 million of these charges were associated with our workforce reduction initiated during the first quarter of 2002 and were for employee termination severance and benefits. This workforce reduction resulted in the elimination of approximately 100 positions, or approximately 2% of the Company's workforce. Payments associated with the workforce reduction are expected to be completed by the end of the first quarter of 2004. The remaining $1.4 million relates to the impairment of certain database-related assets. We are funding all of these costs out of operating cash flows.

INTEREST EXPENSE increased when comparing the quarterly and six month periods of 2003 to the same periods in 2002 due to the compounding of interest on our long-term convertible debt.

GAIN (LOSS) ON INVESTMENTS for the three and six months ended June 30, 2003 includes a $5.5 million insurance recovery received during the second quarter of 2003 associated with previously incurred losses arising from the sale of a business. The loss on investments for the three and six month periods ended June 30, 2002 was caused primarily by the recognition of impairment losses related to equity securities owned by us through SI I and SI II. SI I and SI II are venture capital funds engaged in making investments in early to mid-stage IT-based or Internet-enabled companies. We own 100% of SI I and 34% of SI II.

OTHER (EXPENSE) INCOME, NET for the second quarter and the first six months of 2003 primarily consist of net foreign exchange losses and gains. Other (expense) income, net for the second quarter of 2002 also consists primarily of net foreign exchange gains. For the six months ended June 30, 2002, other (expense) income, net includes a $0.5 million gain from the sale of certain assets during the first quarter of 2002. Net gains and losses from foreign exchange for the first six months of 2002 were minimal.

PROVISION FOR INCOME TAXES was 34.9% and 35.2% of income before income taxes for the three and six months ended June 30, 2003, respectively. Excluding the effect of the insurance recovery, the tax rate for the 2003 periods was approximately 33%, consistent with the tax rate for the 2002 periods.

BASIC AND DILUTED INCOME PER COMMON SHARE was $0.16 and $0.13, respectively, for the second quarter of 2003, compared to $0.22 and $0.16, respectively, for the second quarter of 2002. The insurance recovery favorably impacted diluted income per share by $0.03 during the second quarter of 2003, while the impairment of investments unfavorably impacted diluted income per share by $0.01 during the second quarter of 2002. Basic and diluted income per common share was $0.14 for the six months ended June 30, 2003, and was $0.17 and $0.15, respectively, for the six months ended June 30, 2002. For the first six months of 2003, the $0.03 favorable impact of the insurance recovery was offset by the restructuring recorded as Other charges, which unfavorably impacted diluted income per share by $0.03. In addition to the $0.01 unfavorable impact of the impairment of investments, the restructuring charges during the first six months of 2002 impacted diluted income per share by $0.09 unfavorably.

SEGMENT RESULTS

We evaluate reportable segment performance and allocate resources based on gross contribution margin. Gross contribution is defined as operating income excluding certain selling, general and administrative expenses, depreciation, amortization of intangibles and other charges. Gross contribution margin is defined as gross contribution as a percentage of revenues.

RESEARCH

Research revenues decreased 3% when comparing the second quarters of 2003 and 2002 and decreased 4% when comparing the first six months of 2003 with the same period of 2002. The decrease was due to lower demand throughout the entire technology sector and to the overall weakness in the economy generally.

Research gross contribution of $75.4 million for the second quarter of 2003 decreased 5% from $79.6 million for the second quarter of 2002, while gross contribution margin for the second quarter of 2003 decreased to 64% from 65% in the prior year period. For the six months ended June 30, 2003, gross contribution decreased to $149.1 million, or a 64% contribution margin, from $162.6 million, or a 67% contribution margin. The decrease in gross contribution and gross contribution margin is a result of the lower revenues and costs associated with investments in Gartner EXP, Gartner G2, membership programs, product development and marketing and database management.

Research contract value, which consists of the annualized value of all subscription-based research products with ratable revenue recognition, was $468.5 million at June 30, 2003, a decrease of 7% from $502.9 million at June 30, 2002. At June 30, 2003, our client retention rates increased 1% to 75% as compared to the same measure at the end of the first quarter of 2003. The decrease in contract value reflects a decline in demand throughout the entire technology and finance industries as our large clients in these industries continue to constrain their spending.

CONSULTING

Consulting revenues decreased 8% to $66.5 million for the second quarter of 2003 and decreased 7% to $128.3 million for the first six months of 2003 as compared to the same periods of 2002. Lower billable headcount and lower utilization caused the decrease in revenues. Workforce reductions over the past year have resulted in reduced billable headcount in response to the lower demand in the technology sector.

Consulting gross contribution of $22.7 million for the second quarter of 2003 decreased 18% from $27.8 million for the second quarter of 2002, and contribution margin for the second quarter of 2003 decreased to 34% from 38% in the prior year quarter. Gross contribution of $43.6 million for the first six months of 2003 decreased 13% from $50.3 million for the same period of 2002, with contribution margin for the period decreasing to 34% from 36%. The decrease in the gross contribution margin was primarily attributable to lower consultant utilization rates. We continue to focus on larger engagements and on a limited set of practices and markets in which we can achieve significant penetration.

Consulting backlog, which represents future revenues to be recognized from in-process consulting, measurement and strategic advisory services engagements decreased 27% to $91.0 million at June 30, 2003, compared to $124.4 million at June 30, 2002. Consulting backlog decreased due to the decline in demand throughout the entire technology sector, as technology customers continue to constrain spending.

EVENTS

Events revenues decreased 34% to $25.3 million for the second quarter of 2003, compared to $38.4 million for the second quarter of 2002. The decrease was primarily due to the timing of Spring Symposium and certain Vision events, which were held in the first quarter of 2003 instead of the second quarter, as in 2002. The decrease in revenues due to the timing of these events was approximately $11 million. For the six month period ended June 30, 2003 Events revenues increased 3% to $48.8 million compared to $47.5 million during 2002, due to the performance of new events added during 2003 and the favorable effects of foreign currency translation.

Gross contribution of $10.5 million, or 42% of revenues, for the second quarter of 2003 decreased from $17.7 million, or 46% of revenues, for the second quarter of 2002. The decrease in gross contribution margin was due primarily to the timing of Spring Symposium, which was an event that contributed higher margin during 2002 relative to other events held in 2002. Gross contribution of $18.9 million, or 39% of revenues, for the first six months of 2003 decreased from $22.0 million, or 46% of revenues, for the first six months of 2002. The decrease in gross contribution margin was due primarily to increased personnel expenses, increased event marketing costs, and higher costs for conferences due to certain conferences increasing in size causing an upgrade in event hosting facilities.

LIQUIDITY AND CAPITAL RESOURCES

Cash provided by operating activities totaled $78.2 million for the six months ended June 30, 2003 compared to $111.9 million for the six months ended June 30, 2002. The net decrease in cash flow from operating activities of $33.7 million was due primarily to receipt of tax refunds of $17.6 million during the first six months of 2002 for capital loss and foreign tax credit carrybacks. We were a taxpayer during the first six months of 2003. In addition, we incurred $6.8 million of higher payments relating to our restructuring programs during the first six months of 2003 as compared to the first six months of 2002.

Cash used in investing activities was $5.8 million for the six months ended June 30, 2003, compared to $13.0 million for the six months ended June 30, 2002. The decrease was due primarily to the proceeds received from an insurance recovery of $5.5 million during 2003 associated with a previously incurred loss on a claim resulting from the sale of a business. Additionally, during 2002 we spent $4.0 million relating to the purchase of the remaining 49.9% of People3, Inc. not previously owned by us. During the first six months of 2003, we funded $1.5 million of our investment commitment to SI II, reducing our remaining commitment to $4.4 million. During the first six months of 2003, we spent $9.8 million on additions to property and equipment compared with $9.3 million in the prior year.

Cash used in financing activities totaled $21.1 million for the six months ended June 30, 2003, compared to $18.6 million for the six months ended June 30, 2002. We purchased $23.5 million of common stock for treasury during the first six months of 2003 as compared to $33.1 million during the same period in the prior year. We received proceeds from stock issued for stock plans of $2.6 million during the first half of 2003 as compared to $14.7 million during the same period in the prior year.

We have a $200.0 million unsecured senior revolving credit facility led by JPMorgan Chase Bank. At June 30, 2003, there were no amounts outstanding under the facility. We are subject to certain customary affirmative, negative and financial covenants under this credit facility, and continued compliance with these covenants preclude us from borrowing the maximum amount of the credit facility from time to time. These covenants are primarily based on financial results and other measures such as contract value. As a result of these covenants, our borrowing availability at June 30, 2003 was $77.8 million.

