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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549**

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**FORM 8-K**

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

Date of Report (Date of earliest event reported)

**August 25, 2005**

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**GARTNER, INC.**

(Exact name of registrant as specified in its charter)

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**DELAWARE**

(State or Other Jurisdiction of  
Incorporation)

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**1-14443**

(Commission File Number)

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**04-3099750**

(IRS Employer  
Identification No.)

**P.O. Box 10212**

**56 Top Gallant Road**

**Stamford, CT 06902-7747**

(Address of Principal Executive Offices, including Zip Code)

**(203) 316-1111**

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.**

On August 25, 2005, the Compensation Committee of the Board of Directors of Gartner, Inc. (“Gartner”) revised its Executive Benefits Program (the “Program”) which covers all U.S. based executive officers. The Program now provides that Gartner will make a matching contribution to the Gartner manager deferred compensation plan equal to up to 4% of the executives’ salary.

**ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.**

**(c) Exhibits**

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
10.1	Executive Benefits Program

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**SIGNATURES**

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

Gartner, Inc.

Date: August 25, 2005

By: /s/ Christopher Lafond  
Christopher Lafond  
Executive Vice President,  
Chief Financial Officer

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**EXHIBIT INDEX**

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
10.1	Executive Benefits Program

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Gartner Operating Committee Members (U.S. Associates),

As a member of Gartner's Operating Committee employed in the United States, you play a vital role in the overall success of our corporate performance. To that end, you have been asked to collaborate across organizational lines and make or support those decisions that build the total organization's value. In recognition of this responsibility, you have the opportunity to participate in an executive benefits package intended to enhance the current benefits offered to you by Gartner.

These enhanced benefits include:

- Enhanced severance policy
- 35 Paid Time Off days
- \$15,000 annual payment to purchase the perquisites of your choice (grossed up for tax purposes)
- A Company match for deferrals to the Gartner Management Deferred Compensation Plan
- Annual executive medical exam

**Enhanced Severance Policy**

The role you play as a senior leader has a higher risk/reward than other roles. In order to ensure that you are focused on your responsibilities, we have included an enhanced severance policy as part of this package.

If you are terminated without Cause then you will be entitled to receive the following:

- your current annual base salary and PTO accrued through your termination date (up to a maximum of 25 days per year) plus continued base salary for a period of twelve months following the termination date, payable in accordance with Gartner's regular payroll schedule as in effect from time to time;
- all options and other exercisable rights vested as of the termination date held by you shall remain exercisable for 90 days following your termination date;
- reimbursement for COBRA premiums incurred, minus the contribution paid by active associates, to continue group health benefits (or, at Gartner's election, to obtain substantially similar health benefits through a third party carrier) for twelve months for you, your spouse and any eligible children, provided that you make the appropriate election; and
- no other compensation, severance or other benefits, except only that this provision shall not limit any benefits otherwise available to you in the case of a Change in Control.

If you are terminated without Cause during the 12 month period following a Change of Control, then all outstanding equity awards shall vest in full and be immediately exercisable, and shall remain exercisable for 12 months following the termination date.

“Cause” means (i) your failure to perform your assigned duties or responsibilities (other than a failure resulting from disability) in such a manner as to cause material loss, damage or injury to Gartner; (ii) gross negligence or serious misconduct by you in connection with the discharge of the duties of your position in such a manner as to cause material loss, damage or injury to Gartner; (iii) your use of drugs or alcohol in such a manner as to materially interfere with the performance of your assigned duties; or

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(iv) your being convicted of, or entering a plea of *nolo contendere* to, a felony. In each instance, the foregoing acts and omissions shall not constitute Cause unless and until you have been provided with written notice from Gartner describing your act or omission that otherwise would constitute Cause and your failure to remedy such act or omission within 30 days of receiving written notice.

“Change in Control” shall have the same meaning as in Gartner’s 2003 Long Term Incentive Plan.

#### **Paid-Time-Off (PTO) Program**

Gartner understands the importance of time away from work and how it results in a better frame of mind to provide outstanding results. As a senior leader of Gartner, you will be eligible for the highest level of PTO days, 35 days.

If your employment should terminate, you will be paid for any unused PTO up to a maximum of 25 days. The rate is based on your base salary only.

#### **Annual Lump-Sum Payment**

Under the executive benefit program, Gartner will pay you an annual lump sum payment of \$15,000 from which you can choose to purchase the perquisites of your choice.

For US taxpayers, this amount shall be grossed-up. In other words, you will be entitled to receive an additional payment (a “Gross-Up Payment”) in an amount such that after payment by you of all income and payroll taxes imposed on the benefit payment and the Gross-Up Payment, you will retain the same amount on an after tax basis with respect to the benefit payment due that you would have retained had no such tax been imposed. In all cases, you are responsible for paying your own taxes.

#### **Company Match**

Gartner has a Management Deferred Compensation Plan which allows you to defer your income in a non-qualified plan. Deferrals to the Gartner Management Deferred Compensation Plan will be matched at up to 4%, once you have received the maximum matching contribution to our 401(k) plan.

#### **Executive Health Exam**

You are eligible for an annual preventive physical examination by Executive Health Exams International (EHE). There are EHE facilities located in New York and in Stamford. You will be contacted by EHE to set up your appointment at your convenience. For US taxpayers, the fees or premiums paid on your behalf in regard to this benefit shall be grossed-up. In other words, you will be entitled to receive an additional payment (a “Gross-Up Payment”) in an amount such that after payment by you of all income and payroll taxes imposed on the benefit payment and the Gross-Up Payment, you will retain the same amount on an after tax basis with respect to the benefit payment due that you would have retained had no such tax been imposed. In all cases, you are responsible for paying your own taxes.

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**In Conclusion**

These benefits are being offered to you to supplement the current benefits package offered to all associates. You are not required to take these additional benefits. You choose which are the most appropriate given your individual requirements.

The receipt of these benefits is contingent upon your signature below. By signing below, you hereby agree that these shall be the only benefits, including but not limited to severance benefits, (other than those benefits offered to all Gartner associates) that you shall be entitled to, and that any and all other benefits or arrangements, whether oral or in writing, previously existing between you and Gartner have been superceded and extinguished by this Program.

Yours truly,

Gartner, Inc.

By: \_\_\_\_\_  
Title:

Acknowledged

By: \_\_\_\_\_  
Name: