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

FORM 10-K

☑ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2008

OR

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission file number: 1-14443

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

Delaware (State or other jurisdiction of incorporation or organization)	04-3099750 (I.R.S. Employer Identification No.)
P.O. Box 10212 **56 Top Gallant Road** **Stamford, CT** (Address of principal executive offices)	**06902-7700** (Zip Code)

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock, $.0005 par value per share	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.
Yes ☑ No o

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act.
Yes o No ☑

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 ☑ No o

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☑ Accelerated filer o Non-accelerated filer o (Do not check if a smaller reporting company) Smaller reporting company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
Yes o No ☑

As of June 30, 2008, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was $1,232,021,498 based on the closing sale price as reported on the New York Stock Exchange.

The number of shares outstanding of the issuer's common stock, $0.005 par value per share, was 93,883,711 as of January 30, 2009.

DOCUMENTS INCORPORATED BY REFERENCE

Document	Parts Into Which Incorporated
Proxy Statement for the Annual Meeting of Stockholders to be held June 4, 2009 (Proxy Statement)	Part III

GARTNER, INC.
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PART I

ITEM 1. BUSINESS.

GENERAL

Gartner, Inc. (NYSE: IT) is the world's leading information technology research and advisory company. Gartner delivers the technology-related insight necessary for its clients to make the right decisions, every day. From CIOs and senior IT leaders in corporations and government agencies, to business leaders in high-tech and telecom enterprises and professional services firms, to technology investors, Gartner is the indispensable partner to 60,000 clients in 10,000 distinct organizations. Through the resources of Gartner Research, Gartner Consulting and Gartner Events, Gartner works with every client to research, analyze and interpret the business of IT within the context of their individual role. Founded in 1979, Gartner is headquartered in Stamford, Connecticut, U.S.A. We have 4,100 associates, including over 1,100 research analysts and consultants, and we have clients in over 80 countries. For more information, visit www.gartner.com. References to "the Company," "we," "our," and "us" are to Gartner, Inc. and its subsidiaries.

The foundation for all Gartner products and services is our independent research on IT issues. The findings from this research are delivered through our three customer segments — Research, Consulting and Events:

- ***Research*** provides insight for CIOs, IT professionals, technology companies and the investment community through reports and briefings, access to our analysts, as well as peer networking services and membership programs designed specifically for CIOs and other senior executives.
- ***Consulting*** consists primarily of consulting, measurement engagements and strategic advisory services (paid one-day analyst engagements) ("SAS"), which provide assessments of cost, performance, efficiency and quality focused on the IT industry.
- ***Events*** consists of various symposia, conferences and exhibitions focused on the IT industry.

Since its founding in 1979, Gartner has established a leading brand in the IT research marketplace.

MARKET OVERVIEW

Information technology has become increasingly critical to the operational and financial success of corporations and governments over the last two decades. Once a support function, IT is now viewed as a strategic component of growth and operating performance. Accordingly, it has become imperative for executives and IT professionals to manage their IT spending and purchasing decisions efficiently and effectively.

As the cost of IT solutions continues to rise, executives and technology professionals have realized the importance of making well-informed decisions and increasingly seek to maximize their returns on IT capital investments. As a result, any IT investment decision in an enterprise is subject to increased financial scrutiny, especially in the current challenging economic climate. In addition, today's IT marketplace is dynamic and complex. Technology providers continually introduce new products with a wide variety of standards and features that are prone to shorter life cycles. Users of technology — a group that encompasses nearly all organizations — must keep abreast of new developments in technology to ensure that their IT systems are reliable, efficient and meet both their current and future needs.

Given the heightened emphasis organizations are placing on technology decision making and spending, companies and governments are increasingly turning to outside experts for guidance in IT procurement, implementation and operations in order to maximize the value of their IT investments. Accordingly, it is critical that CIOs and other executives obtain value-added, independent and objective research and analysis of the IT market to assist them in these IT-related decisions.

OUR SOLUTION

We provide high-quality, independent and objective research and analysis of the IT industry. Through our entire product portfolio, our global research team provides thought leadership and insight about technology acquisition and deployment to CIOs, executives and other technology leaders.

We employ a diversified business model that utilizes and leverages the breadth and depth of our intellectual capital. The foundation of our business model is our ability to create and distribute our proprietary research content as broadly as possible via published reports and briefings, consulting and advisory services, and hosting symposia, conferences and exhibitions.

With a base of 650 research analysts, we create timely and relevant technology-related research. In addition, we have 470 experienced consultants who combine our objective, independent research with a practical, business perspective focused on the IT industry. Our events are among the world's largest of their kind, gathering highly qualified audiences of senior business executives, IT professionals and purchasers and providers of IT products and services.

PRODUCTS AND SERVICES

Our diversified business model provides multiple entry points and synergies that facilitate increased client spending on our research, consulting and events. A critical part of our long-term strategy is to increase business volume with our most valuable clients, identifying relationships with the greatest sales potential and expanding those relationships by offering strategically relevant research and analysis. We also seek to extend the Gartner brand name to develop new client relationships, and augment our sales capacity and expand into new markets around the world. In addition, we seek to increase our revenue and operating cash flow through more effective pricing of our products and services. These initiatives have created additional revenue streams through more effective packaging, campaigning and cross-selling of our products and services.

Our principal products and services are delivered via our Research, Consulting and Events segments:

- **RESEARCH.** The Gartner core global research product is the fundamental building block for all Gartner services and covers all IT markets, topics and industries. We combine our proprietary research methodologies with extensive industry and academic relationships to create Gartner solutions. Our research agenda is defined by clients' needs, focusing on the critical issues, opportunities and challenges they face every day. Our research analysts are in regular contact with both technology providers and technology users, enabling them to identify the most pertinent topics in the IT marketplace and develop relevant product enhancements to meet the evolving needs of users of our research. Our proprietary research content, presented in the form of reports, briefings, updates and related tools, is delivered directly to the client's desktop via our website and/or product-specific portals.

  Our research analysts provide in-depth analysis on all aspects of technology, including hardware, software and systems, services, IT management, market data and forecasts, and vertical industry issues. Clients typically sign contracts that provide access to our research content for individual users over a defined period of time. The research contracts are renewed on an ongoing basis; to date, we have enjoyed strong research client retention, with 82% of user organizations renewing their contracts in 2008, as well as 98% wallet retention, a measure of the dollar amount of contract value we have retained with clients over the prior year.

  Our strategy is to align our service and product offerings around individual roles within targeted key client groups. For example, Gartner Executive Programs (EP) comprises exclusive membership programs designed to help CIOs, senior IT executives and other business executives become more effective in their enterprises. An EP membership leverages the knowledge and expertise of Gartner in ways that are specific to the CIO's needs and offers role-based offerings and member-only communities for peer-based collaboration. Our 3,733 EP members also receive advice and counsel from an executive partner who understands their goals and can ensure the most effective level of support from Gartner.

  Our End-User Programs focus on the needs of the IT end-user market with a variety of product offerings. Gartner for IT Leaders currently provides eight role-based research offerings to assist end-user IT leaders with effective decision making. These products align a client's specific job-related challenges with appropriate Gartner analysts and insight, and connect IT leaders to IT peers who share common business and technology issues.

  Our Industry Advisory Services address technology issues and topics with a focus on their impacts on specific vertical industries.

  Our High Tech & Telecom Programs focus on the needs of high-technology and telecommunications service providers, professional services firms and IT investors to help them be more successful in their specific job roles within their particular sub-industry. We leverage Gartner research and other information into industry-specific expertise and solutions. Gartner for Business Leaders, a new product suite we rolled out in 2007, provides a series of role-based offerings designed to help business leaders and executives in the technology and communications industry be more successful.

Gartner Invest provides premium research focused on the needs of institutional investors who invest in technology companies.

- **CONSULTING.** Gartner consultants provide fact-based consulting services to help our clients use and manage IT to enable business performance. We seek to accomplish three major outcomes for our clients: applying IT to drive improvements in business performance; creating sustainable IT efficiency that ensures a constant return on IT investments; and strengthening the IT organization and operations to ensure high-value services to the client's lines of business and to enable the client to adapt to business changes.

  We utilize our benchmarking capabilities and our business solutions to drive these outcomes. Our benchmarking capabilities are provided as information offerings. Our business solutions, enabled by benchmarking, include IT Transformation, IT Optimization, Sourcing Optimization and Business Enablement. We deliver our consulting solutions by capitalizing on Gartner assets that are invaluable to IT decision making, including: (1) our research, which ensures that our consulting analyses and advice are based on a deep understanding of the IT environment and the business of IT; (2) our market independence, which keeps our consultants focused on our client's success; and (3) our market-leading benchmarking capabilities, which provide relevant comparisons and best practices to assess and improve performance.

- **EVENTS.** Gartner symposia and conferences are gatherings of technology's most senior IT professionals, business strategists, and practitioners. Symposia and conferences give clients live access to insights developed from our latest proprietary research in a concentrated way. Informative sessions led by Gartner analysts are augmented with technology showcases, peer exchange, analyst one-on-one meetings, workshops and keynotes by technology's top leaders. Symposia and conferences, which are not limited to Gartner research clients, also provide participants with an opportunity to interact with business executives from the world's leading technology companies. In 2008, the 70 Gartner events we held throughout the United States, Europe, Latin America and the Asia/Pacific region attracted over 41,000 attendees.

  Gartner conferences attract high-level IT and business professionals who seek in-depth knowledge about technology products and services. Gartner Symposia are large, strategic conferences held in various locations throughout the world for senior IT and business professionals. Symposia are combined with ITxpo, an exhibition where the latest technology products and solutions are demonstrated. We also offer conferences in many locations around the world on specialized topics such as security, outsourcing, wireless technology, and the impact of IT on the public sector and the utilities, media and financial services industries.

See Note 14 — Segment Information in the Notes to the Consolidated Financial Statements contained within this Form 10-K for financial information about our geographic areas and our three business segments: Research, Consulting and Events.

COMPETITION

We believe that the principal factors that differentiate us from our competitors are:

- Superior IT Research Content — We believe that we create the broadest, highest-quality and most relevant research coverage of the IT industry. Our research analysis generates unbiased insight that we believe is timely, thought-provoking and comprehensive, and that is known for its high quality, independence and objectivity.
- Our Leading Brand Name — For thirty years we have been providing critical, trusted insight under the Gartner name.
- Our Global Footprint and Established Customer Base — We have a global presence with clients in over 80 countries on six continents. Approximately 47% and 45% of our revenues for 2008 and 2007, respectively, were derived from sales outside of the U.S.
- Substantial Operating Leverage in Our Business Model — We have the ability to distribute our intellectual property and expertise across multiple platforms, including research publications, consulting engagements, conferences and executive programs, to derive incremental revenues and profitability.
- Experienced Management Team — Our management team is composed of IT research veterans and experienced industry executives.

Notwithstanding these differentiating factors, we face competition from a significant number of independent providers of information products and services. We compete indirectly against consulting firms and other information providers, including electronic and print media companies. These indirect competitors could choose to compete directly with us in the future. Additionally, we face competition from free sources of information that are available to our clients through the Internet. Limited barriers to entry exist in the markets in which we do business. As a result, new competitors may emerge and existing competitors may start to provide additional or complementary services. However, we believe the breadth and depth of our research assets position us well versus our competition. Increased competition may result in loss of market share, diminished value in our products and services, reduced pricing and increased sales and marketing expenditures.

INTELLECTUAL PROPERTY

Our success has resulted in part from proprietary methodologies, software, reusable knowledge capital and other intellectual property rights. We rely on a combination of copyright, trademark, trade secret, confidentiality, non-compete and other contractual provisions to protect our intellectual property rights. We have policies related to confidentiality, ownership and the use and protection of Gartner's intellectual property, and we also enter into agreements with our employees as appropriate that protect our intellectual property.

We recognize the value of our intellectual property in the marketplace and vigorously identify, create and protect it. Additionally, we actively monitor and enforce contract compliance by our end users.

EMPLOYEES

As of December 31, 2008, we had 4,198 employees, of which 719 were located at our headquarters in Stamford, Connecticut; 1,747 were located elsewhere in the United States; and 1,732 were located outside of the United States. Our employees may be subject to collective bargaining agreements at a company or industry level in those foreign countries where this is part of the local labor law or practice. We have experienced no work stoppages and consider our relations with our employees to be favorable.

On January 8, 2009, we announced a reduction in force of 117 employees. The affected positions were spread across various functions and geographies.

AVAILABLE INFORMATION

Our Internet address is *www.gartner.com* and the investor relations section of our website is located at *www.investor.gartner.com*. We make available free of charge, on or through the investor relations section of our website, printable copies of our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") as soon as reasonably practicable after we electronically file such material with, or furnish it to, the Securities and Exchange Commission (the "SEC").

Also available at *www.investor.gartner.com*, under the "Corporate Governance" link, are printable and current copies of our (i) CEO & CFO Code of Ethics which applies to our Chief Executive Officer, Chief Financial Officer, controller and other financial managers, (ii) Code of Business Conduct, which applies to all Gartner officers, directors and employees, (iii) Principles of Ethical Conduct which applies to all Gartner employees, (iv) Board Principles and Practices, the corporate governance principles that have been adopted by our Board and (v) charters for each of the Board's standing committees: Audit, Compensation and Governance/Nominating. This information is also available in print and free of charge to any shareholder who makes a written request to Investor Relations, Gartner, Inc., 56 Top Gallant Road, P.O. Box 10212, Stamford, CT 06904-2212

ITEM 1A. RISK FACTORS

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, we and our clients are affected by global economic conditions. The following section discusses many, but not all, of these risks and uncertainties, but is not intended to be all-inclusive.

Risks related to our business

Our operating results could be negatively impacted by the current global credit crisis and the economic downturn.

Our business is impacted by general economic conditions, both domestic and abroad. The current global credit crisis and economic downturn may negatively and materially affect demand for our products and services. This downturn could materially and adversely affect our business, including the ability to maintain client retention, wallet retention and consulting utilization rates, achieve contract value and consulting backlog growth, and attract attendees and exhibitors to our events. Such developments could negatively impact our financial condition, results of operations, and cash flows.

We face significant competition and our failure to compete successfully could materially adversely affect our results of operations and financial condition.

We face direct competition from a significant number of independent providers of information products and services, including information available on the Internet free of charge. 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 also 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.

While we believe the breadth and depth of our research assets position us well versus our competition, there can be no assurance that we will be able to successfully compete against current and future competitors and our failure to do so could result in loss of market share, diminished value in our products and services, reduced pricing and increased marketing expenditures. Furthermore, we may not be successful if we cannot compete effectively on quality of research and analysis, timely delivery of information, customer service, and the ability to offer products to meet changing market needs for information and analysis, or price.

We may not be able to maintain our 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.

We may not be able to enhance and develop our existing products and services, or introduce the new products and services, that are needed to remain competitive.

The market for our products and services is characterized by rapidly changing needs for information and analysis on the IT industry as a whole. The development of new products is a complex and time-consuming process. Nonetheless, to maintain our competitive position, we must continue to enhance and improve our products and services, develop or acquire new products and services, deliver all 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 and financial position. Additionally, significant delays in new product or services releases or significant problems in creating new products or services could adversely affect our business, results of operations and financial position.

We depend on renewals of subscription-based services and sales of new subscription-based services for a significant portion of our revenue, and our failure to renew at historical rates or generate new sales of such services could lead to a decrease in our revenues.

A large portion of our success depends on our ability to generate renewals of our subscription-based research products and services and new sales of such products and services, both to new clients and existing clients. These products and services constituted 60% and 58% of our revenues for 2008 and 2007, respectively. Generating new sales of our subscription-based products and services, both to new and existing clients, is often a time consuming process. If we are unable to generate new sales, due to competition or other factors, our revenues will be adversely affected.