On April 17, 2000, we issued, in a private placement transaction, $300.0 million of 6% convertible subordinated notes to Silver Lake Partners, L.P. and certain of Silver Lake's affiliates ("SLP"). Interest accrues semi-annually by a corresponding increase in the face amount of the convertible notes. Accordingly, $62.6 million has been added to the face amount of the convertible notes' balance outstanding at June 30, 2003, resulting in a balance outstanding of $362.6 million on that date, before reducing this balance for unamortized debt discount of $0.4 million. These notes are due and payable on April 17, 2005.

On or after April 17, 2003, subject to satisfaction of certain customary conditions, we may redeem all of the convertible notes for cash provided that:

(1) the average closing price of our Class A Common Stock for the twenty consecutive trading days immediately preceding the date the redemption notice is given equals or exceeds $11.175 (150% of the adjusted conversion price of $7.45 per share); and

(2) the closing price of our Class A Common Stock on the trading day immediately preceding the date the redemption notice is given also equals or exceeds $11.175.

The redemption price is the face amount of the notes plus all accrued interest. If we initiate the redemption, SLP has the option of receiving payment in cash, Class A Common Stock (at a conversion price of $7.45 per share), or a combination of cash and stock. We are under no obligation to initiate any such redemption.

Under the terms of the notes, as of April 18, 2003, SLP may convert all or a portion of the notes to Class A Common Stock. If SLP initiates a conversion, we have the option of redeeming all the notes for cash at a price based on the number of shares into which the notes would be converted (at a conversion price of $7.45 per share) and the market price on the date the notice of conversion is given. If we were to redeem all of the notes for cash in response to SLP's election to convert the notes to Class A Common Stock, we would incur a significant earnings charge at the time of the redemption equal to the difference between the market value of our Class A Common Stock at the time of redemption at the conversion price of $7.45 per share and the carrying value of the notes. At June 30, 2003, the notes were convertible into 48.7 million shares with a total market value of $368.9 million, using our June 30, 2003 Class A Common Stock market price of $7.58 per share. On the maturity date, April 17, 2005, we must satisfy any remaining notes for cash equal to the face amount of the notes plus accrued interest; if none of the notes have been redeemed or converted on that date, such amount will be $403.2 million.

We also issue letters of credit in the ordinary course of business. As of June 30, 2003, we had letters of credit outstanding with JPMorgan Chase Bank for $1.2 million, The Bank of New York for $2.0 million, and others for $0.1 million.

We believe that our current cash balances, together with cash anticipated to be provided by operating activities and borrowings available under the existing credit facility, will be sufficient for our expected short-term and foreseeable long-term cash needs in the ordinary course of business. If we were to require substantial amounts of additional capital to pursue business opportunities that may arise involving substantial investments of additional capital, or for the possible redemption of the convertible notes, there can be no assurances that such capital will be available to us or will be available on commercially reasonable terms.

Stock Repurchase Program

On July 19, 2001, our Board of Directors approved the repurchase of up to $75.0 million of Class A and Class B Common Stock. On July 25, 2002, our Board of Directors increased the authorized stock repurchase program from the previously approved $75 million to up to $125 million of its Class A and Class B Common Stock. On July 24, 2003, the Company's Board of Directors authorized an increase of $75 million in the stock repurchase program bringing the total authorization to date to $200 million. During the six months ended June 30, 2003, we repurchased 2,303,104 shares of our Class A Common Stock and 803,450 shares of our Class B Common Stock at an aggregate cost of $23.5 million under this program. On a cumulative basis at June 30, 2003, the Company has purchased $107.2 million of its stock under this program. We expect to make repurchases from time to time over the next two years through open market purchases, block trades or otherwise. Repurchases are subject to the availability of the stock, prevailing market conditions, the trading price of the stock, and our financial performance. Repurchases will be funded from cash flow from operations and possible borrowings under our existing credit facility.

BUSINESS AND TRENDS

Our quarterly and annual revenue and operating income fluctuate as a result of many factors, including the timing of the execution of research contracts, the extent of completion of consulting engagements, the timing of Symposia and other events, all of which occur to a greater extent in the quarter ended December 31, the amount of new business generated, the mix of domestic and international business, changes in market demand for our products and services, the timing of the development, introduction and marketing of new products and services, and competition in the industry. The potential fluctuations in our operating income could cause period-to-period comparisons of operating results not to be meaningful and could provide an unreliable indication of future operating results.

Over the past couple of years, we have seen a decrease in overall technology spending due to the economic environment. In response to the decrease in technology spending, we have attempted to constrain spending and have implemented cost reduction programs to reduce workforce and facilities costs. The timing of the cost reductions does not necessarily coincide with the timing of decreases in revenues, but is anticipated to provide future benefit in the form of lower expenses. While we have reduced certain costs, we also plan to maintain a level of spending sufficient for us to be in a position to grow if and when economic conditions improve.

RECENT ACCOUNTING PRONOUNCEMENTS

In December 2002, the FASB issued SFAS No. 148, "Accounting for Stock-Based Compensation-Transition and Disclosure-an amendment of SFAS No. 123." This amendment provides alternative methods of transition for a voluntary change to the fair value based method of accounting for stock-based employee compensation. In addition, this statement amends the disclosure requirement of SFAS No. 123 to require prominent disclosures in both annual and interim financial statements about the method of accounting for stock-based employee compensation and the effect of the method used on reported results. SFAS No. 148 is effective for fiscal years ending after December 15, 2002. We continue to account for stock-based compensation according to Accounting Principles Board ("APB") No. 25, "Accounting for Stock Issued to Employees". The adoption of SFAS No. 148 in the first quarter of 2003 required us to provide prominent disclosures about the effects of SFAS No. 123 on reported income and required it to disclose these effects in the interim financial statements (see Note 5 to the Condensed Consolidated Financial Statements).

In April 2003, the FASB issued SFAS No. 149, "Amendment of Statement 133 on Derivative Instruments and Hedging Activities." This Statement amends and clarifies accounting for derivative instruments, including certain derivative instruments embedded in other contracts, and for hedging activities under SFAS No. 133. SFAS No. 149 is effective for contracts entered into or modified after June 30, 2003, for hedging relationships designated after June 30, 2003, and to certain preexisting contracts. We do not expect the adoption of SFAS No. 149 will have a material impact on our financial position, cash flows or results of operations.

In May 2003, the FASB issued SFAS No. 150, "Accounting for Certain Financial Instruments with Characteristics of Both Liabilities and Equity" ("SFAS 150"). SFAS 150 changes the accounting for certain financial instruments that under previous guidance issuers could account for as equity. It requires that those instruments be classified as liabilities in balance sheets. The guidance in SFAS 150 is generally effective for all financial instruments entered into or modified after May 31, 2003, and otherwise is effective on July 1, 2003. The Company does not expect the adoption of SFAS 150 to have a material impact on its financial position, cash flows or results of operations.

FACTORS THAT MAY AFFECT FUTURE PERFORMANCE.

We operate in a very competitive and rapidly changing environment that involves numerous risks and uncertainties, some of which are beyond our control. In addition, our clients and we are affected by the economy. The following section discusses many, but not all, of these risks and uncertainties.

Economic Conditions. Our revenues and results of operations are influenced by economic conditions in general and more particularly by business conditions in the IT industry. A general economic downturn or recession, anywhere in the world, could negatively effect demand for our products and services and may substantially reduce existing and potential client information technology-related budgets. The current economic downturn in the United States and globally has led to constrained IT spending which has impacted our business and may materially and adversely affect our business, financial condition and results of operations, including the ability to maintain continued customer renewals and achieve contract value, backlog and deferred events revenue. To the extent our clients are in the IT industry, the severe decline in that sector has also had a significant impact on IT spending.

Acts of Terrorism or War. Acts of terrorism, acts of war and other unforeseen events, may cause damage or disruption to our properties, business, employees, suppliers, distributors and clients, which could have an adverse effect on our business, financial condition and operating results. Such events may also result in an economic slowdown in the United States or elsewhere, which could adversely affect our business, financial condition and operating results.

Competitive Environment. We face direct competition from a significant number of independent providers of information products and services. We also compete indirectly against consulting firms and other information providers, including electronic and print media companies, some of which may have greater financial, information gathering and marketing resources than we do. These indirect competitors could choose to compete directly with us in the future. In addition, limited barriers to entry exist in the markets in which we do business. As a result, additional new competitors may emerge and existing competitors may start to provide additional or complementary services. Additionally, technological advances may provide increased competition from a variety of sources. However, we believe the breadth and depth of our research assets position us well versus our competition. Although our market share has been increasing, increased competition may result in loss of market share, diminished value in our products and services, reduced pricing and increased marketing expenditures. We may not be successful if we cannot compete effectively on quality of research and analysis, timely delivery of information, customer service, the ability to offer products to meet changing market needs for information and analysis, or price.

Renewal of Research Business by Existing Clients. Some of our success depends on renewals of our subscription-based research products and services, which constituted 56% of total revenues for the first six months of 2003 and 2002. These research subscription agreements have terms that generally range from twelve to thirty months. Our ability to maintain contract renewals is subject to numerous factors, including those described in this Quarterly Report. Client retention rates were 75% for both the second quarters of 2003 and 2002. Any material decline in retention rates or the amount of spending by clients could have an adverse impact on our revenues and our financial condition.

Non-Recurring Consulting Engagements. Consulting segment revenues constituted 31% and 32% of total revenues for the first six months of 2003 and 2002, respectively. Such consulting engagements typically are project-based and non-recurring. Our ability to replace consulting engagements is subject to numerous factors, including those described in this Quarterly Report. Any material decline in our ability to replace consulting arrangements could have an adverse impact on our revenues and our financial condition.

Hiring and Retention of Employees. Our success depends heavily upon the quality of our senior management, research analysts, consultants, sales and other key personnel. We face competition for the limited pool of these qualified professionals from, among others, technology companies, market research firms, consulting firms, financial services companies and electronic and print media companies, some of which have a greater ability to attract and compensate these professionals. Some of the personnel that we attempt to hire are subject to non-compete agreements that could impede our short-term recruitment efforts. Any failure to retain key personnel or hire and train additional qualified personnel, as required to support the evolving needs of clients or growth in our business, could adversely affect the quality of our products and services, and therefore, our future business and operating results.

Maintenance of Existing Products and Services. We operate in a rapidly evolving market, and our success depends upon our ability to deliver high quality and timely research and analysis to our clients. Any failure to continue to provide credible and reliable information that is useful to our clients could have a material adverse effect on future business and operating results. Further, if our predictions prove to be wrong or are not substantiated by appropriate research, our reputation may suffer and demand for our products and services may decline. In addition, we must continue to improve our methods for delivering our products and services in a cost-effective manner. Failure to increase and improve our electronic delivery capabilities could adversely affect our future business and operating results.

Introduction of New Products and Services. The market for our products and services is characterized by rapidly changing needs for information and analysis. To maintain our competitive position, we must continue to enhance and improve our products and services, develop or acquire new products and services in a timely manner, and appropriately position and price new products and services relative to the marketplace and our costs of producing them. Any failure to achieve successful client acceptance of new products and services could have a material adverse effect on our business, results of operations or financial position.

International Operations. A substantial portion of our revenues is derived from sales outside of North America. As a result, our operating results are subject to the risks inherent in international business activities, including general political and economic conditions in each country, changes in market demand as a result of exchange rate fluctuations and tariffs and other trade barriers, challenges in staffing and managing foreign operations, changes in regulatory requirements, compliance with numerous foreign laws and regulations, different or overlapping tax structures, higher levels of United States taxation on foreign income, and the difficulty of enforcing client agreements, collecting accounts receivable and protecting intellectual property rights in international jurisdictions. We rely on local distributors or sales agents in some international locations. If any of these arrangements are terminated by our agent or us, we may not be able to replace the arrangement on beneficial terms or on a timely basis or clients of the local distributor or sales agent may not want to continue to do business with us or our new agent.

Branding. We believe that our "Gartner" brand is critical to our efforts to attract and retain clients and that the importance of brand recognition will increase as competition increases. We may expand our marketing activities to promote and strengthen the Gartner brand and may need to increase our marketing budget, hire additional marketing and public relations personnel, expend additional sums to protect the brand and otherwise increase expenditures to create and maintain client brand loyalty. If we fail to effectively promote and maintain the Gartner brand, or incur excessive expenses in doing so, our future business and operating results could be materially and adversely impacted.

Investment Activities. We maintain investments in equity securities in private and publicly traded companies through direct ownership and through wholly and partially owned venture capital funds. The companies we invest in are primarily early to mid-stage IT-based and Internet-enabled businesses. There are numerous risks related to such investments, due to their nature and the volatile public markets, including significant delay or failure of anticipated returns. In addition, these entities may require additional financing to meet their cash and operational needs; however, there can be no assurance that such funds will be available to the extent needed at terms acceptable to the entities, if at all.

Indebtedness. We have incurred significant indebtedness through our 6% convertible notes, of which $362.6 million was outstanding at June 30, 2003, before reducing this balance for unamortized debt discount of $0.4 million. Additionally, we have a $200.0 million senior revolving credit facility under which we can incur significant additional indebtedness, although there were no amounts outstanding at June 30, 2003. The affirmative, negative and financial covenants of these debt facilities could limit our future financial flexibility. As a result of these covenants, our borrowing availability at June 30, 2003 was $77.8 million. The associated debt service costs could impair future operating results. Our outstanding debt may limit the amount of cash or additional credit available to us, which could restrain our ability to expand or enhance products and services, respond to competitive pressures or pursue future business opportunities requiring substantial investments of additional capital. On the maturity date of the 6% convertible notes, April 17, 2005, we must satisfy any remaining notes for cash equal to the face amount of the notes plus accrued interest; if none of the notes have been redeemed or converted by that date, such amount will be $403.2 million. The payment of this amount could materially adversely impact our future business and operating results.

Convertible Notes. Since April 18, 2003, the holders of our 6% convertible notes (of which $362.6 million was outstanding at June 30, 2003) have the ability to elect to convert all or a portion of the notes to shares of our Class A Common Stock. If all or a substantial portion of the notes are converted, the note holders will own a substantial number of shares of our Class A Common Stock. At June 30, 2003, the notes were convertible into 48.7 million shares of our Class A Common Stock, which would constitute 38% of our combined Class A and Class B Common Stock outstanding on that date. This is based upon the conversion price of $7.45 per share. If the holders elect to convert the notes, we may redeem them. See "Indebtedness" above. If we do not redeem the notes and all or a substantial portion of the notes are converted, the holder of the notes (SLP) will become our largest shareholder (based upon our shareholder base as of June 30, 2003). This, in turn, may (1) give SLP the ability to exercise significant control over the Company; (2) create significant dilution for other shareholders; and (3) cause volatility in our stock price. If we want to redeem the convertible notes in response to the note holders' election to convert, or on our own under certain circumstances, there can be no assurance that we will be able to obtain sufficient capital on a commercially reasonable basis, or at all, in order to fund a redemption. Even if we could obtain sufficient capital to fund a redemption, it could materially adversely impact our future business and operating results.

Organizational and Product Integration Related to Acquisitions. We have made and may continue to make acquisitions of, or significant investments in, businesses that offer complementary products and services. The risks involved in each acquisition or investment include the possibility of paying more than the value we derive from the acquisition, dilution of the interests of our current stockholders or decreased working capital, increased indebtedness, the assumption of undisclosed liabilities and unknown and unforeseen risks, the ability to integrate successfully the operations and personnel of the acquired business, the ability to retain key personnel of the acquired company, the time to train the sales force to market and sell the products of the acquired company, the potential disruption of our ongoing business and the distraction of management from our business. The realization of any of these risks could adversely affect our business.

Enforcement of Our Intellectual Property Rights. We rely on a combination of copyright, patent, trademark, trade secret, confidentiality, non-compete and other contractual provisions to protect our intellectual property rights. Despite our efforts to protect our intellectual property rights, unauthorized third parties may obtain and use technology or other information that we regard as proprietary. Our intellectual property rights may not survive a legal challenge to their validity or provide significant protection for us. The laws of certain countries do not protect our proprietary rights to the same extent as the laws of the United States. Accordingly, we may not be able to protect our intellectual property against unauthorized third-party copying or use, which could adversely affect our competitive position. Our employees are subject to non-compete agreements. When the non-competition period expires, former employees may compete against us. If a former employee chooses to compete against us prior to the expiration of the non-competition period, there is no assurance that we will be successful in our efforts to enforce the non-compete provision.

Possibility of Infringement Claims. Third parties may assert infringement claims against us. Regardless of the merits, responding to any such claim could be time consuming, result in costly litigation and require us to enter into royalty and licensing agreements which may not be offered or available on reasonable terms. If a successful claim is made against us and we fail to develop or license a substitute technology, our business, results of operations or financial position could be materially adversely affected.