Our 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 the following:

- delivering high-quality and timely analysis and advice to our clients;
- understanding and anticipating market trends and the changing needs of our clients; and
- delivering products and services of the quality and timeliness necessary to withstand competition.

Additionally, as we implement our strategy to realign our business to client needs, we may shift the type and pricing of our products which may impact client renewal rates. While research client retention rates were 82% at both December 31, 2008 and 2007, there can be no guarantee that we will continue to maintain this rate of client renewals.

We depend on non-recurring consulting engagements and our failure to secure new engagements could lead to a decrease in our revenues.

Consulting segment revenues constituted 27% of our total revenues for 2008 and 28% for 2007. These consulting engagements typically are project-based and non-recurring. Our ability to replace consulting engagements is subject to numerous factors, including the following:

- delivering consistent, high-quality consulting services to our clients;
- tailoring our consulting services to the changing needs of our clients; and
- our ability to match the skills and competencies of our consulting staff to the skills required for the fulfillment of existing or potential consulting engagements.

Any material decline in our ability to replace consulting arrangements could have an adverse impact on our revenues and our financial condition.

The profitability and success of our conferences, symposia and events could be adversely affected by external factors beyond our control.

The market for desirable dates and locations for conferences, symposia and events is highly competitive. If we cannot secure desirable dates and locations for our conferences, symposia and events their profitability could suffer, and our financial condition and results of operations may be adversely affected. In addition, because our events are scheduled in advance and held at specific locations, the success of these events can be affected by circumstances outside of our control, such as labor strikes, transportation shutdowns and travel restrictions, economic slowdowns, terrorist attacks, weather, natural disasters and other world events impacting the global economy, the occurrence of any of which could negatively impact the success of the event.

Our sales to governments are subject to appropriations and may be terminated.

We derive revenues from contracts with the U.S. government, state and local governments, and their respective agencies, as well as foreign governments and their agencies. At December 31, 2008 and 2007, $192.0 million and $190.0 million, respectively, of our Research contract value and Consulting backlog was attributable to governments. Our U.S. government contracts are subject to the approval of appropriations by the U.S. Congress to fund the agencies contracting for our services, and our contracts at the state and local levels are subject to various government authorizations and funding mechanisms. In general, most if not all of these contracts may be terminated at any time without cause (‘termination for convenience”). Should appropriations for the governments and agencies that contract with us be curtailed, or should government contracts be terminated for convenience, we may experience a significant loss of revenue.

We may not be able to attract and retain qualified personnel which could jeopardize the quality of our products and services.

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, as well as future business and operating results.

We may not be able to maintain the equity in our brand name.

We believe that our “Gartner” brand, including our independence, 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 adversely impacted.

Our international operations expose us to a variety of operational risks which could negatively impact our future revenue and growth.

We have clients in over 80 countries and a significant part of our revenue comes from international sales. 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 tariffs and other trade barriers, challenges in staffing and managing foreign operations, changes in regulatory requirements, compliance with numerous foreign laws and regulations, differences between U.S. and foreign tax rates and laws, and the difficulty of enforcing client agreements, collecting accounts receivable and protecting intellectual property rights in international jurisdictions. Furthermore, 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.

Our international operations expose us to changes in foreign currency exchange rates.

Approximately 47% and 45% of our revenues for 2008 and 2007, respectively, were derived from sales outside of the U.S. Revenues earned outside the U.S. are typically transacted in local currencies, which may fluctuate significantly against the dollar. While we may use forward exchange contracts to a limited extent to seek to mitigate foreign currency risk, our revenues and results of operations could be adversely affected by unfavorable foreign currency fluctuations.

Catastrophic events or geo-political conditions may disrupt our business.

A disruption or failure of our systems or operations in the event of a major weather event, cyber-attack, terrorist attack or other catastrophic event could cause delays in completing sales, providing services, or performing other mission-critical functions. Our corporate headquarters is located approximately 30 miles from New York City, and we have an operations center located in Ft. Myers, Florida, in a hurricane-prone area. We also operate in numerous international locations. A catastrophic event that results in the destruction or disruption of any of our critical business or information technology systems could harm our ability to conduct normal business operations and negatively impact our operating results. Abrupt political change, terrorist activity, and armed conflict pose a risk of general economic disruption in affected countries, which may increase our operating costs. Additionally, these conditions also may add uncertainty to the timing and budget decisions of our clients.

We may experience outages and disruptions of our online services if we fail to maintain an adequate operations infrastructure.

Our increasing user traffic and complexity of our products and services demand more computing power. We have spent and expect to continue to spend substantial amounts to maintain data centers and equipment and to upgrade our technology and network infrastructure to handle increased traffic on our websites. However, any inefficiencies or operational failures could diminish the quality of our products, services, and user experience, resulting in damage to our reputation and loss of current and potential users, subscribers, and advertisers, harming our operating results and financial condition.

Our outstanding debt obligations could impact our financial condition or future operating results.

At December 31, 2008, we had $416.3 million outstanding under our Credit Agreement, which provides for two amortizing term loans with quarterly payments and a $300.0 million revolving credit facility. The revolving credit facility may be increased up to an additional $100.0 million at our lenders' discretion (the "expansion feature"), for a total revolving credit facility of $400.0 million. However, the $100.0 million expansion feature may or may not be available to us depending upon prevailing credit market conditions.

The affirmative, negative and financial covenants of the Credit Agreement could limit our future financial flexibility. Additionally, a failure to comply with these covenants could result in acceleration of all amounts outstanding under the Credit Agreement, which would materially impact our financial condition unless accommodations could be negotiated with our lenders. No assurance can be given that we would be successful in doing so in this current financial climate, or that any accommodations that we were able to negotiate would be on terms as favorable as those presently contained in the Credit Agreement.

The associated debt service costs of the borrowing arrangement under our Credit Agreement could impair our future operating results. The 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.

We may require additional cash resources which may not be available on favorable terms or at all.

We believe that our existing cash balances, projected cash flow from operations, and the remaining borrowing capacity we have under our five-year revolving credit facility will be sufficient for our expected short-term and foreseeable long-term operating needs.

We may, however, require additional cash resources due to changed business conditions, implementation of our strategy and stock repurchase program, to repay indebtedness or to pursue future business opportunities requiring substantial investments of additional capital. If our existing financial resources are insufficient to satisfy our requirements, we may seek additional borrowings. Prevailing credit market conditions may negatively affect debt availability and cost, and, as a result, financing may not be available in amounts or on terms acceptable to us, if at all. In addition, the incurrence of additional indebtedness would result in increased debt service obligations and could require us to agree to operating and financial covenants that would further restrict our operations.

If we are unable to enforce and protect our intellectual property rights our competitive position may be harmed.

We rely on a combination of copyright, 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, we seek to enforce these non-compete provisions but there is no assurance that we will be successful in our efforts.

We have grown, and may continue to grow, through acquisitions and strategic investments, which could involve substantial risks.

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 retain key personnel of the acquired company, the time to train the sales force to market and sell the products of the acquired business, 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.

We face risks related to litigation.

We are, and may in the future be, subject to a variety of legal actions, such as employment, breach of contract, intellectual property-related, and business torts, including claims of unfair trade practices and misappropriation of trade secrets. Given the nature of our business, we are also subject to defamation (including libel and slander), negligence, or other claims relating to the information we publish. Regardless of the merits, responding to any such claim could be time consuming, result in costly litigation and require us to enter into settlements, 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 settle the claim on reasonable terms, our business, results of operations or financial position could be materially adversely affected.

We face risks related to taxation.

We operate in numerous domestic and foreign taxing jurisdictions and our level of operations and profitability in each jurisdiction may have an impact upon the amount of income taxes that we recognize in any given year. In addition, our tax filings for various tax years are subject to audit by the tax authorities in jurisdictions where we conduct business, and in the ordinary course of business, we may be under audit by one or more tax authorities from time to time. Recently, we have been notified by the Internal Revenue Service that it intends to audit our 2007 tax return, and this audit is expected to commence shortly.

These audits may result in assessments of additional taxes, and resolution of these matters involves uncertainties and there are no assurances that the ultimate resolution will not exceed the amounts we have recorded. Additionally, the results of an audit could have a material effect on our financial position, results of operations, or cash flows in the period or periods for which that determination is made.

Risks related to our common stock

Our operating results may fluctuate from period to period and may not meet the expectations of securities analysts or investors or guidance we have given, which may cause the price of our common stock to decline.

Our quarterly and annual operating results may fluctuate in the future 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, the amount of new business generated, the mix of domestic and international business, currency fluctuations, 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 results could cause period-to-period comparisons of operating results not to be meaningful and may provide an unreliable indication of future operating results. Furthermore, our operating results may not meet the expectations of securities analysts or investors in the future or guidance we have given. If this occurs, the price of our stock would likely decline.

Our stock price may be volatile, and you may not be able to resell shares of our common stock at or above the price you paid.

The trading prices of our common stock could be subject to significant fluctuations in response to, among other factors, variations in operating results, developments in the industries in which we do business, general economic conditions, general market conditions, changes in the nature and composition of our stockholder base, changes in securities analysts' recommendations regarding our securities and our performance relative to securities analysts' expectations for any quarterly period. Such volatility may adversely affect the market price of our common stock.

Future sales of our common stock in the public market could lower our stock price.

Sales of a substantial number of shares of common stock in the public market by our current stockholders, or the threat that substantial sales may occur, could cause the market price of our common stock to decrease significantly or make it difficult for us to raise additional capital by selling stock. Furthermore, we have various equity incentive plans that provide for awards in the form of stock options, stock appreciation rights, restricted stock, restricted stock units and other stock-based awards. As of December 31, 2008, the aggregate number of shares of our common stock issuable pursuant to outstanding grants and awards under these plans was approximately 11.1 million shares (approximately 6.7 million of which have vested). In addition, approximately 5.8 million shares may be issued in connection with future awards under our equity incentive plans. Shares of common stock issued under these plans are freely transferable without further registration under the Securities Act of 1933, as amended (the "Securities Act"), except for any shares held by affiliates (as that term is defined in Rule 144 under the Securities Act). We cannot predict the size of future issuances of our common stock or the effect, if any, that future issuances and sales of shares of our common stock will have on the market price of our common stock.

Interests of certain of our significant stockholders may conflict with yours.

ValueAct Capital and affiliates (“ValueAct”) owned approximately 22.1% of our common stock as of December 31, 2008, while Silver Lake Partners and affiliates (“Silver Lake”) owned approximately 12.8% on the same date. To our knowledge, three other institutional investors each presently hold over 5% of our common stock. Additionally, representatives of Silver Lake and ValueAct in the aggregate presently hold three seats on our Board of Directors.

While no stockholder or institutional investor individually holds a majority of our outstanding shares, these significant stockholders may be able, either individually or acting together, to exercise significant influence over matters requiring stockholder approval, including the election of directors, amendment of our certificate of incorporation, adoption or amendment of equity plans and approval of significant transactions such as mergers, acquisitions, consolidations and sales or purchases of assets. In addition, in the event of a proposed acquisition of the company by a third party, this concentration of ownership may delay or prevent a change of control in the Company. Accordingly, the interests of these stockholders may not always coincide with our interests or the interests of other stockholders, or otherwise be in the best interests of the Company or all stockholders.

Our anti-takeover protections may discourage or prevent a change of control, even if a change in control would be beneficial to our stockholders.

Provisions of our restated certificate of incorporation and bylaws and Delaware law may make it difficult for any party to acquire control of us in a transaction not approved by our Board of Directors. These provisions include:

- the ability of our Board of Directors to issue and determine the terms of preferred stock;
- advance notice requirements for inclusion of stockholder proposals at stockholder meetings;
- a preferred shares rights agreement; and
- the anti-takeover provisions of Delaware law.

These provisions could discourage or prevent a change of control or change in management that might provide stockholders with a premium to the market price of their common stock.

ITEM 1B. UNRESOLVED STAFF COMMENTS.

There are no unresolved written comments that were received from the SEC staff 180 days or more before the end of our fiscal year relating to our periodic or current reports under the Exchange Act.

ITEM 2. PROPERTIES.

Our corporate headquarters is located in approximately 213,000 square feet of leased office space in three buildings located in Stamford, Connecticut, USA. Our Stamford facility accommodates research and analysis, marketing, sales, client support, production, and corporate services and administration. The lease on this facility expires in late 2010, and does provide for a renewal option.

We also have a significant presence in the United Kingdom with approximately 72,000 square feet of leased office space in two buildings located in Egham, UK, for which the leases expire in 2020 and 2025, respectively.

We lease an additional 19 domestic and 43 international locations that support our research and analysis, domestic and international sales efforts, and other functions. We continue to constantly assess our space needs as our business changes, but we believe that our existing facilities are adequate for our current needs and that additional space will be available as needed.

ITEM 3. LEGAL PROCEEDINGS.

We are involved in legal proceedings and litigation arising in the ordinary course of business. We believe that the potential liability, if any, in excess of amounts already accrued from all proceedings, claims and litigation will not have a material effect on our financial position or results of operations when resolved in a future period.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS.

We did not submit any matter to a vote of our stockholders during the fourth quarter of the year covered by this Annual Report.

Our 2009 Annual Meeting of Stockholders will be held on June 4, 2009 at the Company's offices in Stamford, Connecticut.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES.

As of January 30, 2009, there were approximately 2,665 holders of record of our common stock, which is listed on the New York Stock Exchange under the symbol IT. The following table sets forth the high and low sale prices for our common stock as reported on the New York Stock Exchange for the periods indicated:

	2008		2007	
	High	Low	High	Low
Quarter ended March 31	$21.29	$13.75	$24.00	$19.44
Quarter ended June 30	24.80	19.50	28.44	23.57
Quarter ended September 30	28.39	19.20	25.07	19.98
Quarter ended December 31	22.80	13.07	26.59	16.10

DIVIDEND POLICY

We currently do not pay cash dividends on our common stock. Our Credit Agreement, dated as of January 31, 2007, contains a negative covenant which may limit our ability to pay dividends. In addition, our Amended and Restated Security Holders Agreement with Silver Lake requires us to obtain Silver Lake's consent prior to declaring or paying dividends.

The equity compensation plan information set forth in Part III, Item 12 of this Form 10-K is hereby incorporated by reference into this Part II, Item 5.

SHARE REPURCHASES

The following table provides detail related to repurchases of our common stock in the fourth quarter of 2008. All shares repurchased were added to treasury stock. All repurchases were made pursuant to a publicly announced $250.0 million share repurchase program that was authorized by the Board of Directors in February 2008. The open market purchases were made by brokers pursuant to purchase programs that complied with Rules 10b5-1 and 10b-18 under the Exchange Act.

Period	Total Number of Shares Purchased (#)	Average Price Paid Per Share ($)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (#)	Maximum Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs ($000's)
October	1,282,181	$ 17.94	1,282,181	
November	—	—	—	
December	211	17.83	211	
Total fourth quarter 2008 (1)	1,282,392	$ 17.94	1,282,392	$ 82,381

(1) For the year ended December 31, 2008, the Company repurchased 9,719,573 shares at an average price of $20.43 per share, for a total cost of approximately $198.6 million.

ITEM 6. SELECTED CONSOLIDATED FINANCIAL DATA

The fiscal years presented below are for the respective twelve-month period from January 1 through December 31. Data for all years was derived or compiled from our audited consolidated financial statements included herein or from submissions of our Form 10-K in prior years. The selected consolidated financial data should be read in conjunction with our consolidated financial statements and related notes contained in this Annual Report on Form 10-K.