Potential Fluctuations in Operating Results. Our quarterly and annual operating income may fluctuate in the future as a result of many factors, including the timing of the execution of research contracts, which typically occurs in the fourth calendar quarter, the extent of completion of consulting engagements, the timing of symposia and other events, which also occur to a greater extent in the fourth calendar quarter, the amount of new business generated, the mix of domestic and international business, changes in market demand for our products and services, the timing of the development, introduction and marketing of new products and services, and competition in the industry. An inability to generate sufficient earnings and cash flow, and achieve our forecasts, may impact our operating and other activities. The potential fluctuations in our operating income could cause period-to-period comparisons of operating results not to be meaningful and may provide an unreliable indication of future operating results.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate Risk

As of June 30, 2003, we have exposure to market risk for changes in interest rates primarily from borrowings under long-term debt which consists of a $200.0 million unsecured senior revolving credit facility with JPMorgan Chase Bank and $362.6 million of 6% convertible subordinated notes. At June 30, 2003, there were no amounts outstanding under the revolving credit facility and our borrowing availability was $77.8 million. Under the revolving credit facility, the interest rate on borrowings is LIBOR plus an additional 100 to 200 basis points based on our debt-to-EBITDA ratio. We believe that an increase or decrease of 10% in the effective interest rate on available borrowings from our senior revolving credit facility, if fully utilized, would not have a material effect on our future results of operations. If markets were to decline, we could be required to accrue interest on the 6% convertible debt that would exceed those based on current market rates. Each 25 basis point decrease in interest would have an associated annual opportunity cost of approximately $0.9 million based on the June 30, 2003 balance. Each 25 basis point increase or decrease in interest rates would have an approximate $0.5 million annual effect under the revolving credit facility if fully utilized.

Investment Risk

We are exposed to market risk as it relates to changes in the market value of our equity investments. We invest in equity securities of public and private companies directly and through SI I, a wholly-owned affiliate, and SI II, of which we own 34%. SI I and SI II are engaged in making venture capital investments in early to mid-stage IT-based or Internet-enabled companies. As of June 30, 2003, we had investments in equity securities totaling $11.6 million. Unrealized gains and losses net of deferred taxes are recorded as a separate component of accumulated other comprehensive income (loss) in the stockholders' deficit section of the Consolidated Balance Sheets. These investments are inherently risky as the businesses are typically in early development stages and may never develop. Further, certain of these investments are in publicly traded companies whose shares are subject to significant market price volatility. Adverse changes in market conditions and poor operating results of the underlying investments may result in us incurring additional losses or an inability to recover the original carrying value of our investments. If there were a 100% adverse change in the value of our equity portfolio as of June 30, 2003, this would result in a non-cash impairment charge of $11.8 million. We are continuing efforts to sell all of our investments owned through SI I and SI II.

Foreign Currency Exchange Risk

We face two risks related to foreign currency exchange: translation risk and transaction risk. Amounts invested in our foreign operations are translated into U.S. dollars at the exchange rates in effect at the balance sheet date. The resulting translation adjustments are recorded as a component of accumulated other comprehensive income (loss) in the stockholders' deficit section of the Consolidated Balance Sheets. Our foreign subsidiaries generally collect revenues and pay expenses in currencies other than the United States dollar. Since the functional currency of our foreign operations are generally denominated in the local currency of our subsidiaries, the foreign currency translation adjustments are reflected as a component of stockholders' equity and do not impact operating results. Revenues and expenses in foreign currencies translate into higher or lower revenues and expenses in U.S. dollars as the U.S. dollar weakens or strengthens against other currencies. Therefore, changes in exchange rates may negatively affect our consolidated revenues and expenses (as expressed in U.S. dollars) from foreign operations. Currency transaction gains or losses arising from transactions in currencies other than the functional currency are included in results of operations.

From time to time we enter into foreign currency forward exchange contracts or other derivative financial instruments to hedge the effects of adverse fluctuations in foreign currency exchange rates. At June 30, 2003, we had two foreign currency forward contracts outstanding. Foreign exchange forward contracts are reflected at fair value with gains and losses recorded currently in earnings.

The following table presents information about our foreign currency forward contracts outstanding as of June 30, 2003, expressed in millions of U.S. dollar equivalents.

Currency Purchased	Currency Sold	Contract Amount	Forward Rate	Expiration Date
Great Britain Pound	US Dollars	$ 2.6	0.5982	July 24, 2003
Great Britain Pound	Euro	$ 2.4	0.6967	July 24, 2003

The gains and losses on these contracts at June 30, 2003 were not significant.

ITEM 4. CONTROLS AND PROCEDURES

We have established disclosure controls and procedures that are designed to ensure that the information we are required to disclose in our reports filed under the Securities Exchange Act of 1934, as amended (the "Act"), is recorded, processed, summarized and reported in a timely manner. Specifically, these controls and procedures ensure that the information is accumulated and communicated to our executive management team, including our chief executive officer and our chief financial officer, to allow timely decisions regarding required disclosure.

Management conducted an evaluation, as of June 30, 2003, of the effectiveness and design of our disclosure controls and procedures, under the supervision and with the participation of our chief executive officer and chief financial officer. Based upon that evaluation, our chief executive officer and chief financial officer have concluded that the Company's disclosure controls and procedures are effective in alerting them in a timely manner to material Company information required to be disclosed by us in reports filed under the Act.

In addition, there have been no significant changes in the Company's internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II OTHER INFORMATION

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits

EXHIBIT NUMBER	DESCRIPTION OF DOCUMENT
4.4d	Amendment No. 5 to the Amended and Restated Credit Agreement dated as of June 30, 2003.
10.5a	2002 Employee Stock Purchase Plan, As Amended and Restated February 5, 2003
31.1	Certification of chief executive officer under Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of chief financial officer under Section 302 of the Sarbanes-Oxley Act of 2002.
32	Certification under Section 906 of the Sarbanes-Oxley Act of 2002.

(b) Reports on Form 8-K

The Company filed a Report on Form 8-K dated May 6, 2003 to furnish the Company's press release issued May 6, 2003, with respect to financial results for Gartner, Inc. for the quarter ended March 31, 2003.

Items 1, 2, 3, 4, and 5 of Part II are not applicable and have been omitted.

SIGNATURE

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

Gartner, Inc.

Date August 14, 2003

/s/ Maureen E.O'Connell

Maureen E. O'Connell
Executive Vice President
and Chief Financial Officer
(Principal Financial and
Accounting Officer)

AMENDMENT NO. 5, dated as of June 30, 2003 (this "Amendment"), in respect of the Credit Agreement dated as of July 16, 1999, as amended and restated as of July 17, 2000, as further amended by Amendment No. 3 dated as of May 30, 2002, as further amended by Amendment No. 4 dated as of March 31, 2003 (as heretofore amended, the "Credit Agreement" and, as amended by this Amendment, the "Amended Credit Agreement"), among Gartner, Inc. (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, as Administrative Agent (in such capacity, the "Administrative Agent").

The Borrower has requested that the Credit Agreement be amended to effect the amendment set forth below, and the parties hereto are willing so to amend the Credit Agreement. Each capitalized term used but not defined herein has the meaning assigned thereto in the Amended Credit Agreement.

In consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto hereby agree, on the terms and subject to the conditions set forth herein, as follows:

SECTION 1. Amendment. Upon the effectiveness of this Amendment as provided in Section 3 below, the Credit Agreement shall be amended as follows:

(a) The definition of "Consolidated EBITDA" in Section 1.01 of the Credit Agreement is deleted in its entirety and is replaced with the following definition:

"Consolidated EBITDA" means, for any period, Consolidated Net Income for such period plus (a) without duplication and to the extent deducted in determining such Consolidated Net Income, the sum of (i) consolidated interest expense for such period, (ii) consolidated income tax expense for such period, (iii) all amounts attributable to depreciation and amortization for such period, (iv) any extraordinary noncash charges for such period, (v) any noncash nonrecurring charges for such period, and (vi) in the case of the fiscal quarters ended December 31, 2002 and March 31, 2003, restructuring charges in the amounts of $31,000,000 and $5,000,000, respectively, and minus (b) without duplication and to the extent included in determing such Consolidated Net Income, any extraordinary gains and nonrecurring gains for such period, all determined on a consolidated basis in accordance with GAAP.

SECTION 2. Representations and Warranties. The Borrower represents and warrants as of the date hereof to each of the Lenders that:

(a) Before and after giving effect to this Amendment, the representations and warranties set forth in the Credit Agreement and the other Loan Documents are true and correct in all material respects with the same effect as if made on the date hereof, except to the extent such representations and warranties expressly relate to an earlier date; and

(b) Immediately before and after giving effect to this Amendment, no Event of Default or Default has occurred and is continuing.

SECTION 3. Conditions to Effectiveness. The amendment set forth in Section 1 of this Amendment shall become effective, as of the date hereof, on the date (the "Amendment Closing Date") on which the Administrative Agent shall have received (a) counterparts of this Amendment that, when taken together, bear the signatures of the Borrower, the Administrative Agent, the Subsidiary Loan Parties and the Required Lenders, (b) an amendment fee, for distribution to each Lender that has returned a signed counterpart of this Amendment to the Administrative Agent or its counsel by 5:00 p.m. New York City time on July 11, 2003, equal to 0.125% of the aggregate Commitments of each such signing Lender and (c) payment of all fees and expenses (to the extent invoiced prior to the Amendment Closing Date) payable to JPMorgan Chase Bank and J.P. Morgan Securities Inc. in connection with this Amendment. The provisions of Section 1 shall terminate and cease to be of any force or effect if the Amendment Closing Date shall not have occurred on or prior to July 15, 2003.

SECTION 4. Agreement. Except as specifically stated herein, the provisions of the Credit Agreement are and shall remain in full force and effect. As used therein, the terms "Credit Agreement", "herein", "hereunder", "hereinafter", "hereto", "hereof" and words of similar import shall, unless the context otherwise requires, refer to the Amended Credit Agreement. The Subsidiary Loan Parties are executing this Amendment to confirm that their obligations under the Guarantee Agreement, the Pledge Agreement and the Indemnity, Subrogation and Contribution Agreement remain in full force and effect with respect to the Amended Credit Agreement and all references in the Guarantee Agreement, the Pledge Agreement and the Indemnity, Subrogation and Contribution Agreement to the Credit Agreement shall hereafter be deemed to refer to the Amended Credit Agreement.

SECTION 5. Applicable Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract.

SECTION 7. Expenses. The Borrower agrees to reimburse the Administrative Agent for all reasonable out-of-pocket expenses incurred by it in connection with this Amendment, including the reasonable fees, charges and disbursements of Cravath, Swaine & Moore, counsel for the Administrative Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first written above.

GARTNER, INC.,
by /s/ Lisa Nadler
Name: Lisa Nadler
Title: SVP, Treasurer

COMPUTER AND COMMUNICATION INFORMATION GROUP, INC.,
by /s/ Lisa Nadler
Name: Lisa Nadler
Title: SVP, Treasurer

DATAQUEST INCORPORATED,
by /s/ Lisa Nadler
Name: Lisa Nadler
Title: SVP, Treasurer

GARTNER (KOREA) INC.,
by /s/ Lisa Nadler
Name: Lisa Nadler
Title: SVP, Treasurer

DECISION DRIVERS, INC.,
by /s/ Lisa Nadler
Name: Lisa Nadler
Title: SVP, Treasurer

GARTNER FUND I, INC.,
by /s/ Lisa Nadler
Name: Lisa Nadler
Title: SVP, Treasurer

GARTNER ENTERPRISES LTD.,
by /s/ Lisa Nadler
Name: Lisa Nadler
Title: SVP, Treasurer

GARTNER SHAREHOLDINGS INC.,
by /s/ Lisa Nadler
Name: Lisa Nadler
Title: SVP, Treasurer

G.G. GLOBAL HOLDINGS, INC.,

by /s/ Lisa Nadler

Name: Lisa Nadler

Title: SVP, Treasurer

G.G CREDIT INC.,

by /s/ Lisa Nadler

Name: Lisa Nadler

Title: SVP, Treasurer

G.G. WEST CORPORATION,

by /s/ Lisa Nadler

Name: Lisa Nadler

Title: SVP, Treasurer

GRIGGS-ANDERSON, INC.,

by /s/ Lisa Nadler

Name: Lisa Nadler

Title: SVP, Treasurer

THE RESEARCH BOARD, INC.,

by /s/ Lisa Nadler

Name: Lisa Nadler

Title: SVP, Treasurer

THE WARNER GROUP,

by /s/ Lisa Nadler

Name: Lisa Nadler

Title: SVP, Treasurer

VISION EVENTS INTERNATIONAL, INC.,

by /s/ Lisa Nadler

Name: Lisa Nadler

Title: SVP, Treasurer

G.G CANADA, INC.,

by /s/ Lisa Nadler

Name: Lisa Nadler

Title: SVP, Treasurer

JPMORGAN CHASE BANK,
individually and as
Administrative Agent,

By /s/ T. David Short

Name: T. David Short
Title: Vice President

Signature Page to GARTNER, INC.
Amendment No. 5 dated as of June 30, 2003

Name of Institution

Banco Espirito Santo S.A.,
Nassau Branch

By /s/ Andrew M. Orsen

Name: Andrew M. Orsen
Title: Vice President

By /s/ Terry R. Hull

Name: Terry R. Hull
Title: Senior Vice President

Signature Page to GARTNER, INC.
Amendment No. 5 dated as of June 30, 2003

Name of Institution

Bank of America, N.A.

by /s/ John E. Williams

Name: John E. Williams
Title: Managing Director

Signature Page to GARTNER, INC.
Amendment No. 5 dated as of June 30, 2003

Name of Institution

Bank Leumi USA

By /s/ Shirly Yechilevich

Name: Shirly Yechlevid
Title: AVP

By /s/ Michaela Klein

Name: Michaela Klein
Title: SVP

Signature Page to GARTNER, INC.
Amendment No. 5 dated as of June 30, 2003

Name of Institution

The Bank of New York

By /s/ Robert W. Pierson

Name: Robert W. Pierson
Title: Vice President

Signature Page to GARTNER, INC.
Amendment No. 5 dated as of June 30, 2003

Name of Institution

The Bank of Nova Scotia

By /s/ John W. Campbell

Name: John W. Campbell
Title: Managing Director

Signature Page to GARTNER, INC.
Amendment No. 5 dated as of June 30, 2003

Name of Institution

Bank One

By /s/ Ronald Edwards

Name: Ronald Edwards
Title: Director

Signature Page to GARTNER, INC.
Amendment No. 5 dated as of June 30, 2003
Name of Institution

Citizens Bank of Massachusetts

By /s/ William M. Clossey

Name: William M. Clossey
Title: Assistant Vice President

Signature Page to GARTNER, INC.
Amendment No. 5 dated as of June 30, 2003
Name of Institution

Comerica Bank

By /s/ Stacey V. Judd

Name: Stacey V. Judd
Title: Account Officer

Signature Page to GARTNER, INC.
Amendment No. 5 dated as of June 30, 2003
Name of Institution

Credit Suisse First Boston, Acting
Through Its Cayman Islands Branch

By /s/ Robert Hetu

Name: Robert Hetu
Title:Director

By /s/ Doreen B. Welch

Name: Doreen B. Welch
Title: Associate

Signature Page to GARTNER, INC.
Amendment No. 5 dated as of June 30, 2003
Name of Institution

Deutsche Bank AG New York
Branch and/or Cayman Islands
Branch

By /s/ David G. Dickinson Jr.

Name: David G. Dickinson Jr.
Title: Vice President

By /s/ Christopher S. Hall

Name: Christopher S. Hall
Title: Managing Director

Signature Page to GARTNER, INC.
Amendment No. 5 dated as of June 30, 2003
Name of Institution

Fleet National Bank

By /s/ John B. Desmond

Name: John B. Desmond
Title: Director

Signature Page to GARTNER, INC.
Amendment No. 5 dated as of June 30, 2003
Name of Institution

IBM CREDIT LLC, formerly
IBM CREDIT CORPORATION

By /s/ Steven A. Flanagan

Name: Steven A. Flanagan
Title: Manager, Global Special Handling

Signature Page to GARTNER, INC.
Amendment No. 5 dated as of June 30, 2003
Name of Institution

PEOPLE'S BANK

By /s/ David K. Sherrill

Name: David K. Sherrill
Title: Vice President

Signature Page to GARTNER, INC.
Amendment No. 5 dated as of June 30, 2003
Name of Institution

SUNTRUST BANK

By /s/ Frank A. Coe

Name: Frank A. Coe
Title: Vice President

Signature Page to GARTNER, INC.
Amendment No. 5 dated as of June 30, 2003
Name of Institution

WACHOVIA BANK, NATIONAL ASSOCIATION

By /s/ Daniel L. Evans

Name: Daniel L. Evans
Title: Managing Director

Signature Page to GARTNER, INC.
Amendment No. 5 dated as of June 30, 2003
Name of Institution

Mizuho Corporate Bank, Ltd.