(In thousands, except per share data)	2008	2007	2006	2005	2004
STATEMENT OF OPERATIONS DATA:					
Revenues:					
Research	$ 773,257	$ 673,335	$ 571,217	$ 523,033	$ 480,486
Consulting	347,404	325,030	305,231	301,074	259,419
Events	150,080	160,065	146,412	126,475	113,302
Other	8,324	10,045	14,439	13,558	15,523
Total revenues	1,279,065	1,168,475	1,037,299	964,140	868,730
Operating income	164,368	129,458	98,039	20,474	35,901
Income (loss) from continuing operations	97,148	70,666	54,258	(6,200)	11,584
Income from discontinued operations	6,723	2,887	3,934	3,763	5,305
Net income (loss)	$ 103,871	$ 73,553	$ 58,192	$ (2,437)	$ 16,889
PER SHARE DATA:					
Basic:					
Income (loss) from continuing operations	$ 1.02	$ 0.68	$ 0.48	$ (0.05)	$ 0.10
Income from discontinued operations	0.07	0.03	0.03	0.03	0.04
Income (loss) per share	$ 1.09	$ 0.71	$ 0.51	$ (0.02)	$ 0.14
Diluted:					
Income (loss) from continuing operations	$ 0.98	$ 0.65	$ 0.47	$ (0.05)	$ 0.09
Income from discontinued operations	0.07	0.03	0.03	0.03	0.04
Income (loss) per share	$ 1.05	$ 0.68	$ 0.50	$ (0.02)	$ 0.13
Weighted average shares outstanding					
Basic	95,246	103,613	113,071	112,253	123,603
Diluted	99,028	108,328	116,203	112,253	126,326
OTHER DATA:					
Cash and cash equivalents	$ 140,929	$ 109,945	$ 67,801	$ 70,282	$ 160,126
Total assets	1,093,065	1,133,210	1,039,793	1,026,617	861,194
Long-term debt	238,500	157,500	150,000	180,000	150,000
Stockholders' (deficit) equity	(21,316)	17,498	26,318	146,588	130,048

The following items impact the comparability of our consolidated data:

- In February 2008 the Company sold its Vision Events business, which had been part of its Events segment, and has reported the results of operations of this business as a discontinued operation (see Note 2 — Discontinued Operations in the Notes to the Consolidated Financial Statements). As a result, the statement of operations and per share data for 2004 — 2007 have been restated to present the results of the Vision Events business as a discontinued operation in order to be consistent with the current year presentation.
- The results of META Group, Inc. ("META") are included in our consolidated results beginning April 1, 2005, the date of acquisition.
- We repurchased 9.7 million, 8.4 million, 14.9 million, 0.8 million, and 26.6 million of our common shares in 2008, 2007, 2006, 2005 and 2004, respectively.
- We had pre-tax stock compensation expense of $20.7 million, $24.1 million, and $16.7 million in 2008, 2007 and 2006, respectively, under Statement of Financial Accounting Standards 123(R), "Share-Based Payment." We adopted this statement on January 1, 2006, under the modified prospective transition method.
- During 2006 and 2005 we recorded $1.5 million and $15.0 million, respectively, in pre-tax META integration charges.

- We recorded Other charges, which includes costs for severance, excess facilities, and other items, on a pre-tax basis, of $0 in 2008, $9.1 million in 2007, $0 in 2006, $29.2 million in 2005, and $35.8 million in 2004.
- In 2004 we recorded pre-tax charges of $2.7 million for goodwill impairment and $3.1 million of foreign currency charges related to the closing of certain operations in South America.
- We recorded pre-tax charges for loss on investments, net of $5.8 million in 2005 and $3.0 million in 2004.

ITEM 7. 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 consolidated financial statements and related notes included in this report. Historical results and percentage relationships are not necessarily indicative of operating results for future periods.

FORWARD-LOOKING STATEMENTS

In addition to historical information, this Annual Report contains forward-looking statements. 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," "expect," "should," "could," "believe," 'plan," "anticipate," "estimate," "predict," "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 under Part 1, Item 1A, Risk Factors. 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 should review carefully any risk factors described in our reports filed with the SEC.

BUSINESS OVERVIEW

Gartner, Inc. is the world's leading information technology research and advisory company that helps executives use technology to build, guide and grow their enterprises. We offer independent and objective research and analysis on the information technology, computer hardware, software, communications and related technology industries. We provide comprehensive coverage of the IT industry to approximately 10,000 client organizations, including approximately 400 of the Fortune 500 companies, across 80 countries. Our client base consists primarily of CIOs and other senior IT and executives from a wide variety of business enterprises, government agencies and the investment community.

We have three business segments: Research, Consulting and Events.

- **Research** provides insight for CIOs, IT professionals, technology companies and the investment community through reports and briefings, access to our analysts, as well as peer networking services and membership programs designed specifically for CIOs and other senior executives.
- **Consulting** consists primarily of consulting, measurement engagements and strategic advisory services (paid one-day analyst engagements) ("SAS"), which provide assessments of cost, performance, efficiency and quality focused on the IT industry.
- **Events** consists of various symposia, conferences and exhibitions focused on the IT industry.

BUSINESS MEASUREMENTS

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

BUSINESS SEGMENT	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. **Wallet retention rate** represents a measure of the amount of contract value we have retained with clients over a twelve-month period. Wallet retention is calculated on a percentage basis by dividing the contract value of clients, who were clients one year earlier, by the total contract value from a year earlier. When wallet retention exceeds client retention, it is an indication of retention of higher-spending clients, or increased spending by retained clients, or both. **Number of executive program members** represents the number of paid participants in executive programs.
Consulting	**Consulting backlog** represents future revenue to be derived from in-process consulting, measurement and strategic advisory services engagements. **Utilization rates** represent a measure of productivity of our consultants. Utilization rates are calculated for billable headcount on a percentage basis by dividing total hours billed by total hours available to bill. **Billing Rate** represents earned billable revenue divided by total billable hours. **Average annualized revenue per billable headcount** represents a measure of the revenue generating ability of an average billable consultant and is calculated periodically by multiplying the average billing rate per hour times the utilization percentage times the billable hours available for one year.
Events	**Number of events** represents the total number of hosted events completed during the period. **Number of attendees** represents the number of people who attend events.

EXECUTIVE SUMMARY OF OPERATIONS AND FINANCIAL POSITION

The cornerstones of our strategy are to focus on producing extraordinary research content, deliver innovative and highly differentiated product offerings, enhance our sales capability, provide world class client service, and improve our operational effectiveness.

We had total revenues of $1,279.1 million in 2008, up 9% over the prior year. Total revenues increased in all of our geographic regions. We had income from continuing operations of $97.1 million in 2008, or $0.98 per diluted share, compared to income from continuing operations of $70.7 million, or $0.65 per diluted share, for 2007. These improved results are due to a number of factors, including higher overall revenues in Research and Consulting, a continued focus on expense management, the impact of a legal settlement and other charges in 2007, the favorable impact of foreign currency, and a lower share base due to share repurchases. These positive trends offset lower revenue and profitability in our Events segment.

In our Research business, we had strong, double-digit revenue growth in 2008, with revenues up 15% over the prior year, to $773.2 million. Revenue growth occurred across our entire product portfolio, with all client sizes, industry segments, and products delivering growth. Research contract value was $834.3 million at December 31, 2008, up 11% from December 31, 2007, and a record level for us. Our contract value growth was broad-based across all of our industry sectors. Excluding the favorable impact of foreign currency translation, revenues and contract value were up 14% and 8% year-over-year, respectively.

Our client retention and wallet retention rates for 2008 remained strong at 82% and 98%, respectively, compared to 82% and 101% in the prior year. Our Executive Program membership was 3,733 at December 31, 2008, compared to 3,753 members at December 31, 2007.

Consulting revenue in 2008 was up 7% over 2007, to $347.4 million, reflecting growth in our core consulting and benchmarking businesses and exceptionally strong results in our contract optimization business. Our consultant utilization rate increased 3 points, to 72% from 69% in the prior year, reflecting improved engagement management. Billable headcount was 499 at December 31, 2008, up from 472 at December 31, 2007. The hourly billing rate remained above $350 per hour in 2008, while the average annualized revenue per billable headcount was approximately $458,000 for 2008, about 7% higher than the prior year. Consulting backlog at December 31, 2008 was $97.2 million, down from $121.4 million at December 31, 2007.

Events revenues decreased 6%, or $10.0 million, to $150.1 million in 2008 compared to $160.1 million in 2007. We held 70 events in 2008 compared to 62 in 2007. The revenue decrease was due to declines in both the number of attendees and exhibitors, as travel restrictions and other expense controls negatively impacted our fourth quarter Events segment results. For 2009, we are currently planning to hold 54 events.

For a more detailed discussion of our segment results, see Segment Results below.

We repurchased 9.7 million of our common shares in 2008. We had $184.4 million of operating cash flow in 2008, significantly higher than the prior year, and we ended the year with $140.9 million in cash and cash equivalents. As of December 31, 2008, we also had $178.3 million of available borrowing capacity under our revolving credit facility. We believe we have a strong cash position and adequate borrowing capacity.

FLUCTUATIONS IN QUARTERLY OPERATING RESULTS

Our quarterly and annual revenue, operating income, and cash flow fluctuate as a result of many factors, including: the timing of our SymposiumITxpo series that normally occurs during the fourth calendar quarter, and other events; the amount of new business generated; the mix of domestic and international business; changes in market demand for our products and services; changes in foreign currency rates; the timing of the development, introduction and marketing of new products and services; competition in the industry; and other factors. 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.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The preparation of financial statements requires the application of appropriate accounting policies. Our significant accounting policies are described in Note 1 in the Notes to Consolidated Financial Statements. Management considers the policies discussed below to be critical to an understanding of our financial statements because their application requires complex and subjective judgments and the use of estimates. 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”), and SEC Staff Accounting Bulletin No. 104, Revenue Recognition (“SAB 104”). Once all required criteria for revenue recognition have been met, 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 principally generated from fixed fee and time and material engagements. Revenue from fixed fee contracts is recognized on a percentage of completion basis. Revenues from time and materials engagements is recognized as work is delivered and/or services are provided. Revenues related to contract optimization contracts are contingent in nature and are only recognized upon satisfaction of all conditions related to their payment.
- Events revenues are deferred and recognized upon the completion of the related symposium, conference or exhibition;
- Other revenues consist primarily of fees from research reprints which are recognized when the reprint is shipped.

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 may have cancellation or fiscal funding clauses, which 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, we bill the client the full amount billable under the contract but only record a receivable equal to the earned portion of the contract. In addition, we only record deferred revenue on these government contracts when cash is received. Deferred revenues attributable to government contracts were $61.6 million and $57.6 million at December 31, 2008 and December 31, 2007, respectively. In addition, at December 31, 2008 and December 31, 2007, we had not recognized uncollected receivables or deferred revenues relating to government contracts that permit termination, of $12.1 million and $10.8 million, respectively.

Uncollectible fees receivable — The allowance for losses is composed of a bad debt and a sales and allowance reserve. Provisions are charged against earnings, either as a reduction to revenues or an increase to expense. The measurement of likely and probable losses and the allowance for uncollectible fees 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 fees 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 effectiveness of our collection efforts. The following table provides our total fees receivable, along with the related allowance for losses (in thousands):

	December 31,	
	2008	2007
Total fees receivable	$326,311	$363,376
Allowance for losses	(7,800)	(8,450)
Fees receivable, net	$318,511	$354,926

Impairment of goodwill and other intangible assets — The evaluation of goodwill is performed in accordance with Statement of Financial Accounting Standards No. 142, — "Goodwill and Other Intangible Assets" ("SFAS No. 142"). Among other requirements, this standard eliminated goodwill amortization upon adoption and requires ongoing annual assessments of goodwill impairment. The evaluation of other intangible assets is performed on a periodic basis. These assessments require management to estimate the fair values of our reporting units based on estimates of future business operations and market and economic conditions in developing long-term forecasts. If we determine that the fair value of any reporting unit is less than its carrying amount, we must recognize an impairment charge for the associated goodwill of that reporting unit against earnings in our financial statements. 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 that could trigger a review for impairment include the following:

- 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;
- Significant negative industry or economic trends;
- Significant decline in our stock price for a sustained period; and
- Our market capitalization relative to net book value.

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, and 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 expense 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 sheets. We record a valuation allowance to reduce our deferred tax assets when future realization is in question. We consider the availability of loss carryforwards, existing deferred tax liabilities, 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 are able to realize our deferred tax assets in the future in excess of our net recorded amount, an adjustment is made to reduce the valuation allowance and increase income in the period such determination is made. Likewise, if we determine that we will not be able to realize all or part of our net deferred tax asset in the future, an adjustment to the valuation allowance is charged against income in the period such determination is made.

On January 1, 2007, we adopted FASB Interpretation No. 48, “Accounting for Uncertainty in Income Taxes” (“FIN 48”) (see Note 11 — Income Taxes in the Notes to the Consolidated Financial Statements). FIN 48 is an interpretation of FASB Statement No. 109, “Accounting for Income Taxes,” and it seeks to reduce the diversity in practice associated with certain aspects of measurement and recognition in accounting for income taxes. In addition, FIN 48 provides guidance on derecognition, classification, interest and penalties, and accounting in interim periods and requires expanded disclosure with respect to the uncertainty in income taxes.

Accounting for stock-based compensation — On January 1, 2006, we adopted Statement of Financial Accounting Standards 123(R), “Share-Based Payment” (“SFAS No. 123(R)”), as interpreted by SEC Staff Accounting Bulletin No. 107 (“SAB No. 107”). Effective with the adoption of SFAS No. 123(R), the Company is recognizing stock-based compensation expense, which is based on the fair value of the award on the date of grant, over the related service period, net of estimated forfeitures (see Note 9 — Stock-Based Compensation in the Notes to the Consolidated Financial Statements).

Determining the appropriate fair value model and calculating the fair value of stock compensation awards requires the input of certain highly complex and subjective assumptions, including the expected life of the stock compensation awards and the Company’s common stock price volatility. In addition, determining the appropriate amount of associated periodic expense requires management to estimate the rate of employee forfeitures and the likelihood of achievement of certain performance targets. The assumptions used in calculating the fair value of stock compensation awards and the associated periodic expense represent management’s best estimates, but these estimates involve inherent uncertainties and the application of judgment. As a result, if factors change and the Company deems it necessary in the future to modify the assumptions it made or to use different assumptions, or if the quantity and nature of the Company’s stock-based compensation awards changes, then the amount of expense may need to be adjusted and future stock compensation expense could be materially different from what has been recorded in the current period.

Contingencies and other loss reserves and accruals — We record accruals 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. Additionally, we record accruals for estimated incentive compensation costs during each year. Amounts accrued at the end of each reporting period are based on our estimates and may require adjustment as the ultimate amount paid for these incentives are sometimes not known until after year end.

RESULTS OF OPERATIONS

In February 2008 the Company sold its Vision Events business, which had been part of its Events segment, and has reported the results of operations of this business as a discontinued operation (see Note 2 — Discontinued Operations in the Notes to the Consolidated Financial Statements). As a result, the results discussed below and in the “Segment Results” section for the years ended prior to December 31, 2008 have been restated to present the results of operations of the Vision Events business as a discontinued operation in order to be consistent with the current year presentation.

2008 VERSUS 2007

TOTAL REVENUES increased by $110.6 million, or 9%, to $1,279.1 million in 2008 from $1,168.5 million during 2007. Excluding the favorable effects of foreign currency translation, total revenues for 2008 would have increased 8% over 2007.

Total revenues increased in all of our geographic regions. Revenues from sales to United States and Canadian clients increased 9%, to $723.2 million in 2008 from $661.2 million in 2007. Revenues from sales to clients in Europe, the Middle East and Africa (“EMEA”) increased to $430.4 million in 2008 from $403.9 million in 2007, a 7% increase. Revenues from sales to clients in our Other International region increased 21%, to $125.4 million in 2008 from $103.3 million in 2007.