By /s/ Bertram H. Tang

Name: Bertram H. Tang
Title: VP & Team Leader

EXHIBIT 10.5a

GARTNER, INC.

2002 EMPLOYEE STOCK PURCHASE PLAN

As Amended and Restated February 5, 2003

The following constitute the provisions of the 2002 Employee Stock Purchase Plan of Gartner, Inc.

1. PURPOSE.

The purpose of the Plan is to provide employees of the Company and its Designated Subsidiaries with an opportunity to purchase Common Stock of the Company through accumulated payroll deductions. It is the intention of the company to have the Plan qualify as an "Employee Stock Purchase Plan" under Section 423 of the Internal Revenue Code of 1986, as amended. The provisions of the Plan, accordingly, shall be construed so as to extend and limit participation in a manner consistent with the requirements of that section of the Code.

2. DEFINITIONS.

(a) "Board" shall mean the Board of Directors of the Company.

(b) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(c) "Common Stock" shall mean the Class A Common Stock, par value $.0005, of the Company.

(d) "Company" shall mean Gartner, Inc.

(e) "Compensation" shall mean all base straight time gross earnings, payments for overtime, shift premium, incentive compensation, incentive payments, bonuses, and commissions.

(f) "Designated Subsidiaries" shall mean the Subsidiaries which have been designated by the Board from time to time in its sole discretion as eligible to participate in the Plan.

(g) "Employee" shall mean any individual who is an employee of the Company for purposes of tax withholding under the Code whose customary employment with the Company or any Designated Subsidiary is at least twenty (20) hours per week. For purposes of the Plan, the employment relationship shall be treated as continuing intact while the individual is on sick leave or other leave of absence approved by the Company. Where the period of leave exceeds 90 days and the individual's right to reemployment is not guaranteed either by statute or by contract, the employment relationship will be deemed to have terminated on the 91st day of such leave.

(h) "Enrollment Date" shall mean the first day of each Offering Period.

(i) "Exercise Date" shall mean the last day of each Offering Period, or, with respect to an Extended Offering Period shall mean the last day of each Purchase Period.

(j) "Extended Offering Period" shall mean a period of approximately twenty-four (24) months, commencing on the date or dates so specified by the Board, during which options granted pursuant to the Plan may be exercised. The duration, commencement and termination of Extended Offering Periods may be changed pursuant to Section 4 of this Plan.

(k) "Fair Market Value" shall mean, as of any date, the value of Common Stock determined as follows:

(1) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the National Market System of the National Association of Securities Dealers, Inc. Automated Quotation ("NASDAQ") System, its Fair Market Value shall be the closing sales price for the Common

Stock (or the closing bid, if no sales were reported), as quoted on such system or exchange (or the exchange with the greatest volume of trading in Common Stock) on the date of such determination (or, if not a market trading day, then the last market trading day prior to the date of determination), as reported in The Wall Street Journal or such other source as the Board deems reliable; or

(2) If the Common Stock is quoted on the NASDAQ system (but not on the National Market System thereof) or is regularly quoted by a recognized securities dealer but selling prices are not reported, its Fair Market Value shall be the mean between the high bid and low asked prices for the Common Stock on the date of such determination, as reported in The Wall Street Journal or such other source as the Board deems reliable; or

(3) In the absence of an established market for the Common Stock, the Fair Market Value thereof shall be determined in good faith by the Board.

(l) "Offering Period" shall mean a period of approximately six (6) months, commencing on the first Trading Day on or after March 1 and terminating on the last Trading Day in the period ending the following August 31, or commencing on the first Trading Day on or after September 1 and terminating on the last Trading Day in the period ending the following February 28/29, during which options granted pursuant to the Plan may be exercised, except that with respect to the Offering Period commencing after the date of this Amended and Restated Plan, such Offering Period shall run from September 1, 2003 and terminate on the last Trading Day in the period ending February 29, 2004. The duration, commencement and termination of Offering Periods may be changed pursuant to Section 4 of this Plan.

(m) "Participant" shall mean an Employee who elects to participate in the Plan during the applicable Offering Period.

(n) "Plan" shall mean this 2002 Employee Stock Purchase Plan.

(o) "Purchase Period" shall mean, with respect to an Extended Offering Period, the approximately six (6) month period commencing after one Exercise Date and ending with the next Exercise Date, except that the first Purchase Period of any Extended Offering Period shall commence on the Enrollment Date and end with the next Exercise Date. The duration, commencement and termination of Purchase Periods may be changed pursuant to Section 4 of this Plan.

(p) "Purchase Price" shall mean an amount equal to 85% of the Fair Market Value of a share of Common Stock on the Enrollment Date or on the Exercise Date, whichever is lower.

(q) "Reserves" shall mean the number of shares of Common Stock covered by each option under the Plan which have not yet been exercised and the number of shares of Common Stock which have been authorized for issuance under the Plan but not yet placed under option.

(r) "Subsidiary" shall mean a corporation, domestic or foreign, of which not less than 50% of the voting shares are held by the Company or a Subsidiary, whether or not such corporation now exists or is hereafter organized or acquired by the Company or a Subsidiary.

(s) "Trading Day" shall mean a day on which national stock exchanges and the NASDAQ System are open for trading.

3. ELIGIBILITY.

(a) Any Employee who shall be employed by the Company on a given Enrollment Date shall be eligible to participate in the Plan.

(b) Any provisions of the Plan to the contrary notwithstanding, no Employee shall be granted an option under the Plan (i) to the extent, immediately after the grant, such Employee (or any other person whose stock would be attributed to such Employee pursuant to Section 424(d) of the Code) would own capital stock of the Company and/or hold outstanding options to purchase such stock possessing five percent (5%) or more of the total combined voting power or value of all classes of the capital stock of the Company or of any Subsidiary, or (ii) to the extent his or her rights to purchase stock under all employee stock purchase plans of the Company and its subsidiaries to accrue at a rate which exceeds Twenty-Five Thousand Dollars ($25,000) worth of stock (determined at the fair market value of the shares at the time such option is granted) for each calendar year in which such option is outstanding at any time, as same shall automatically be adjusted if this dollar amount set forth in the Code is adjusted.

4. OFFERING PERIODS. The Plan shall be implemented by consecutive Offering Periods with a new Offering Period commencing on the first Trading Day on or after March 1 and September 1 each year, or on such other dates as the Board shall determine, and continuing thereafter until terminated in accordance with Section 19 hereof. The Board shall have the power: (i) to change the duration, commencement and termination of Offering Periods and/or Purchase Periods with respect to future offerings without stockholder approval if such change is announced at least ten (10) days prior to the scheduled beginning of the first Offering Period or Purchase Period to be effective thereafter, (ii) to implement Extended Offering Periods, and (iii) to implement overlapping Offering Periods and/or overlapping Extended Offering Periods.

5. PARTICIPATION.

(a) An eligible Employee may become a Participant in the Plan by completing a subscription agreement authorizing payroll deductions in the form of Exhibit A to this Plan and filing it with the Company's HR department prior to the applicable Enrollment Date.

(b) Payroll deductions for a Participant shall commence on the first payroll following the Enrollment Date and shall end on the last payroll in the Offering Period to which such authorization is applicable, unless sooner terminated by the Participant as provided in Section 10 hereof.

6. PAYROLL DEDUCTIONS.

(a) At the time a Participant files his or her subscription agreement, he or she shall elect to have payroll deductions made on each pay day during the Offering Period or Extended Offering Period in an amount not less than one percent (1%) and not exceeding ten percent (10%) of the Compensation which he or she receives on each pay day during the Offering Period or Extended Offering Period, and the aggregate of such payroll deductions during the Offering Period or Extended Offering Period shall not exceed ten percent (10%) of the Participant's Compensation during said Offering Period or Extended Offering Period.

(b) All payroll deductions made for a Participant shall be credited to his or her account under the Plan and will be withheld in whole percentages only. A Participant may not make any additional payments into such account.

(c) A Participant may discontinue his or her participation in the Plan as provided in Section 10 hereof, or may increase or decrease the rate of his or her payroll deductions during the Offering Period by completing or filing with the Company a new subscription agreement authorizing a change in payroll deduction rate. A Participant may not change his or her payroll deduction rate, either by increasing or decreasing such rate, more than once during an Offering Period. The Board may, in its discretion, adjust the number of participation rate changes permitted during any Offering Period or Purchase Period. The change in rate shall be effective with the first full payroll period following ten (10) business days after the Company's receipt of the new subscription agreement unless the Company elects to process a given change in participation more quickly. A Participant's subscription agreement shall remain in effect for successive Offering Periods and Purchase Period unless terminated as provided in Section 10 hereof.

(d) Notwithstanding the foregoing, to the extent necessary to comply with Section 423(b)(8) of the Code as the same may be amended and Section 3(b) hereof, a Participant's payroll deductions may be decreased to 0% at such time during any Offering Period or Purchase Period which is scheduled to end during the current calendar year (the "Current Period") that the aggregate of all payroll deductions which were previously used to purchase stock under the Plan in a prior Offering Period or Purchase Period which ended during that calendar year plus all payroll deductions accumulated with respect to the Current Period equal $21,250, as the same shall automatically be adjusted if the dollar amount set forth in the Code is adjusted. Payroll deductions shall recommence at the rate provided in such Participant's subscription agreement at the beginning of the first Offering Period or Purchase Period which is scheduled to end in the following calendar year, unless terminated by the Participant as provided in Section 10 hereof.

(e) At the time the option is exercised, in whole or in part, or at the time some or all of the Company's Common Stock issued under the Plan is disposed of, the Participant must make adequate provision for the Company's federal, state, or other tax withholding obligations, if any, which arise upon the exercise of the option or the disposition of the Common Stock. At any time, the Company may, but will not be obligated to, withhold from the Participant's compensation the amount necessary for the Company to meet applicable withholding obligations, including any withholding required to make available to the Company any tax deductions or benefits attributable to sale or early disposition of the Common Stock by the Employee.

7. GRANT OF OPTION. On the Enrollment Date of each Offering Period, each eligible Employee participating in such Offering Period shall be granted an option to purchase on the Exercise Date of such Offering Period (at the applicable Purchase Price) up to a number of shares of the Company's Common Stock determined by dividing such Employee's payroll deductions accumulated prior to such Exercise Date and retained in the Participant's account as of the Exercise Date by the applicable Purchase Price; provided that in no event shall an Employee be permitted to purchase during each Offering Period (or, with respect to an Extended Offering Period, during each six-month Purchase Period) more than a number of Shares determined by dividing $12,500, as the same shall be automatically adjusted upon any adjustments in the dollar amount set forth in the Code, by the Fair Market Value of a share of the Company's Common Stock on the Enrollment Date, and provided further that such purchase shall be subject to the limitations set forth in Sections 3(b) and 12 hereof. Exercise of the option shall occur as provided in Section 8 hereof, unless the Participant has withdrawn pursuant to Section 10 hereof, and shall expire on the last day of the Offering Period.

8. EXERCISE OF OPTION. Unless a Participant withdraws from the Plan as provided in Section 10 hereof, his or her option for the purchase of shares will be exercised automatically on the Exercise Date, and the maximum number of full shares subject to the option shall be purchased for such Participant at the applicable Purchase Price with the accumulated payroll deductions in his or her account. No fractional shares will be purchased; any payroll deductions accumulated in a Participant's account which are not sufficient to purchase a full share shall be retained in the Participant's account for the subsequent Offering Period or Purchase Period, subject to earlier withdrawal by the Participant as provided in Section 10 hereof. Any other monies left over in a Participant's account after the Exercise Date shall be returned to the Participant. During a Participant's lifetime, a Participant's option to purchase shares hereunder is exercisable only by him or her.

9. DELIVERY. As promptly as practicable after each Exercise Date on which a purchase of shares occurs, the Company shall have the shares purchased upon the exercise of the option listed in street name with a brokerage company of the Company's choice (the "Broker of Deposit").

10. WITHDRAWAL; TERMINATION OF EMPLOYMENT.

(a) A Participant may withdraw all the payroll deductions credited to his or her account and not yet used to exercise his or her option under the Plan at any time prior to the 15th day before the end of an Offering Period by giving written notice to the Company in the form of Exhibit B to this Plan. All of the Participant's payroll deductions credited to his or her account will be paid to such Participant promptly after receipt of notice of withdrawal without interest and such Participant's option for the Offering Period will be automatically terminated, and no further payroll deductions for the purchase of shares will be made for such Offering Period. If a Participant withdraws from an Offering Period, payroll deductions will not resume at the beginning of the succeeding Offering Period unless the Participant delivers to the Company a new subscription agreement. A Participant may not make a partial withdrawal of payroll deductions.

(b) Upon a Participant's ceasing to be an Employee (as defined in Section 2(g) hereof), for any reason, including by virtue of him or her having failed to remain an Employee of the Company for at least twenty (20) hours per week during an Offering Period in which the Employee is a Participant, he or she will be deemed to have elected to withdraw from the Plan and the payroll deductions credited to such Participant's account during the Offering Period but not yet used to exercise the option will be returned to such Participant or, in the case of his or her death, to the person or persons entitled thereto under Section 14 hereof, and such Participant's option will be automatically terminated.

11. INTEREST. No interest shall accrue on the payroll deductions of a Participant in the Plan.

12. STOCK.

(a) The maximum number of shares of the Company's Common Stock which shall be made available for sale under the Plan shall be 4,000,000 shares, subject to adjustment upon changes in capitalization of the Company as provided in Section 18 hereof. If on a given Exercise Date the number of shares with respect to which options are to be exercised exceeds the number of shares then available under the Plan, the Company shall make a pro rata allocation of the shares remaining available for purchase in as uniform a manner as shall be practicable and as it shall determine to be equitable.

(b) The Participant will have no interest or voting right in shares covered by his or her option until such option has been exercised.

(c) Shares to be delivered to a Participant under the Plan will be registered in the name of the Participant or in the name of the Participant and his or her spouse as specified in the Participant's subscription agreement.

13. ADMINISTRATION.

(a) Administrative Body. The Plan shall be administered by the Board or a committee of members of the Board appointed by the Board. The Board or its committee shall have full and exclusive discretionary authority to construe, interpret and apply the terms of the Plan, to determine eligibility and to adjudicate all disputed claims filed under the Plan. Every finding, decision and determination made by the Board or its committee shall, to the full extent permitted by law, be final and binding upon all parties. Members of the Board who are eligible Employees are permitted to participate in the Plan, provided that:

(1) Members of the Board who are eligible to participate in the Plan may not vote on any matter affecting the administration of the Plan or the grant of any option pursuant to the Plan.

(2) If a committee is established to administer the Plan, no member of the Board who is eligible to participate in the Plan may be a member of the committee.

(b) Rule 16b-3 Limitations. Notwithstanding the provisions of Subsection (a) of this Section 13, in the event that Rule 16b-3 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or any successor provision ("Rule 16b-3") provides specific requirements for the administrators of plans of this type, the Plan shall be only administered by such a body and in such a manner as shall comply with the applicable requirements of Rule 16b-3. Unless permitted by Rule 16b-3, no discretion concerning decisions regarding the Plan shall be afforded to any committee whose members are not "non-employee directors" as that term is used in Rule 16b-3.

14. DESIGNATION OF BENEFICIARY.

(a) A Participant may file a written designation of a beneficiary who is to receive any shares and cash, if any, from the Participant's account under the Plan in the event of such Participant's death subsequent to an Exercise Date on which the option is exercised but prior to delivery to such Participant of such shares and cash. In addition, a Participant may file a written designation of a beneficiary who is to receive any cash from the Participant's account under the Plan in the event of such Participant's death prior to exercise of the option. If a Participant is married and the designated beneficiary is not the spouse, spousal consent shall be required for such designation to be effective.

(b) The Participant may change such designation of beneficiary at any time by written notice. In the event of the death of a Participant and in the absence of a beneficiary validly designated under the Plan who is living at the time of such Participant's death, the Company shall deliver such shares and/or cash to the executor or administrator of the estate of the Participant, or if no such executor or administrator has been appointed (to the knowledge of the Company), the Company, in its discretion, may deliver such shares and/or cash to the spouse or to any one or more dependents or relatives of the Participant, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

15. TRANSFERABILITY. Neither payroll deductions credited to a Participant's account nor any rights with regard to the exercise of an option or to receive shares under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution or as provided in Section 14 hereof) by the Participant. Any such attempt at assignment, transfer, pledge or other disposition shall be without effect, except that the Company may treat such act as an election to withdraw funds from an Offering Period in accordance with Section 10 hereof.

16. USE OF FUNDS. The Company may use all payroll deductions received or held by the Company under the Plan for any corporate purpose, and the Company shall not be obligated to segregate such payroll deductions.