An overview of our results by segment follows:

- **Research** revenues increased 15% in 2008 to $773.3 million, compared to $673.3 million in 2007, and comprised approximately 60% and 58% of our total revenues in 2008 and 2007, respectively.

- **Consulting** revenues increased 7% in 2008 to $347.4 million, compared to $325.0 million in 2007, and comprised approximately 27% and 28% of our total revenues in 2008 and 2007, respectively.
- **Events** revenues were $150.1 million in 2008, a decrease of 6% from $160.1 million in 2007, and comprised approximately 12% and 14% of our total revenues in 2008 and 2007, respectively.
- **Other** revenues, consisting principally of research reprint revenues, declined to $8.3 million in 2008 from $10.0 million in 2007.

Please refer to the section of this MD&A entitled "Segment Results" for a further discussion of results by segment.

COST OF SERVICES AND PRODUCT DEVELOPMENT increased $24.0 million, or about 5%, when comparing 2008 with 2007, to $554.8 million from $530.8 million. Excluding the unfavorable impact of foreign exchange, Cost of service and product development would have increased by about 4%.

The year-over-year increase of $24.0 million was due to several factors. We had $17.0 million of higher salary, commissions, and other benefit costs, $5.7 million in additional severance and benefits charges related to our fourth quarter reduction in force, and $4.0 million in additional Events fulfillment costs. The impact of foreign currency translation added about $2.1 million of expense. Partially offsetting these higher charges was a decrease of approximately $3.0 million in lower headcount costs, primarily due to our exit from consulting operations in Asia-Pacific in mid-2007, as well as lower stock-compensation charges of about $1.2 million.

As a percentage of sales, Cost of services and product development was 43% and 45% in 2008 and 2007 respectively, a decrease of 2 points, which is due to a number of factors. These factors include higher revenues coupled with the inherent operating leverage in our Research business, improved productivity in core Consulting, substantially increased revenues in our higher margin contract optimization business in our Consulting segment, and a continued focus on expense management.

SELLING, GENERAL AND ADMINISTRATIVE ("SG&A") expense increased 13%, or $59.6 million, to $532.4 million in 2008 compared to $472.7 million in 2007. The year-over-year impact of foreign currency translation was flat.

The $59.6 million increase in SG&A expense resulted primarily from increased investment in our sales organization, severance and benefits charges related to our fourth quarter reduction in force, and increases in other payroll and benefits costs. Growth in our sales organization resulted in approximately $38.0 million of additional payroll and benefits, commissions, and travel expense in 2008 when compared to 2007. We now have 928 quota-bearing sales associates, a 15% increase over December 31, 2007. We had $2.8 million in severance and benefits charges related to our fourth quarter reduction in force, while higher payroll and related benefits costs for our other staff added about $13.0 million in costs. The remaining increase was spread across a number of other cost categories, which was offset to some extent by lower recruiting and stock-compensation charges.

DEPRECIATION expense increased 7% in 2008, to $25.9 million compared to $24.3 million for the prior year. The increase was primarily due to a change in the mix of investment in capital expenditures.

AMORTIZATION OF INTANGIBLES was $1.6 million in 2008 compared to $2.1 million in 2007. The decrease was due to certain intangibles becoming fully amortized in 2007.

OTHER CHARGES was zero in 2008 and $9.1 million in 2007. The $9.1 million included charges of $8.7 million related to the settlement of litigation and $2.7 million of severance costs related to the Company's exit from consulting operations in Asia. Offsetting these charges was a credit of $2.3 million related to an excess facility which the Company returned to service.

OPERATING INCOME was $164.4 million and $129.5 million in 2008 and 2007, respectively, an increase of $34.9 million, or 27%. Operating income as a percentage of revenues was 13% in 2008 and 11% in 2007, which is due to a number of factors, the most significant being the impact from higher revenues in our Research and Consulting businesses. Please refer to the section of this MD&A entitled "Segment Results" below for a further discussion of revenues and results by segment. The improved operating performance also reflects our continued focus on expense management, charges of $9.1 million in 2007 related to the settlement of litigation and other items, and a positive impact from foreign currency translation.

INTEREST EXPENSE, NET was $19.3 million and $22.2 million in 2008 and 2007, respectively, a decrease of $2.9 million. The decrease was primarily due to a decline in the weighted-average interest rate on our outstanding debt. The weighted-average interest rate on our debt, including the impact of our interest rate swaps, was 4.8% in 2008 and 6.0% in 2007. The impact of the lower average rate was partially offset by an increase in the weighted-average amount of debt outstanding of approximately $50.0 million during 2008. In 2008 we also had about $0.2 million of additional interest income, as well as a $0.2 million decrease in the amortization of debt issuance costs, both of which are recorded in Interest Expense, net.

OTHER (EXPENSE) INCOME, NET was $(0.4) million in 2008 and $3.2 million in 2007. The $(0.4) million Other expense in 2008 primarily consisted of a $1.2 million gain related to the settlement of a litigation matter and net foreign currency exchange gains and losses. The $3.2 million of Other income in 2007 primarily consisted of a $1.8 million gain from the settlement of a claim and net foreign currency exchange gains and losses.

PROVISION FOR INCOME TAXES on continuing operations was $47.6 million in 2008 as compared to $39.8 million 2007. The effective tax rate was 32.9% in 2008 and 36.0% in 2007. The lower effective tax rate in 2008 as compared to 2007 was attributable to several items. The most significant of these items included the following: (a) the Company generated a larger percentage of its income in low tax jurisdictions in 2008 as compared to 2007, and (b) differences relating to the tax impact of repatriated funds in 2008 as compared to 2007.

INCOME FROM DISCONTINUED OPERATIONS, NET OF TAXES, which includes the results of the Company's Vision Events business, was $6.7 million and $2.9 million for 2008 and 2007, respectively. The Company sold the Vision Events business, which had been part of the Company's Events segment, in early 2008. The results for 2008 include a net gain on the sale of approximately $7.1 million and a loss from operations of $(0.4) million.

NET INCOME was $103.9 million and $73.6 million for 2008 and 2007, respectively, an increase of $30.3 million, or 41%.

Basic earnings per share was $1.09 per share in 2008 and $0.71 per share in 2007, while diluted was $1.05 per share in 2008 and $0.68 per share in 2007. Both basic and diluted earnings for 2008 include $0.07 per share from discontinued operations, while basic and diluted earnings for 2007 include $0.03 per share from discontinued operations.

2007 VERSUS 2006

TOTAL REVENUES increased $131.2 million, or 13%, to $1,168.5 million in 2007 from $1,037.3 million during 2006. Excluding the favorable effects of foreign currency translation, total revenues for 2007 would have increased 9% over 2006.

- **Research** revenues increased 18% in 2007 to $673.3 million, compared to $571.2 million in 2006, and comprised approximately 58% and 55% of total revenues in 2007 and 2006, respectively.
- **Consulting** revenues in 2007 of $325.0 million were up 6% compared to $305.2 million in 2006, and comprised approximately 28% and 29% of total revenues in 2007 and 2006, respectively.
- **Events** revenues were $160.1 million in 2007, an increase of 9% from $146.4 million in 2006, and comprised approximately 14% of total revenues in both 2007 and 2006.
- **Other** revenues, consisting principally of research reprint revenues, declined to $10.0 million in 2007 from $14.4 million in 2006.

Please refer to the section of this MD&A entitled "Segment Results" for a further discussion of revenues by segment.

Revenues increased in all regions. Revenues from sales to United States and Canadian clients increased 9%, to $661.2 million in 2007 from $608.3 million in 2006. Revenues from sales to clients in Europe, the Middle East and Africa ("EMEA") increased to $403.9 million in 2007 from $337.7 million in 2006, a 20% increase. Revenues from sales to clients in the Other International region increased 13%, to $103.3 million in 2007 from $91.3 million in 2006.

COST OF SERVICES AND PRODUCT DEVELOPMENT increased $40.2 million, or 8%, when comparing 2007 with 2006, to $530.1 million from $490.6 million, respectively. Excluding the unfavorable effects of foreign currency translation, Cost of services and product development would have increased about 4%. The $40.2 million increase was primarily due to the impact of foreign currency, which added about $17.0 million of additional expense, $18.2 million of merit salary, bonus, and fringe increases, $6.4 million of higher event fulfillment costs driven by higher events revenue, and additional stock-based compensation costs under SFAS No. 123(R) of about $2.5 million. These increases were offset to some extent by lower non-sales headcount and other charges. For the years ended December 31, 2007 and 2006, Cost of services and product development as a percentage of revenue was 45% and 47%, respectively.

SELLING, GENERAL AND ADMINISTRATIVE ("SG&A") expense increased $59.7 million, or 14% to $472.7 million from $413.1 million when comparing 2007 to 2006. Excluding the unfavorable effects of foreign currency translation, SG&A expense would have increased by 12% year-over-year. The $59.7 million increase in SG&A year-over-year resulted primarily from increased investment in our sales organization, with expenses up approximately $30.0 million, foreign currency translation, which added about $9.1 million of expense, and additional stock-based compensation under SFAS No. 123(R) of $5.4 million. As of December 31, 2007, we had 806 sales associates, a 22% increase over the prior year-end. While SG&A expense increased 14% year-over-year, when sales-related expenses are excluded General and Administrative (G&A) expense was down about one percentage point year-over-year as a percentage of revenue.

DEPRECIATION expense for the year ended December 31, 2007 was $24.3 million compared to $23.4 million in 2006, driven by higher capital expenditures. We had $24.2 million and $21.1 million of capital expenditures in 2007 and 2006, respectively.

AMORTIZATION OF INTANGIBLES was $2.1 million in 2007 compared to $10.7 million in 2006. The decrease was due to certain intangibles becoming fully amortized in 2006.

META INTEGRATION CHARGES was zero in 2007 and $1.5 million in 2006. These expenses were primarily for severance, and for consulting, accounting, and tax services.

OTHER CHARGES was $9.1 million and zero in 2007 and 2006, respectively. The $9.1 million included charges of $8.7 million related to the settlement of litigation and $2.7 million of severance costs related to the Company's exit from consulting operations in Asia. Offsetting these charges was a credit of $2.3 million related to an excess facility which the Company returned to service.

OPERATING INCOME was $129.5 million and $98.0 million in 2007 and 2006, respectively, an increase of $31.4 million, or 32%. Operating income as a percentage of revenues was 11% in 2007 and 9% in 2006. The improved operating income primarily resulted from higher revenues in our Research and Consulting businesses. Please refer to the section of this MD&A entitled "Segment Results" below for a further discussion of revenues and results by segment.

INTEREST EXPENSE, NET was $22.2 million and $16.6 million for the years ended December 31, 2007 and 2006, respectively. The increase in our interest expense was due to a higher weighted-average amount of debt outstanding in 2007. The increased interest expense from additional debt outstanding was partially offset by a slight decline in rates and higher interest income.

OTHER (EXPENSE) INCOME, NET was $3.2 million and $(0.8) million for the years ended December 31, 2007 and 2006, respectively. 2007 includes a gain from the settlement of a claim for $1.8 million, while the majority of the remaining net balances in both years consists of net foreign currency exchange gains and losses.

PROVISION FOR INCOME TAXES was $39.8 million for 2007 as compared to $26.4 million in 2006. The effective tax rate for 2007 was 36.0% as compared to 32.7% for 2006. The higher effective tax rate in 2007 as compared to 2006 was attributable to several items. The most significant of these items included the following: (a) the Company generated a smaller percentage of its income in low tax jurisdictions in 2007 as compared to 2006, and (b) differences relating to the release of valuation allowances and changes in reserves.

INCOME FROM DISCONTINUED OPERATIONS, NET OF TAXES, which includes the results of the Company's Vision Events business, was $2.9 million and $3.9 million in 2007 and 2006, respectively.

NET INCOME was $73.6 million and $58.2 million for 2007 and 2006, respectively, an increase of $15.4 million, or 26%.

Basic earnings per share was $0.71 per share in 2007 and $0.51 per share in 2006, while diluted was $0.68 per share in 2007 and $0.50 per share in 2006. The basic and diluted earnings for both 2007 and 2006 includes $0.03 per share from discontinued operations.

2008 SEGMENT RESULTS

We evaluate reportable segment performance and allocate resources based on gross contribution margin. Gross contribution is defined as operating income excluding certain Cost of services and product development charges, and Selling, general and administrative expenses, Depreciation, META integration charges, Amortization of intangibles and Other charges. Gross contribution margin is defined as gross contribution as a percentage of revenues.

Research

Revenue in our Research business was up 15% in 2008, to $773.3 million, from $673.3 million for 2007. We had growth across our entire product portfolio in 2008. Excluding the favorable impact of foreign currency, revenue was up approximately 14% over the prior year.

Research gross contribution increased to $507.7 million in 2008 from $429.1 million in 2007, an 18% increase, while the contribution margin increased 2 points, to 66% from 64%. The year-over-year contribution margin improved primarily due to our stronger revenue performance coupled with the operating leverage inherent in our Research business, along with tight expense management.

Contract value was $834.3 million as of December 31, 2008, up 11% from $752.5 million at December 31, 2007. Adjusted for the favorable impact of foreign currency translation, contract value was up approximately 8%. At December 31, 2008, our research client retention rate remained strong at 82%, the same rate as of December 31, 2007. Wallet retention was 98% at December 31, 2008, down from 101% at December 31, 2007. Our Executive Program membership was 3,733 at December 31, 2008, compared to 3,753 members at December 31, 2007.

Consulting

Consulting revenues were $347.4 million and $325.0 million for 2008 and 2007, respectively, an increase of $22.4 million, or 7%. Excluding the favorable impact of foreign currency translation, revenues for 2008 were up about 6%. The revenue increase was due to strength in both the core Consulting and benchmarking businesses and exceptionally strong results in our contract optimization business. Contributing to the year-over-year revenue increase in our contract optimization business was the completion of one large contract in the fourth quarter of 2008 which resulted in approximately $11.0 million of revenue.

Consulting gross contribution of $141.4 million for 2008 increased 10% from the $128.2 million for 2007, while the contribution margin for 2008 increased 2 points, to 41% from 39% in the prior year. The increase in gross contribution and the gross contribution margin was driven by improved utilization on higher headcount and higher billing rates, and higher revenues in our contract optimization business, which has a higher margin than our core Consulting business.

Our consultant utilization rates were 72% and 69% for 2008 and 2007, respectively, while the $366 hourly billing rate was up about 3% year-over-year. Our billable headcount was 499 at December 31, 2008 compared to 472 at December 31, 2007. Our average annualized revenue per billable headcount was approximately $458,000 for 2008, about 7% higher than the prior year. These strong metrics reflect improved engagement management and the continuation of our focus on larger and more profitable engagements.

Consulting backlog, which represents future revenues to be recognized from in-process consulting, measurement and SAS, was $97.2 million at December 31, 2008, compared to $121.4 million at December 31, 2007, as bookings slowed in the fourth quarter of 2008 due to the weaker economic environment.

While we ended 2008 with 499 billable consultants, the reduction in force action we took in January 2009 reduced this number by approximately 30 consultants. This action was taken in order to better align our delivery resources with the lower backlog as we move into 2009.

Events

Events revenues decreased 6% year-over-year, or $10.0 million, to $150.1 million in 2008 compared to $160.1 million in 2007, reflecting lower revenues from both attendees and exhibitors. Excluding the favorable impact of foreign currency translation, events revenues were down approximately 7% year-over-year. We held 70 events in 2008 compared to 62 events in 2007, with overall attendance down about 6%, to 41,352 in 2008 from 44,216 in 2007.

The 70 events held in 2008 included 59 on-going events and 11 new events. During 2008, the number of exhibitors at our on-going events declined by approximately 13%, while attendance was 38,961 as compared to 42,554 attendees in 2007, an 8% decrease. Pricing at these on-going events declined slightly for attendees but increased slightly for exhibitors. Revenues from the 11 new events we held in 2008 was only slightly higher than the events we discontinued. The majority of the year-over-year revenue shortfall occurred in our fourth quarter, as travel restrictions, cuts in marketing budgets, and other expense controls at many companies took effect in response to the credit crisis and weakening global economy.

Events gross contribution was $65.0 million in 2008 compared to $81.9 million for 2007, while the year-over-year gross contribution margin declined by 8 points, to 43% from 51%. The decrease in gross contribution margin was primarily due to lower revenues, higher fulfillment costs, the impact of lower margin new events, and severance charges related to our reduction in force.

As a result of the travel restrictions and other budget cuts at many companies and the weakening economy, we have reduced the number of events planned in 2009 to 54, which reflects the discontinuance of 18 events, including our two Spring Symposia, as well as the launch of only two smaller, new events. The 18 discontinued events had approximately $21.0 million of revenue in 2008.

2007 SEGMENT RESULTS

Research

Revenue in our Research business increased $102.1 million or 18% in 2007, to $673.3 million compared to $571.2 million for 2006. We had year-over-year growth across our entire product portfolio and in all of our geographic regions. Excluding the favorable impact of foreign currency, revenue was up about 15% year-over-year. Research gross contribution increased to $429.1 million in 2007, from $345.5 million in 2006, a 24% increase, while the contribution margin increased 4 points, to 64% from 60%. The contribution margin improved primarily due to our stronger revenue performance.

Contract value was $752.5 million at December 31, 2007, up 18% from $640.3 million at December 31, 2006. The year-over-year increase was driven by increases in both core research and Executive Programs, and reflects the success of our new role-based product offerings. We had contract value growth across all of our major geographic regions and client industry segments. Adjusted for the favorable impact of foreign currency translation, contract value was up about 14% year-over-year.

At December 31, 2007, our research client retention rate remained strong at 82%, up from 81% at December 31, 2006. Wallet retention was 101% at December 31, 2007, up from 96% at December 31, 2006, reflecting higher spending at retained clients. Our Executive Program membership was 3,753 at December 31, 2007, which is up about 3% over the prior year-end.

Consulting

Consulting revenues were $325.0 million in 2007, compared to $305.2 million in 2006, an increase of 6%, or $19.8 million, despite a decline in billable headcount. Excluding the favorable impact of foreign currency translation, revenues were up 3% year-over-year. The increased revenue was driven by substantial improvement in our contract optimization business as well as higher utilization and billing rates in our core consulting business. Our contract optimization business was weak in the fourth quarter of 2006 due to changes in sales incentives, which we rectified in 2007. Billable headcount was 472 at December 31, 2007 compared to 518 at December 31, 2006, a 9% decrease. The reduced billable headcount primarily reflects our decision to exit our consulting business in Asia.

Consulting gross contribution of $128.2 million in 2007 increased 6% from $120.7 million in 2006, while contribution margin decreased 1 point, to 39% in 2007 from 40% in the prior year. The decrease in gross contribution margin year-over-year was driven by lower SAS revenue performance and additional investment in senior level consultants.

The consultant utilization rate was 69% and 64% for the years ended December 31, 2007 and 2006, respectively. The billing rate remained above $350 per hour for both 2007 and 2006. Our average annualized revenue per billable headcount was up about 5%, to approximately $430,000 in 2007 from $410,000 in 2006. Consulting backlog, which represents future revenues to be recognized from in-process consulting, measurement and SAS, increased 11%, to $121.4 million at December 31, 2007 from $109.6 million at December 31, 2006.

Events

Events revenues for 2007 increased 9%, or $13.7 million, to $160.1 million compared to $146.4 million in 2006. Adjusted for the favorable impact of foreign exchange, revenues were up approximately 5%. We held 62 events in 2007 and 58 in 2006. The increased revenue was primarily due to the addition of 10 new events in 2007 and an increase in both attendee volume and ticket prices.

Attendance at events was 44,216 in 2007, about an 8% increase over 2006. Gross contribution was $81.9 million in 2007 compared to $75.4 million in 2006, a 9% increase, while gross contribution margin was 51% in both 2007 and 2006.

LIQUIDITY AND CAPITAL RESOURCES

We finance our operations primarily through cash generated from our on-going operating activities. For the year ended December 31, 2008, we had cash from operating activities of $184.4 million, approximately 24% higher than the $148.3 million realized in 2007. During 2008, we used $200.8 million of our cash to repurchase our common shares.

As of December 31, 2008, we had $140.9 million of cash and cash equivalents and $178.3 million of available borrowing capacity under our revolving credit facility (not including a $100.0 million expansion feature). We believe that the cash we expect to earn from our on-going operating activities, our existing cash balances, and the borrowing capacity we have under our five-year revolving credit facility will be sufficient for our expected short-term and foreseeable long-term operating needs.

The following sections discuss the Company's changes in cash and cash equivalents for the three years ending December 31, 2008:

2008

Cash provided by operating activities totaled $184.4 million for the year December 31, 2008, compared to cash provided of $148.3 million for the year ended December 31, 2007, a $36.1 million, or 24% increase. The increase in cash flow from operating activities was primarily due to substantially increased cash from our core operations and improvement in our working capital, which together added approximately $45.0 million in higher operating cash flow. Our working capital improved primarily due to improved collection of receivables. Also contributing to the improved cash flow was $12.0 million in lower cash payments related to severance, excess facilities, and settlement of litigation, and about $2.0 million less in interest paid on our debt as interest rates declined. The improved operating cash flow in 2008 was somewhat offset by higher cash payments for taxes and bonuses of approximately $23.0 million.

Cash used in investing activities was $16.5 million for the year ended December 31, 2008, compared to cash used of $24.1 million in 2007. We had capital expenditures of $24.3 million in the year ended December 31, 2008, which was offset by net cash proceeds from the sale of our Vision Events business of approximately $7.8 million. We had capital expenditures of $24.2 million in 2007.

Cash used in financing activities totaled $119.8 million in 2008 compared to cash used of $93.7 million in 2007, an increase in cash used of $26.1 million. The increased use of cash was primarily due to a significantly higher use of cash for stock repurchases in 2008. We used an additional $34.0 million of cash to repurchase our shares in 2008, to $200.8 million in 2008 compared to $166.8 million in 2007. Partially offsetting the additional use of cash used for stock repurchases was an increase of $10.2 million in cash proceeds from stock issued for stock plans, which rose to $44.7 million in 2008 compared to $34.5 million in 2007, driven by higher option exercises.

Our cash and cash equivalents was $140.9 million as of December 31, 2008, compared to $109.9 million at December 31, 2007. The effect of exchange rate changes decreased cash and cash equivalents by approximately $17.1 million for the year ended December 31, 2008. Our cash and cash equivalents are held in numerous locations throughout the world, with 55% held outside the U.S. as of December 31, 2008.

2007

Cash provided by operating activities totaled $148.3 million for the year ended December 31, 2007, compared to cash provided of $106.3 million for the year ended December 31, 2006, an increase of $42.1 million, or 40%. The increase in cash flow from operating activities was primarily due to an increase in cash from our core operations of approximately $39.0 million, lower cash payments for taxes of about $21.0 million, and to a lesser extent, lower cash payments for severance and other items of $5.0 million. Offsetting these improvements was a payment of $9.5 million related to a legal settlement and higher cash payments for interest on our outstanding debt of about $8.0 million, and a higher reduction from excess tax benefits from stock-based compensation of $5.6 million.

Cash used in investing activities was $24.1 million for the year ended December 31, 2007, compared to $21.8 million in 2006. The increase was due to a year-over-year increase in capital expenditures, which increased to $24.2 million in 2007 from $21.1 million in 2006.

Cash used in financing activities increased slightly, to $93.7 million for the year ended December 31, 2007, compared to $91.5 million in 2006. On a net basis, we borrowed $24.0 million in 2007 compared to $123.0 million in 2006, a decrease of $99.0 million year-over-year. We decreased our use of cash to repurchase shares by $103.9 million, as we repurchased $166.8 million of our common stock in 2007 compared to $270.7 million in 2006. We received proceeds from stock issued under stock plans of $34.5 million in 2007, compared to $46.7 million in 2006, a decrease of $12.2 million. Excess tax benefits from stock compensation increased approximately $5.6 million, to $14.8 million in 2007 compared to $9.2 million in 2006.

At December 31, 2007, cash and cash equivalents totaled $109.9 million. The effect of exchange rates increased cash and cash equivalents by about $11.6 million during 2007.

OBLIGATIONS AND COMMITMENTS

At December 31, 2008, we had $416.3 million outstanding under our Credit Agreement, which provides for two amortizing term loans and a $300.0 million revolving credit facility. The revolving credit facility may be increased up to an additional $100.0 million at our lenders' discretion (the "expansion feature"), for a total revolving credit facility of $400.0 million. However, the $100.0 million expansion feature may or may not be available to us depending upon prevailing credit market conditions.

The term loans are being repaid in consecutive quarterly installments plus a final payment due on January 31, 2012, and may be prepaid at any time without penalty or premium at our option. The revolving loans may be borrowed, repaid and reborrowed until January 31, 2012, at which time all amounts borrowed must be repaid. See Note 6 — Debt in the accompanying notes to the consolidated financial statements for additional information regarding the Company's Credit Agreement.

The following table represents our contractual cash commitments due after December 31, 2008 (in thousands):

	Total	Less Than 1 Year	1-3 Years	4-5 Years	More Than 5 Years
Operating leases (1)	$136,484	$30,980	$ 43,448	$ 18,628	$43,428
Debt outstanding (2), (3)	416,250	57,750	207,750	150,750	—
Deferred compensation arrangement (4)	16,537	1,469	3,164	2,766	9,138
FASB Interpretation No. 48 tax liability (5)	2,306	2,306	—	—	—
Totals	$571,577	$92,505	$254,362	$172,144	$52,566

(1) The Company leases various facilities, furniture, and computer equipment expiring between 2009 and 2025.

(2) Represent amounts due under the Company's Credit Agreement.

(3) Excludes required interest payments on our outstanding debt due to the variable nature of the interest rates and resulting payment amounts. Information regarding current interest rates on the Company's debt is contained in Note 6—Debt in the Notes to the Consolidated Financial Statements contained within this Form 10-K. For the years ended December 31, 2008 and 2007, cash interest paid on our debt was $22.4 million and $24.1 million, respectively.

(4) Represents a liability under the Company's supplemental deferred compensation arrangement. Amounts payable to active employees whose payment date is unknown have been included in the More Than 5 Years category since the Company cannot determine when the amounts will be paid.

(5) Includes interest and penalties. In addition to the $2.3 million liability, approximately $16.3 million of unrecognized tax benefits have been recorded as liabilities in accordance with FASB Interpretation 48, and we are uncertain as to if or when such amounts may be settled. Related to the unrecognized tax benefits not included in the table, the Company has also recorded a liability for potential interest and penalties of $1.5 million.

QUARTERLY FINANCIAL DATA

(in thousands, except per share data) 2008	First	Second	Third	Fourth
Revenues	$290,099	$343,939	$297,706	$347,321
Operating income	26,330	47,575	34,682	55,781
Net income	21,544	29,900	18,781	33,646
Net income per share (1)				
Basic:				
From continuing operations	$ 0.15	$ 0.32	$ 0.20	$ 0.36
From discontinued operations (2)	0.07	—	—	—
	$ 0.22	$ 0.32	$ 0.20	$ 0.36
Diluted:				
From continuing operations	$ 0.14	$ 0.30	$ 0.19	$ 0.35
From discontinued operations (2)	0.07	—	—	—
	$ 0.21	$ 0.30	$ 0.19	$ 0.35

(in thousands, except per share data) 2007	First	Second	Third	Fourth
Revenues	$264,197	$292,848	$268,274	$343,156
Operating income (3)	19,470	20,439	22,526	67,023
Net income	8,192	14,048	12,494	38,819
Net income per share (1)				
Basic:				
From continuing operations	$ 0.09	$ 0.11	$ 0.11	$ 0.37
From discontinued operations	(0.01)	0.02	0.01	0.01
	$ 0.08	$ 0.13	$ 0.12	$ 0.38
Diluted:				
From continuing operations	$ 0.09	$ 0.11	$ 0.10	$ 0.36
From discontinued operations	(0.01)	0.02	0.01	0.01
	$ 0.08	$ 0.13	$ 0.11	$ 0.37

(1) The aggregate of the four quarters' basic and diluted earnings per common share may not equal the reported full calendar year amounts due to the effects of share repurchases, dilutive equity compensation, and rounding.

(2) The first quarter of 2008 includes $0.07 per share from gain on disposal of discontinued operations.

(3) Includes $9.1 million of pre-tax Other charges in the second quarter of 2007.

NEW ACCOUNTING STANDARDS

In December 2007, the FASB issued SFAS No. 141 (revised 2007), "Business Combinations" ("SFAS No. 141R"), which replaces FASB Statement No. 141. SFAS No. 141R establishes principles and requirements for how an acquirer recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, any non controlling interest in the acquiree, and the goodwill acquired in a business combination. The Statement requires that adjustments to tax benefits related to the acquiree that are recorded subsequent to the acquisition date will be recognized in income, rather than as an adjustment of goodwill under the current rules. The Statement also establishes disclosure requirements which will enable users to evaluate the nature and financial effects of the business combination. SFAS No. 141R is effective as of the beginning of an entity's fiscal year that begins after December 15, 2008, which for Gartner is the fiscal year beginning January 1, 2009.

As of December 31, 2008, we had approximately $8.3 million of unrecognized tax benefits and valuation allowances related to our acquisition of META. While the possibility exists that some portion of these items may reverse in future periods, we believe the impact to our provision and results of operations would not be significant. Accordingly, we do not believe the adoption of the standard will have a material impact on our financial position or results of operations.

In December 2007, the FASB issued SFAS No. 160, "Noncontrolling Interests in Consolidated Financial Statement—amendments of ARB No. 51 ("SFAS No. 160")." SFAS No. 160 requires the accounting and reporting of minority interests as noncontrolling interests and classified as a component of equity. The statement also establishes reporting requirements that provide sufficient disclosures that clearly identify and distinguish between the interests of the parent and the interests of the noncontrolling owners. SFAS No. 160 applies to all entities that prepare consolidated financial statements, except not-for-profit organizations, but will affect only those entities that have an outstanding noncontrolling interest in one or more subsidiaries or that deconsolidate a subsidiary. The statement is effective as of the beginning of an entity's first fiscal year beginning after December 15, 2008, which will be the Company's fiscal year beginning January 1, 2009. The Company does not believe the adoption of the standard will have a material impact on its financial position or results of operations.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

Interest Rate Risk

We have exposure to changes in interest rates resulting from $296.3 million outstanding on our two term loans and $120.0 million outstanding on our revolver, all of which are floating rate borrowings. Our borrowings may be either prime-based or Libor-based. Interest rates under these borrowings include a base rate plus a margin between 0.00% and 0.75% on prime borrowings and between .625% and 1.75% on Libor borrowings.

As of December 31, 2008, the annualized interest rates on the original 2007 term loan, the 2008 term loan, and revolver were 2.46%, 2.96%, and 1.47%, respectively. The rates on the original and new term loans consisted of a three-month LIBOR base rate plus margins of 1.00% and 1.50% on the original term loan and 2008 term loan, respectively. The rate on the revolver consisted of a one-month LIBOR base rate plus a margin of 1.00%.

We have two interest rate swap contracts which effectively convert the floating base rates on the term loans to fixed rates. Including the effect of the interest rate swaps, the annualized interest rates on the original term loan and 2008 term loan were 6.06% and 4.42%, respectively, as of December 31, 2008.