17. REPORTS. Individual accounts will be maintained for each Participant in the Plan. Statements of account will be given to participating Employees at least annually, which statements will set forth the amounts of payroll deductions, the Purchase Price, the number of shares purchased and the remaining cash balance, if any.

18. ADJUSTMENTS UPON CHANGES IN CAPITALIZATION.

(a) Changes in Capitalization. Subject to any required action by the stockholders of the Company, the Reserves as well as the price per share of Common Stock covered by each option under the Plan which has not yet been exercised shall be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other increase or decrease in the number of shares of Common Stock effected without receipt of consideration by the Company; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration". Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to an option.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Offering Period will terminate immediately prior to the consummation of such proposed action, unless otherwise provided by the Board.

(c) Merger or Asset Sale. In the event of a proposed sale of all or substantially all of the assets of the Company, or the merger of the Company with or into another corporation, each option under the Plan shall be assumed or an equivalent option shall be substituted by such successor corporation or a parent or subsidiary of such successor corporation, unless the Board determines, in the exercise of its sole discretion and in lieu of such assumption or substitution, to shorten the Offering Period or Extended Offering Period(s) then in progress by setting a new Exercise Date (the "New Exercise Date") or to cancel each outstanding right to purchase and refund all sums collected from Participants during the Offering Period(s) or Extended Offering Period(s) then in progress. If the Board shortens the Offering Period(s) or Extended Offering Period(s) then in progress in lieu of assumption or substitution in the event of a merger or sale of assets, the Board shall notify each Participant in writing, at least ten (10) business days prior to the New Exercise Date, that the Exercise Date for his or her option has been changed to the New Exercise Date and that his or her option will be exercised automatically on the New Exercise Date, unless prior to such date he or she has withdrawn from the Offering Period(s) or Extended Offering Period(s) as provided in Section 10 hereof. For purposes of this paragraph, an option granted under the Plan shall be deemed to be assumed if, following the sale of assets or merger, the option confers the right to purchase, for each share of option stock subject to the option immediately prior to the sale of assets or merger, the consideration (whether stock, cash or other securities or property) received in the sale of assets or merger by holders of Common Stock for each share of Common Stock held on the effective date of the transaction (and if such holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Common Stock); provided, however, that if such consideration received in the sale of assets or merger was not solely common stock of the successor corporation or its parent (as defined in Section 424(e) of the Code), the Board may, with the consent of the successor corporation and the Participant, provide for the consideration to be received upon exercise of the option to be solely common stock of the successor corporation or its parent equal in fair market value to the per share consideration received by holders of Common Stock upon the sale of assets or merger.

The Board may, if it so determines in the exercise of its sole discretion, also make provision for adjusting the Reserves, as well as the price per share of Common Stock covered by each outstanding option, in the event the Company effects one or more reorganizations, recapitalization, rights offerings or other increases or reductions of shares of its outstanding Common Stock, and in the event of the Company being consolidated with or merged into any other corporation.

19. AMENDMENT OR TERMINATION.

(a) The Board may at any time and for any reason terminate or amend the Plan. Except as provided in Section 18 hereof, no such termination can affect options previously granted, provided that an Offering Period may be terminated by the Board on any Exercise Date if the Board determines that the termination of the Plan is in the best interests of the Company and its stockholders. Except as provided in Section 18 hereof, no amendment may make any change in any option theretofore granted which adversely affects the rights of any Participant. To the extent necessary to comply with Rule 16b-3 or under Section 423 of the Code (or any successor rule or provision or any other applicable law or regulation), the Company shall obtain stockholder approval in such a manner and to such a degree as required.

(b) Without stockholder consent and without regard to whether any Participant rights may be considered to have been "adversely affected," the Board (or its committee) shall be entitled to change the Offering Periods, Extended Offering Periods or Purchase Periods, limit the frequency and/or number of changes in the amount withheld during an Offering Period, Extended Offering Period or Purchase Period, establish the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, permit payroll withholding in excess of the amount designated by a Participant in order to adjust for delays or mistakes in the Company's processing of properly completed withholding elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Common Stock for each Participant properly correspond with amounts withheld from the Participant's Compensation, and establish such other limitations or procedures as the Board (or its committee) determines in its sole discretion advisable which are consistent with the Plan.

20. NOTICES. All notices or other communications by a Participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in

the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

21. CONDITIONS UPON ISSUANCE OF SHARES. Shares shall not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such shares pursuant thereto shall comply with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act of 1933, as amended, the Exchange Act, the rules and regulations promulgated thereunder, and the requirements of any stock exchange upon which the shares may then be listed, and shall be further subject to the approval of counsel for the Company with respect to such compliance.

As a condition to the exercise of an option, the Company may require the person exercising such option to represent and warrant at the time of any such exercise that the shares are being purchased only for investment and without any present intention to sell or distribute such shares if, in the opinion of counsel for the Company, such a representation is required by any of the aforementioned applicable provisions of law.

22. TERM OF PLAN. The Plan shall become effective on February 1, 2002 following its adoption by the Board and its approval by the stockholders of the Company. It shall continue in effect for a term of ten (10) years unless sooner terminated under Section 19 hereof.

23. ADDITIONAL RESTRICTIONS OF RULE 16b-3. The terms and conditions of options granted hereunder to, and the purchase of shares by, persons subject to Section 16 of the Exchange Act shall comply with the applicable provisions of Rule 16b-3. This Plan shall be deemed to contain, and such options shall contain, and the shares issued upon exercise thereof shall be subject to, such additional conditions and restrictions as may be required by Rule 16b-3 to qualify for the maximum exemption from Section 16 of the Exchange Act with respect to Plan transactions.

24. AUTOMATIC TRANSFER TO LOW PRICE EXTENDED OFFERING PERIOD. To the extent permitted by Rule 16b-3 of the Exchange Act, if the Fair Market Value of the Common Stock on any Exercise Date in an Extended Offering Period is lower than the Fair Market Value of the Common Stock on the Enrollment Date of such Extended Offering Period, then all Participants in such Extended Offering Period shall be automatically withdrawn from such Extended Offering Period immediately after the exercise of their option on such Exercise Date and automatically re-enrolled in the immediately following Extended Offering Period as of the first day thereof.

25. RULES FOR FOREIGN JURISDICTIONS.

(a) The Board (or its committee) may adopt rules or procedures relating to the operation and administration of the Plan to accommodate differences in local law, tax policy or custom. Without limiting the generality of the foregoing, rules and procedures may be adopted regarding handling of payroll deductions, payment of interest, conversion of local currency, payroll tax, withholding procedures and handling of stock certificates that vary depending on location.

(b) The Board (or its committee) may approve such supplements to, or amendments, restatements or alternative versions of this Plan as it may consider necessary or appropriate to accommodate differences in local law, tax policy or custom, without affecting the terms of this Plan as in effect for any other purpose, (including supplements, amendments, restatements and alternative versions designed to be outside the scope of Section 423 of the Code), provided that no such supplements, amendments, restatements or alternative versions shall include any provisions that are inconsistent with the terms of this Plan, as then in effect, unless the Plan could have been amended to eliminate such inconsistency without further approval by the stockholders of the Company.

EXHIBIT 31.1

CERTIFICATION

I, Michael D. Fleisher, certify that:

(1) I have reviewed this Quarterly Report on Form 10-Q of Gartner, Inc.;

(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

(4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and

c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

(5) The registrant's other certifying officer and I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Michael D. Fleisher
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Michael D. Fleisher
Chief Executive Officer
August 14, 2003

EXHIBIT 31.2

CERTIFICATION

I, Maureen E. O'Connell, certify that:

(1) I have reviewed this Quarterly Report on Form 10-Q (the "10-Q") of Gartner, Inc.;

(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

(4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and

c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

(5) The registrant's other certifying officer and I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Maureen E. O'Connell
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Maureen E. O'Connell
Chief Financial Officer
August 14, 2003

EXHIBIT 32

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Gartner, Inc. (the "Company") on Form 10-Q for the quarterly period ended June 30, 2003, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), as Chief Executive Officer of the Company and Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Michael D. Fleisher
- -----------------------
Name: Michael D. Fleisher
Title: Chief Executive Officer
Date: August 14, 2003

/s/ Maureen E. O'Connell
- ------------------------
Name: Maureen E. O'Connell
Title: Chief Financial Officer
Date: August 14, 2003

A signed original of this written statement required by Section 906 has been provided to Gartner, Inc. and will be retained by Gartner, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.