The Company does not hedge the interest rate risk on the revolver. Accordingly, we are still exposed to interest rate risk on the revolver. A 25 basis point increase or decrease in interest rates would change pre-tax annual interest expense on the $300.0 million revolver by approximately $0.7 million when fully utilized.

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’ equity 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 currencies 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 affect our consolidated revenues and expenses (as expressed in U.S. dollars) from foreign operations.

We are exposed to foreign currency transaction risk since we enter into foreign currency forward exchange contracts to offset the effects of adverse fluctuations in foreign currency exchange rates. These instruments are typically short term and are reflected at fair value with unrealized and realized gains and losses recorded in earnings. At December 31, 2008, we had 15 foreign currency forward contracts outstanding with a total notional amount of $73.4 million and a net unrealized loss of $2.5 million. All of these contracts matured in January 2009.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentration of credit risk consist primarily of short-term, highly liquid investments classified as cash equivalents, accounts receivable, and interest rate swap contracts. The majority of the Company’s cash equivalent investments and its two interest rate swap contracts are with investment grade commercial banks that are participants in the Company’s Credit Agreement. Accounts receivable balances deemed to be collectible from customers have limited concentration of credit risk due to our diverse customer base and geographic dispersion.

ITEM 8. CONSOLIDATED FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

Our consolidated financial statements for 2008, 2007, and 2006, together with the reports of KPMG LLP, independent registered public accounting firm, dated February 20, 2009, are included herein in this Annual Report on Form 10-K.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

None.

ITEM 9A. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Management conducted an evaluation, as of December 31, 2008, of the effectiveness of the design and operation of our disclosure controls and procedures, (as such term is defined in Rules 13a- 15(e) and 15d- 15(e) under the Securities Exchange Act of 1934 (the "Exchange Act")) 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 our 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 or submitted under the Act.

Management's Annual Report on Internal Control Over Financial Reporting

Gartner management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Gartner's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. In addition, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions and that the degree of compliance with the policies or procedures may deteriorate. Management assessed the effectiveness of our internal control over financial reporting as of December 31, 2008. In making this assessment, management used the criteria set forth in the Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Management's assessment was reviewed with the Audit Committee of the Board of Directors.

Based on its assessment of internal control over financial reporting, management has concluded that, as of December 31, 2008, Gartner's internal control over financial reporting was effective.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal controls over financial reporting during the quarter ended December 31, 2008 that have materially affected, or are reasonably likely to materially affect our internal controls over financial reporting.

ITEM 9B. OTHER INFORMATION

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required to be furnished pursuant to this item will be set forth under the captions "Proposal One: Election of Directors," "Executive Officers," "Corporate Governance," "Section 16(a) Beneficial Ownership Reporting Compliance" and "Miscellaneous — Available Information" in the Company's Proxy Statement to be filed with the SEC no later than April 30, 2009. If the Proxy Statement is not filed with the SEC by April 30, 2009, such information will be included in an amendment to this Annual Report filed by April 30, 2009. See also Item 1. Business — Available Information.

NYSE Certification

The NYSE requires that the chief executive officers of its listed companies certify annually to the NYSE that they are not aware of violations by their companies of NYSE corporate governance listing standards. The Company submitted a non-qualified certification by its Chief Executive Officer to the NYSE in 2008 in accordance with the NYSE's rules.

ITEM 11. EXECUTIVE COMPENSATION.

The information required to be furnished pursuant to this item is incorporated by reference from the information set forth under the caption "Executive Compensation" in the Company's Proxy Statement to be filed with the SEC no later than April 30, 2009. If the Proxy Statement is not filed with the SEC by April 30, 2009, such information will be included in an amendment to this Annual Report filed by April 30, 2009.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.

The information required to be furnished pursuant to this item will be set forth under the caption "Security Ownership of Certain Beneficial Owners and Management" in the Company's Proxy Statement to be filed with the SEC by April 30, 2009. If the Proxy Statement is not filed with the SEC by April 30, 2009, such information will be included in an amendment to this Annual Report filed by April 30, 2009.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE.

The information required to be furnished pursuant to this item will be set forth under the captions "Transactions With Related Persons" and "Corporate Governance — Director Independence" in the Company's Proxy Statement to be filed with the SEC by April 30, 2009. If the Proxy Statement is not filed with the SEC by April 30, 2009, such information will be included in an amendment to this Annual Report filed by April 30, 2009.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES.

The information required to be furnished pursuant to this item will be set forth under the caption "Principal Accountant Fees and Services" in the Company's Proxy Statement to be filed with the SEC no later than April 30, 2009. If the Proxy Statement is not filed with the SEC by April 30, 2009, such information will be included in an amendment to this Annual Report filed by April 30, 2009.

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PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

(a) 1. and 2. Consolidated Financial Statements and Schedules

The reports of our independent registered public accounting firm and consolidated financial statements listed in the Index to Consolidated Financial Statements herein are filed as part of this report.

All financial statement schedules not listed in the Index have been omitted because the information required is not applicable or is shown in the consolidated financial statements or notes thereto.

3. Exhibits

EXHIBIT NUMBER	DESCRIPTION OF DOCUMENT
3.1a(1)	Restated Certificate of Incorporation of the Company.
3.1b(2)	Certificate of Designation, Preferences and Rights of Series A Junior Participating Preferred Stock of the Company, dated November 27, 2006.
3.2(3)	Amended Bylaws, as amended through February 2, 2006.
4.1(1)	Form of Certificate for Common Stock as of June 2, 2005.
4.2(2)	Second Amended and Restated Rights Agreement, dated as of November 6, 2006, between the Company and American Stock Transfer & Trust Company (as successor Rights Agent of Mellon Investor Services LLC).
4.3(5)	Credit Agreement, dated as of January 31, 2007, among the Company, the several lenders from time to time parties thereto, and JPMorgan Chase Bank, N.A. as administrative agent (the “Credit Agreement”).
4.4 (13)	First Amendment dated as of April 9, 2008 to the Credit Agreement.
10.1(6)	Form of Indemnification Agreement.
10.2(4)	Amended and Restated Securityholders Agreement dated as of July 12, 2002 among the Company, Silver Lake Partners, L.P. and other parties thereto.
10.3(7)	Lease dated December 29, 1994 between Soundview Farms and the Company for premises at 56 Top Gallant Road, 70 Gatehouse Road, and 88 Gatehouse Road, Stamford, Connecticut.
10.4(8)	Lease dated May 16, 1997 between Soundview Farms and the Company for premises at 56 Top Gallant Road, 70 Gatehouse Road, 88 Gatehouse Road and 10 Signal Road, Stamford, Connecticut (amendment to lease dated December 29, 1994, see exhibit 10.3(7)).
10.5(7)+	1991 Stock Option Plan as amended and restated on October 19, 1999.
10.6(9)+	2002 Employee Stock Purchase Plan, as amended and restated effective June 1, 2008.
10.7(1)+	1994 Long Term Stock Option Plan, as amended and restated on October 12, 1999.
10.8(1)+	1998 Long Term Stock Option Plan, as amended and restated on October 12, 1999.
10.9(10)+	1999 Stock Option Plan.
10.10(1)+	2003 Long-Term Incentive Plan, as amended and restated on June 29, 2005.
10.11*	2008-1 Amendment to 2003 Long-Term Incentive Plan dated October 28, 2008.
10.12*	2008-2 Amendment to 2003 Long-Term Incentive Plan dated October 28, 2008.
10.13*	Amended and Restated Employment Agreement between Eugene A. Hall and the Company dated as of December 31, 2008.
10.14(11)+	Restricted Stock Agreement by and between Eugene A. Hall and the Company dated November 9, 2005.

EXHIBIT NUMBER	DESCRIPTION OF DOCUMENT
10.15*	Company Deferred Compensation Plan, effective January 1, 2009.
10.16*	Company Executive Benefits Program, effective December 19, 2008.
10.17(12)+	Form of Stock Appreciation Right Agreement for executive officers.
10.18(12)+	Form of Restricted Stock Unit Agreement for executive officers.
21.1*	Subsidiaries of Registrant.
23.1*	Consent of Independent Registered Public Accounting Firm
24.1	Power of Attorney (see Signature Page).
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.

* Filed with this document.

\+ Management compensation plan or arrangement.

(1) Incorporated by reference from the Company's Current Report on Form 8-K dated June 29, 2005 as filed on July 6, 2005.

(2) Incorporated by reference from the Company's Current Report on Form 8-K dated November 30, 2006 as filed on November 30, 2006.

(3) Incorporated by reference from the Company's Current Report on Form 8-K dated February 2, 2006 as filed on February 7, 2006.

(4) Incorporated by reference from the Company's Annual Report on Form 10-K as filed on December 29, 2002.

(5) Incorporated by reference from the Company's Current Report on Form 8-K dated February 6, 2007 as filed on February 6, 2007.

(6) Incorporated by reference from the Company's Registration Statement on Form S-1 (File No. 33-67576), as amended, effective October 4, 1993.

(7) Incorporated by reference from the Company's Annual Report on Form 10-K as filed on December 21, 1995

(8) Incorporated by reference from the Company's Annual Report on Form 10-K filed on December 22, 1999.

(9) Incorporated by reference from the Company's Quarterly Report on Form 10-Q as filed on May 10, 2005.

(10) Incorporated by reference from the Company's Form S-8 as filed on February 16, 2002.

(11) Incorporated by reference from the Company's Quarterly Report on Form 10-Q as filed on November 9, 2005.

(12) Incorporated by reference from the Company's Current Report on Form 8-K dated February 11, 2009 as filed on February 12, 2009.

(13) Incorporated by reference from the Company's Current Report on Form 8-K dated April 9, 2008 as filed on April 14, 2008.

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INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

GARTNER, INC.
CONSOLIDATED FINANCIAL STATEMENTS

All financial statement schedules have been omitted because the information required is not applicable or is shown in the consolidated financial statements or notes thereto.

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders
Gartner, Inc.:

We have audited the accompanying consolidated balance sheets of Gartner, Inc. and subsidiaries (Gartner, Inc. or the Company) as of December 31, 2008 and 2007, and the related consolidated statements of operations, stockholders' (deficit) equity and comprehensive income, and cash flows for each of the years in the three-year period ended December 31, 2008. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards as established by the Auditing Standards Board (United States) and in accordance with the auditing standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Gartner, Inc. and subsidiaries as of December 31, 2008 and 2007, and the results of their operations and their cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Gartner Inc.'s internal control over financial reporting as of December 31, 2008, based on criteria established in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and our report dated February 20, 2009 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

/s/ KPMG LLP

New York, New York
February 20, 2009

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders
Gartner, Inc.:

We have audited Gartner, Inc. and subsidiaries (Gartner, Inc. or the Company) internal control over financial reporting as of December 31, 2008, based on criteria established in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Gartner Inc.'s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Gartner, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2008, based on criteria established in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Gartner, Inc. and subsidiaries as of December 31, 2008 and 2007, and the related consolidated statements of operations, stockholders' (deficit) equity and comprehensive income, and cash flows for each of the years in the three-year period ended December 31, 2008, and our report dated February 20, 2009 expressed an unqualified opinion on those consolidated financial statements.

/s/ KPMG LLP

New York, New York
February 20, 2009

GARTNER, INC.
CONSOLIDATED BALANCE SHEETS
(IN THOUSANDS, EXCEPT SHARE DATA)

	December 31, 2008	December 31, 2007
ASSETS		
Current assets:		
Cash and cash equivalents	$ 140,929	$ 109,945
Fees receivable, net of allowances of $7,800 and $8,450 respectively	318,511	354,926
Deferred commissions	52,149	53,537
Prepaid expenses and other current assets	42,935	39,382
Total current assets	554,524	557,790
Property, equipment and leasehold improvements, net	61,869	66,551
Goodwill	398,737	416,181
Intangible assets, net	2,015	3,645
Other assets	75,920	89,043
Total assets	$ 1,093,065	$1,133,210
LIABILITIES AND STOCKHOLDERS' (DEFICIT) EQUITY		
Current liabilities:		
Accounts payable and accrued liabilities	$ 219,381	$ 215,990
Deferred revenues	395,278	423,522
Current portion of long-term debt	177,750	236,500
Total current liabilities	792,409	876,012
Long-term debt	238,500	157,500
Other liabilities	83,472	82,200
Total liabilities	1,114,381	1,115,712
Commitments and contingencies (note 7)		
Stockholders' (deficit) equity:		
Preferred stock:		
$.01 par value, authorized 5,000,000 shares; none issued or outstanding	—	—
Common stock:		
$.0005 par value, authorized 250,000,000 shares for both periods; 156,234,416 shares issued for both periods	78	78
Additional paid-in capital	570,667	545,654
Unearned compensation, net	—	(386)
Accumulated other comprehensive (loss) income, net	(1,741)	23,641
Accumulated earnings	426,428	322,557
Treasury stock, at cost, 62,353,575 and 57,202,660 common shares, respectively	(1,016,748)	(874,046)
Total stockholders' (deficit) equity	(21,316)	17,498
Total liabilities and stockholders' (deficit) equity	$ 1,093,065	$1,133,210

See Notes to Consolidated Financial Statements.

GARTNER, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(IN THOUSANDS, EXCEPT PER SHARE DATA)

	Year Ended December 31, 2008	2007	2006
Revenues:			
Research	$ 773,257	$ 673,335	$ 571,217
Consulting	347,404	325,030	305,231
Events	150,080	160,065	146,412
Other	8,324	10,045	14,439
Total revenues	1,279,065	1,168,475	1,037,299
Costs and expenses:			
Cost of services and product development	554,837	530,807	490,560
Selling, general and administrative	532,365	472,737	413,053
Depreciation	25,880	24,298	23,444
Amortization of intangibles	1,615	2,091	10,753
META integration charges	—	—	1,450
Other charges	—	9,084	—
Total costs and expenses	1,114,697	1,039,017	939,260
Operating income	164,368	129,458	98,039
Interest income	3,121	2,912	2,517
Interest expense	(22,390)	(25,066)	(19,098)
Other (expense) income, net	(358)	3,193	(797)
Income before income taxes	144,741	110,497	80,661
Provision for income taxes	47,598	39,831	26,403
Income from continuing operations	97,148	70,666	54,258
Income from discontinued operations, net of taxes (note 2)	6,723	2,887	3,934
Net income	$ 103,871	$ 73,553	$ 58,192
Net income per share:			
Basic:			
Income from continuing operations	$ 1.02	$ 0.68	$ 0.48
Income from discontinued operations	.07	.03	.03
	$ 1.09	$ 0.71	$ 0.51
Diluted:			
Income from continuing operations	$ 0.98	$ 0.65	$ 0.47
Income from discontinued operations	.07	.03	.03
	$ 1.05	$ 0.68	$ 0.50
Weighted average shares outstanding:			
Basic	95,246	103,613	113,071
Diluted	99,028	108,328	116,203

See Notes to Consolidated Financial Statements.

GARTNER, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' (DEFICIT) EQUITY AND COMPREHENSIVE INCOME
(IN THOUSANDS)

	Common Stock	Additional Paid-In Capital	Unearned Compensation, Net	Accumulated Other Comprehensive Income (Loss), Net	Accumulated Earnings	Treasury Stock	Total Stockholders' (Deficit) Equity
Balance at December 31, 2005	$ 77	$511,062	$ (6,652)	$ 6,320	$ 187,652	$ (551,871)	$ 146,588
Cumulative effect of adoption of SAB No. 108, net of tax (note 8)		7,167			3,160		10,327
Adjusted opening balance at January 1, 2006	77	518,229	(6,652)	6,320	190,812	(551,871)	156,915
Comprehensive income:							
Net income	—	—	—	—	58,192	—	58,192
Other comprehensive income:							
Foreign currency translation adjustments	—	—	—	7,340	—	—	7,340
Interest rate swap and investment, net of tax	—	—	—	775	—	—	775
Pension unrecognized loss, net of tax	—	—	—	(736)	—	—	(736)
Other comprehensive income				7,379			7,379
Comprehensive income							65,571
Adoption of SFAS No. 158, net of tax	—	—	—	(602)	—	—	(602)
Issuances under stock plans	1	1,634	2,361	—	—	42,736	46,732
Excess tax benefits from stock compensation	—	9,159	—	—	—	—	9,159
Purchase of shares for treasury stock	—	—	—	—	—	(269,204)	(269,204)
Stock compensation (net of forfeitures)	—	15,664	2,083	—	—	—	17,747
Balance at December 31, 2006	$ 78	$544,686	$ (2,208)	$ 13,097	$ 249,004	$ (778,339)	$ 26,318
Comprehensive income:							
Net income	—	—	—	—	73,553	—	73,553
Other comprehensive income:							
Foreign currency translation adjustments	—	—	—	10,570	—	—	10,570
Interest rate swap, net of tax	—	—	—	(2,966)	—	—	(2,966)
Pension unrecognized gain, net of tax	—	—	—	2,940	—	—	2,940
Other comprehensive income				10,544			10,544
Comprehensive income							84,097
Issuances under stock plans	—	(36,210)	—	—	—	73,357	37,147
Excess tax benefits from stock compensation	—	14,759	—	—	—	—	14,759
Purchase of shares for treasury stock	—	—	—	—	—	(169,064)	(169,064)
Stock compensation (net of forfeitures)	—	22,419	1,822	—	—	—	24,241
Balance at December 31, 2007	$ 78	$545,654	$ (386)	$ 23,641	$ 322,557	$ (874,046)	$ 17,498
Comprehensive income:							
Net income	—	—	—	—	103,871	—	103,871
Other comprehensive loss:							
Foreign currency translation adjustments	—	—	—	(20,497)	—	—	(20,497)
Interest rate swaps, net of tax	—	—	—	(6,060)	—	—	(6,060)
Pension unrecognized gain, net of tax	—	—	—	1,175	—	—	1,175
Other comprehensive loss				(25,382)			(25,382)
Comprehensive income							78,489
Issuances under stock plans	—	(10,128)	—	—	—	55,874	45,746
Excess tax benefits from stock compensation	—	14,831	—	—	—	—	14,831
Purchase of shares for treasury stock	—	—	—	—	—	(198,576)	(198,576)
Stock compensation (net of forfeitures)	—	20,310	386	—	—	—	20,696
Balance at December 31, 2008	$ 78	$570,667	$ —	$ (1,741)	$ 426,428	$(1,016,748)	$ (21,316)

See Notes to Consolidated Financial Statements.

GARTNER, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(IN THOUSANDS)

	Year Ended December 31, 2008	2007	2006
Operating activities:			
Net income	$ 103,871	$ 73,553	$ 58,192
Adjustments to reconcile net income to net cash provided by operating activities:			
Gain on sale of Vision Events business (note 2)	(7,061)	—	—
Depreciation and amortization of intangibles	27,495	26,389	34,197
Stock-based compensation expense	20,696	24,241	16,660
Excess tax benefits from stock-based compensation expense	(14,831)	(14,759)	(9,159)
Deferred taxes	2,617	6,740	6,830
Amortization and writeoff of debt issue costs	1,222	1,363	1,627
Changes in assets and liabilities:			
Fees receivable, net	20,987	(10,880)	(3,876)
Deferred commissions	(1,403)	(5,266)	(2,774)
Prepaid expenses and other current assets	(21)	(857)	(4,562)
Other assets	2,907	(12,288)	(1,562)
Deferred revenues	(308)	26,858	33,574
Accounts payable, accrued, and other liabilities	28,179	33,241	(22,883)
Cash provided by operating activities	184,350	148,335	106,264
Investing activities:			
Additions to property, equipment and leasehold improvements	(24,332)	(24,172)	(21,113)
Proceeds from sale of Vision Events business	7,847	—	—
Other investing activities, net	30	36	(688)
Cash used in investing activities	(16,455)	(24,136)	(21,801)
Financing activities:			
Proceeds from terminated interest rate swap	—	1,167	—
Proceeds from stock issued for stock plans	44,702	34,458	46,732
Proceeds from debt issuance	180,000	525,000	190,000
Payments for debt issuance costs	(801)	(1,257)	(45)
Payments on debt	(157,750)	(501,000)	(66,667)
Purchases of treasury stock	(200,817)	(166,822)	(270,704)
Excess tax benefits from stock-based compensation expense	14,831	14,759	9,159
Cash used by financing activities	(119,835)	(93,695)	(91,525)
Net increase (decrease) in cash and cash equivalents	48,060	30,504	(7,062)
Effects of exchange rates on cash and cash equivalents	(17,076)	11,640	4,581
Cash and cash equivalents, beginning of period	109,945	67,801	70,282
Cash and cash equivalents, end of period	$ 140,929	$ 109,945	$ 67,801
Supplemental disclosures of cash flow information:			
Cash paid during the period for:			
Interest	$ 22,380	$ 24,100	$ 14,900
Income taxes, net of refunds received	$ 19,961	$ 3,564	$ 11,160

See Notes to Consolidated Financial Statements.

GARTNER, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation. The fiscal year of Gartner, Inc. (the "Company") represents the period from January 1 through December 31. Certain prior year amounts have been reclassified to conform to the current year presentation. When used in these notes, the terms "Company," "we," "us," or "our" mean Gartner, Inc. and its consolidated subsidiaries.

Principles of consolidation. The consolidated financial statements include the accounts of the Company and its majority-owned subsidiaries. All significant intercompany transactions and balances have been eliminated. Investments in companies in which the Company owns less than 50% but have the ability to exercise significant influence over operating and financial policies are accounted for using the equity method. All other investments for which the Company does not have the ability to exercise significant influence are accounted for under the cost method of accounting.

On April 1, 2005, the Company acquired META Group, Inc. ("META"), which was a technology and research firm. The acquisition was accounted for as a purchase business combination. The consolidated financial statements include the results of META from the date of acquisition.

Use of estimates. The preparation of the accompanying consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions about future events. These estimates and the underlying assumptions affect the amounts of assets and liabilities reported, disclosures about contingent assets and liabilities, and reported amounts of revenues and expenses. Such estimates include the valuation of accounts receivable, goodwill, intangible assets, and other long-lived assets, as well as tax accruals and other liabilities. In addition, estimates are used in revenue recognition, income tax expense, stock-based compensation charges, depreciation and amortization, and the allowance for loan losses. Management believes its use of estimates in the accompanying consolidated financial statements to be reasonable.

Management evaluates its estimates on an ongoing basis using historical experience and other factors, to include the general economic environment. We adjust such estimates when facts and circumstances dictate. However, these estimates may involve significant uncertainties and judgments and cannot be determined with precision. In addition, these estimates are based on our best judgment at a point in time.

The current global credit crisis and economic downturn, volatile foreign currency rates, and cuts in travel, marketing and technology budgets have combined to increase the risks and uncertainty inherent in such estimates. These external factors have increased the risks the Company's faces as it relates in particular to estimates regarding the collection of receivables and the valuation of goodwill.

As future events and their effects cannot be determined with precision, actual results could differ significantly from the estimates we have used. Changes in those estimates resulting from continuing weakness in the economic environment could be material and would be reflected in the Company's financial statements in future periods.

Revenues and commission expense recognition. The Company typically enters into annually renewable subscription contracts for research products. Revenues from research products are deferred and recognized ratably over the applicable contract term. The Company records the commission obligation related to research contracts upon the signing of the contract and amortizes the corresponding deferred commission expense over the contract period in which the related revenues are earned.

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 may have cancellation or fiscal funding clauses, which have not produced material cancellations to date. With the exception of certain government contracts which permit termination and contracts with special billing terms, it is Company policy to record the entire amount of the contract that is billable as a fee receivable at the time the contract is signed, which represents a legally enforceable claim, and a corresponding amount as deferred revenue. 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 revenue attributable to government contracts was $61.6 million and $57.6 million at December 31, 2008 and 2007, respectively. In addition, at December 31, 2008 and 2007, the Company had not recognized receivables or deferred revenues relating to government contracts that permit termination of $12.1 million and $10.8 million, respectively, which had been billed but not yet collected.

Consulting revenues, primarily derived from consulting, measurement and strategic advisory services (paid one-day analyst engagements), are principally generated from fixed fee or time and materials for discrete projects. Revenues for such projects are recognized as work is delivered and/or services are provided. Unbilled fees receivables associated with consulting engagements were $35.3 million at December 31, 2008, and $35.8 million at December 31, 2007. Revenues related to contract optimization contracts are contingent in nature and are only recognized upon satisfaction of all conditions related to their payment.

Events revenues are deferred and recognized upon the completion of the related symposium, conference or exhibition. In addition, the Company defers certain costs directly related to events and expenses these costs in the period during which the related symposium, conference or exhibition occurs. The Company policy is to defer only those costs, primarily prepaid site and production services costs, which are incremental and are directly attributable to a specific event. Other costs of organizing and producing our events, primarily Company personnel and non-event specific expenses, are expensed in the period incurred. At the end of each fiscal quarter, the

Company assesses on an event-by-event basis whether expected direct costs of producing a scheduled event will exceed expected revenues. If such costs are expected to exceed revenues, the Company records the expected loss in the period determined.

Other revenues consist primarily of fees from research reprints. Reprint fees are recognized when the reprint is shipped.

Cash and cash equivalents. All highly liquid investments with original maturities of three months or less are classified as cash equivalents. The carrying value of these investments approximates fair value based upon their short-term maturity. Investments with maturities of more than three months are classified as marketable securities.

Property leases. Costs to lease facilities, including contractual rent concessions and rent increases, are expensed ratably over the life of the lease. This expense was $22.5 million in 2008, $23.8 million in 2007, and $22.6 million for 2006.

Property, equipment and leasehold improvements. Property, equipment and leasehold improvements are stated at cost less accumulated depreciation and amortization. Property and equipment are depreciated using the straight-line method over the estimated useful lives of the assets. Leasehold improvements are amortized using the straight-line method over the shorter of the estimated useful lives of the assets or the remaining term of the related leases. Property, equipment and leasehold improvements, less accumulated depreciation and amortization consist of the following (in thousands):

		December 31,	
	Useful Life (Years)	2008	2007
Computer equipment and software	2—7	$ 123,970	$ 143,268
Furniture and equipment	3—8	34,220	38,136
Leasehold improvements	2—10	49,110	50,311
		207,300	231,715
Less — accumulated depreciation and amortization		(145,431)	(165,164)
		$ 61,869	$ 66,551

Total depreciation expense was $25.9 million, $24.3 million, and $23.4 million in 2008, 2007, and 2006, respectively.

At December 31, 2008 and 2007, capitalized development costs for internal use software were $19.6 million and $18.6 million, respectively, net of accumulated amortization of $18.9 million and $12.4 million, respectively. Amortization of capitalized internal software development costs, which is included in Depreciation in the Consolidated Statements of Operations, totaled $7.4 million, $6.5 million, and $4.6 million during 2008, 2007, and 2006, respectively.

Intangible assets. Intangible assets are amortized using the straight-line method over their expected useful lives. Customer relationships are amortized over five years, while noncompete agreements are generally amortized over two to five years.

Intangible assets subject to amortization include the following (in thousands):

December 31, 2008	Customer Relationships	Noncompete Agreements	Total
Gross cost	$ 7,700	$ 278	$ 7,978
Accumulated amortization	(5,775)	(188)	(5,963)
Net	$ 1,925	$ 90	$ 2,015

December 31, 2007	Customer Relationships	Noncompete Agreements	Total
Gross cost	$ 7,700	$ 498	$ 8,198
Accumulated amortization	(4,235)	(318)	(4,553)
Net	$ 3,465	$ 180	$ 3,645

Aggregate amortization expense related to intangible assets was $1.6 million, $2.1 million, and $10.8 million for 2008, 2007, and 2006, respectively.

The estimated future amortization expense by year from purchased intangibles is as follows (in thousands):

2009	$ 1,589
2010	426
	$ 2,015

Goodwill. Goodwill represents the excess of the purchase price of acquired businesses over the estimated fair value of the tangible and identifiable intangible net assets acquired. Under SFAS No. 142, “Goodwill and Other Intangible Assets,” goodwill is not amortized but is tested for impairment, at least annually, at the reporting unit level. A reporting unit can be an operating segment or a business if discrete financial information is prepared and reviewed by management. Under the impairment test, if a reporting unit’s carrying amount exceeds its estimated fair value, goodwill impairment is recognized to the extent that the reporting unit’s carrying amount of goodwill exceeds the implied fair value of the goodwill. The fair value of reporting units is estimated using discounted cash flows, market multiples, and other valuation techniques.

The changes to the carrying amount of goodwill by reporting segment during 2008 and the balance at December 31, 2008, follows (in thousands):

	Balance December 31, 2007	Currency Translation Adjustments	Adjustments	Balance December 31, 2008
Research (1)	$ 289,199	$ (10,600)	$ (520)	$ 278,079
Consulting	88,425	(4,377)	—	84,048
Events (2)	36,475	(107)	(1,840)	34,528
Other	2,082	—	—	2,082
Total goodwill	$ 416,181	$ (15,084)	$ (2,360)	$ 398,737

(1) The Company reduced Research goodwill by $0.5 million due to a META tax purchase accounting adjustment. The adjustment relates to the utilization or anticipated utilization of net operating losses for which a valuation was recorded at the acquisition date.

(2) The Company reduced Events segment goodwill by $1.8 million related to the sale of its Visions Events business in February 2008 (see Note 2 — Discontinued Operations).

Impairment of long-lived assets and intangible assets. The Company reviews long-lived assets and intangible assets other than goodwill for impairment whenever events or changes in circumstances indicate that the carrying amount of the respective asset may not be recoverable. Such evaluation may be based on a number of factors including current and projected operating results and cash flows, changes in management’s strategic direction as well as other economic and market variables. The Company’s policy regarding long-lived assets and intangible assets other than goodwill is to evaluate the recoverability of these assets by determining whether the balance can be recovered through undiscounted future operating cash flows. Should events or circumstances indicate that the carrying value might not be recoverable based on undiscounted future operating cash flows, an impairment loss would be recognized. The amount of impairment, if any, is measured based on the difference between projected discounted future operating cash flows using a discount rate reflecting the Company’s average cost of funds and the carrying value of the asset.

Pension obligations. The Company has defined-benefit pension plans in several of its international locations (see Note 13— Employee Benefits). Benefits earned under these plans are based on years of service and level of employee compensation. The Company accounts for material defined benefit plans in accordance with the requirements of Statement of Financial Accounting Standards No. 87, — “Employers’ Accounting for Pensions,” as amended (SFAS No. 87). Under SFAS No. 87, the benefit obligation and related benefit expense is based on actuarial assumptions and valuations. The Company had $2.2 million, $2.7 million, and $2.9 million of expense under these plans in 2008, 2007, and 2006, respectively.

Foreign currency translation. All assets and liabilities of foreign subsidiaries are translated into U.S. dollars at exchange rates in effect at the balance sheet date. The resulting translation adjustments are recorded as foreign currency translation adjustments, a component of Accumulated Other Comprehensive Income (Loss), net within the Stockholders’ equity section of the Consolidated Balance Sheets. Income and expense items are translated at average exchange rates for the year. Currency transaction gains or losses arising from transactions denominated in currencies other than the functional currency of a subsidiary are included in results of operations within Other income (expense), net within the Consolidated Statements of Operations. Net currency transaction (losses) gains were $(1.6) million in 2008, $1.1 million in 2007, and $(0.6) million during 2006.

We may enter into foreign currency forward exchange contracts to offset the effects of adverse fluctuations in foreign currency exchange rates. These contracts generally have a short maturity and are recorded at fair value with unrealized and realized gains and losses recorded in Other income (expense). During 2008, the net loss from these contracts was $(0.6) million. At December 31, 2008, the Company had 15 foreign currency forward contracts outstanding with a total notional value of $73.4 million. All of these contracts expired in January 2009.

Income taxes. Deferred tax assets and liabilities are recognized based on differences between the book and tax basis of assets and liabilities using presently enacted tax rates. The provision for income taxes is the sum of the amount of income tax paid or payable for the year as determined by applying the provisions of enacted tax laws to taxable income for that year and the net changes during the year in deferred tax assets and liabilities. We credit additional paid-in capital for realized tax benefits arising from stock transactions with employees. The tax benefit on a nonqualified stock option is equal to the tax effect of the difference between the market price of the Company's common stock on the date of exercise and the exercise price.

Sales taxes. Sales tax collected from customers remitted to governmental authorities is presented on a net basis in the Consolidated Statements of Operations.

Fair value disclosures. The Company's fair value disclosures are included in Note 12—Fair Value Disclosures.

Concentrations of credit risk. Items that potentially subject the Company to concentration of credit risk at December 31, 2008 consist primarily of short-term, highly liquid investments classified as cash equivalents, accounts receivable, interest rate swaps, and a pension reinsurance asset. The majority of the Company's cash equivalent investments and its two interest rate swap contracts are with investment grade commercial banks that are participants in the Company's Credit Agreement. Accounts receivable balances deemed to be collectible from customers have limited concentration of credit risk due to our diverse customer base and geographic dispersion. The Company's pension reinsurance asset is maintained with a large international insurance company that was rated investment grade as of December 31, 2008.

Stock repurchase programs. The Company records the cost to repurchase its own shares to treasury stock. During 2008, 2007 and 2006, the Company recorded $198.6 million, $169.1 million, and $269.2 million, respectively, of stock repurchases (see Note 8—Equity). Shares repurchased by the Company are added to treasury shares and are not retired*.*

Accounting for stock-based compensation. On January 1, 2006, the Company adopted Statement of Financial Accounting Standards 123(R), "Share-Based Payment" ("SFAS No. 123(R)"), as interpreted by SEC Staff Accounting Bulletin No. 107 ("SAB No. 107"). Stock-based compensation cost is based on the fair value of the award on the date of grant, which is expensed over the related service period, net of forfeitures. The service period is the period over which the employee performs the related services, which is normally the same as the vesting period. The Company adopted SFAS No. 123(R) under the modified prospective transition method, and consequently prior period results have not been restated. Under this transition method, the Company's reported stock compensation expense includes: a) expense related to the remaining unvested portion of awards granted prior to January 1, 2006, which is based on the grant date fair value estimated in accordance with the original provisions of SFAS No. 123; and b) expense related to stock compensation awards granted subsequent to January 1, 2006, which is based on the grant date fair value estimated in accordance with the provisions of SFAS No. 123(R).

Prior to January 1, 2006, the Company applied APB Opinion No. 25, "Accounting for Stock Issued to Employees" ("APB 25") in accounting for its employee stock compensation and applied 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 was used to account for stock-based employee compensation plans and expense was not recorded for awards that did not have intrinsic value.

During 2008, 2007, and 2006, the Company had $20.7 million, $24.2 million, and $16.7 million, respectively, of stock-based compensation expense (see Note 9—Stock-Based Compensation).

Recent accounting developments.

In December 2007, the FASB issued SFAS No. 141 (revised 2007), "Business Combinations" ("SFAS No. 141R"), which replaces FASB Statement No. 141. SFAS No. 141R establishes principles and requirements for how an acquirer recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, any non controlling interest in the acquiree, and the goodwill acquired in a business combination. The Statement requires that adjustments to tax benefits related to the acquiree that are recorded subsequent to the acquisition date will be recognized in income, rather than as an adjustment of goodwill under the current rules. The Statement also establishes disclosure requirements which will enable users to evaluate the nature and financial effects of the business combination. SFAS No. 141R is effective as of the beginning of an entity's fiscal year that begins after December 15, 2008, which for Gartner is the fiscal year beginning January 1, 2009.

In December 2007, the FASB issued SFAS No. 160, "Noncontrolling Interests in Consolidated Financial Statement—amendments of ARB No. 51 ("SFAS No. 160")." SFAS No. 160 requires the accounting and reporting of minority interests as noncontrolling interests and classified as a component of equity. The statement also establishes reporting requirements that provide sufficient disclosures that clearly identify and distinguish between the interests of the parent and the interests of the noncontrolling owners. SFAS No. 160

applies to all entities that prepare consolidated financial statements, except not-for-profit organizations, but will affect only those entities that have an outstanding noncontrolling interest in one or more subsidiaries or that deconsolidate a subsidiary. The statement is effective as of the beginning of an entity's first fiscal year beginning after December 15, 2008, which will be the Company's fiscal year beginning January 1, 2009.

2—DISCONTINUED OPERATIONS

In February 2008 the Company sold its Vision Events business, which had been part of the Company's Events segment, for $11.4 million in cash. In accordance with SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets," the operating results of the Vision Events business have been reported separately as a discontinued operation for all periods presented. The Vision Events business generated revenues of zero, $20.7 million, and $23.0 million in 2008, 2007 and 2006, respectively, and had operating (loss) income of $(0.3) million, $2.9 million and $3.9 million in 2008, 2007, and 2006, respectively.

The Company realized net cash proceeds from the sale of approximately $7.8 million. The Company recorded a net gain on the sale of approximately $7.1 million after deducting direct costs to sell, a charge of $1.8 million of Events segment goodwill, and related tax charges. The gain is recorded in Income from discontinued operations on the Consolidated Statements of Operations. The goodwill charge was recorded in accordance with SFAS No. 142, "Goodwill and Other Intangible Assets," which requires an allocated portion of goodwill to be included in the gain or loss on disposal of a portion of a reporting unit. As of December 31, 2007, the recorded assets and liabilities of the Vision Events business consisted primarily of $3.3 million of accounts receivable and prepaid expenses, while recorded liabilities consisted primarily of $3.4 million of deferred revenues. These amounts were not material to the Company's Condensed Consolidated Balance Sheet or Cash Flow as of December 31, 2007.

3**—OTHER CHARGES**

The Company recorded Other charges of $0 in 2008, $9.1 million in 2007, and $0 in 2006.

Other charges of $9.1 million recorded in 2007 included charges of $8.7 million related to a litigation settlement and $2.7 million related to our decision to exit consulting operations in Asia. Offsetting these charges was a credit of $2.3 million related to an excess facility.

The $8.7 million litigation settlement charge in 2007 related to a settlement agreement the Company entered into with Expert Choice, Inc. and the Company's insurance carriers to settle all claims, causes of action and disputes arising out of the litigation entitled Expert Choice, Inc. v. Gartner, Inc., U.S. District Court, District of Connecticut, Civil Docket 3:03cv02234. The settlement agreement provided for full and complete mutual releases among the parties, dismissal of the litigation and resolved all disputes between the parties. The total amount of the settlement was $21.5 million, of which $9.5 million was paid by the Company, and an aggregate of $12.0 million was paid by the Company's insurers. In addition to the $8.7 million charge recorded in 2007, the Company had previously accrued $1.0 million toward the settlement of this matter.

The Company also recorded a charge of $2.7 million in 2007 for severance and benefits costs related to the Company's decision to exit from consulting operations in Asia, which resulted in a reduction of 31 consultants. In addition, the Company also recorded a credit of approximately $2.3 million to reduce an accrual related to an excess facility, which was returned to service. The Company had recorded the original accrual for this excess facility in 2002.

The following table summarizes the activity related to restructuring costs recorded as Other Charges in the Consolidated Statements of Operations (in thousands):

	Workforce Reduction Costs	Excess Facilities Costs	Asset Impairments and Other	Total
Accrued liability at December 31, 2005	$ 3,591	$ 20,595	$ 587	$ 24,773
Charges during 2006	—	—	—	—
Currency translation and reclassifications	(113)	284	(120)	51
Payments	(2,797)	(5,849)	(467)	(9,113)
Accrued liability at December 31, 2006	$ 681	$ 15,030	$ —	$ 15,711
Charges during 2007	2,682	—	8,681	11,363
Adjustment for excess facility	—	(2,280)	—	(2,280)
Currency translation and reclassifications	(156)	164	—	8

	Workforce Reduction Costs	Excess Facilities Costs	Asset Impairments and Other	Total
Payments	(2,871)	(5,138)	(8,681)	(16,690)
Accrued liability at December 31, 2007	$ 336	$ 7,776	$ —	$ 8,112
Charges during 2008	—	—	—	—
Currency translation and reclassifications	(114)	—	—	(114)
Payments	(222)	(4,117)	—	(4,339)
Accrued liability at December 31, 2008 (1), (2)	$ —	$ 3,659	$ —	$ 3,659

(1) The $3.7 million liability for excess facilities represents the present value of the estimated remaining lease payments less projected sublease income. Accretion expense related to the obligations is charged to operations.

(2) Costs for excess facilities will be paid as the leases expire, through 2011. The Company intends to fund these payments from existing cash.

4—OTHER ASSETS

Other assets consist of the following (in thousands):

	December 31, 2008	December 31, 2007
Security deposits	$ 2,796	$ 2,328
Debt issuance costs	2,376	2,441
Benefit plan related assets	23,095	27,248
Non-current deferred tax assets	46,378	55,845
Other	1,275	1,181
Total other assets	$ 75,920	$ 89,043

5—ACCOUNTS PAYABLE, ACCRUED, AND OTHER LIABILITIES

Accounts payable and accrued liabilities consist of the following (in thousands):

	December 31, 2008	December 31, 2007
Accounts payable	$ 12,130	$ 11,264
Accrued bonus	45,040	49,792
Payroll and related benefits payable	50,340	47,574
Taxes payable	29,508	22,454
Commissions payable	33,797	35,347
Termination benefits payable (1)	8,500	336
Excess facilities costs	3,311	4,116
Other accrued liabilities	36,755	45,107
Total accounts payable and accrued liabilities	$219,381	$215,990

(1) The $8.5 million termination benefits payable at December 31, 2008 represents an accrual for severance and benefits costs related to a reduction in the Company's workforce of 117 employees. The Company recorded the charge in the fourth quarter of 2008 in accordance with SFAS No. 112, "Employers' Accounting for Postemployment Benefits." The Company expects the majority of the $8.5 million will be paid in the first half of 2009.

Other liabilities consist of the following (in thousands):

	December 31, 2008	December 31, 2007
Non-current deferred revenue	$ 1,913	$ 3,083
Excess facilities costs	348	3,660
Long-term taxes payable	15,386	16,005
Benefit plan-related liabilities	30,098	35,545
Other	35,727	23,907
Total other liabilities	$83,472	$82,200

6—DEBT

Credit Agreement

The Company has a Credit Agreement dated as of January 31, 2007 that provides for a $300.0 million revolving credit facility and a five-year, $180.0 million term loan (the "original term loan"). On April 9, 2008, the Company entered into a First Amendment (the "First Amendment") with the lenders to the Credit Agreement, which provided for a new $150.0 million term loan (the "2008 term loan"). The revolving credit facility may be increased up to an additional $100.0 million at the discretion of the Company's lenders (the "expansion feature"), for a total revolving credit facility of $400.0 million. However, the $100.0 million expansion feature may or may not be available to the Company depending upon prevailing credit market conditions. To date the Company has not sought to borrow under the expansion feature.

Borrowings under the Credit Agreement carry interest rates that are either prime-based or Libor-based. Interest rates under these borrowings include a base rate plus a margin between 0.00% and 0.75% on Prime-based borrowings and between 0.625% and 1.75% on Libor-based borrowings. Generally, the Company's borrowings are Libor-based. The revolving loans may be borrowed, repaid and reborrowed until January 31, 2012, at which time all amounts borrowed must be repaid. The revolver borrowing capacity is reduced for both amounts outstanding under the revolver and for letters of credit.

The original term loan will be repaid in 18 consecutive quarterly installments which commenced on September 30, 2007, with the final payment due on January 31, 2012, and may be prepaid at any time without penalty or premium at the option of the Company. The 2008 term loan is co-terminus with the original 2007 term loan under the Credit Agreement and will be repaid in 16 consecutive quarterly installments which commenced June 30, 2008, plus a final payment due on January 31, 2012, and may be prepaid at any time without penalty or premium at the option of Gartner.

The Credit Agreement contains certain customary restrictive loan covenants, including, among others, financial covenants requiring a maximum leverage ratio, a minimum fixed charge coverage ratio, and a minimum annualized contract value ratio and covenants limiting Gartner's ability to incur indebtedness, grant liens, make acquisitions, be acquired, dispose of assets, pay dividends, repurchase stock, make capital expenditures, and make investments.

The Company was in full compliance with its debt covenants as of December 31, 2008. A failure to comply with these covenants in the future could result in acceleration of all amounts outstanding under the Credit Agreement, which would materially impact our financial condition unless accommodations could be negotiated with our lenders.

At December 31, 2008, the Company had $416.3 million in total debt outstanding under the Credit Agreement, which included $157.5 million outstanding under the original term loan, $138.8 million outstanding under the 2008 term loan, and $120.0 million outstanding under the revolver. The Company had approximately $178.3 million of available borrowing capacity under the $300.0 million revolving credit facility (not including the expansion feature) as of December 31, 2008.

As of December 31, 2008, the annualized interest rates on the original term loan, 2008 term loan, and revolver were 2.46%, 2.96%, and 1.47%, respectively. The rates on the original term loan and 2008 term loan consisted of a three-month LIBOR base rate plus margins of 1.00% and 1.50%, respectively. The rate on the revolver consisted of a one-month LIBOR base rate plus a margin of 1.00%. For 2008, 2007, and 2006, the Company had $22.4 million, $25.1 million, and $19.1 million, respectively, in interest expense, which includes amounts related to debt outstanding and interest received/paid on the interest rate swaps discussed below.

Interest Rate Swap Contracts

The Company has two interest rate swap contracts that hedge the base interest rate risk on its two term loans. The effect of the swaps is to convert the floating base rates on the term loans to fixed rates. Under the swap terms, the Company pays a fixed rate and in return receives a three-month LIBOR rate. The three-month LIBOR rate received on the swaps matches the base rate paid on the term loans since the Company optionally selects a three-month LIBOR rate on the term loans. Both of the interest rate swaps are amortizing swaps such that the notional value of the swaps declines over time and constantly matches the outstanding amounts of the term loans. Including the effect of the interest rate swaps, the annualized interest rates on the original term loan and 2008 term loan were 6.06% and 4.42%, respectively, as of December 31, 2008.

The Company accounts for the swaps as cash flow hedges in accordance with SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities" ("SFAS No. 133"). SFAS No. 133 requires all derivatives, whether designated as hedges or not, to be recorded on the balance sheet at fair value. Since the swaps qualify as cash flow hedges under SFAS No. 133, changes in the fair values of the swaps are recorded in Other comprehensive income as long as the swaps continue to effectively hedge the base interest rate risk on the respective term loans. Any ineffective portion of changes in the fair value of the hedges is recorded in earnings. At December 31, 2008, there was no ineffective portion of the hedges as defined under SFAS No. 133. The two interest rate swaps had a net negative fair value of approximately $14.7 million at December 31, 2008, which is recorded in Other comprehensive income, net of tax effect.

Letters of Credit

The Company issues letters of credit and related guarantees in the ordinary course of business. At December 31, 2008, the Company had outstanding letters of credit and guarantees of approximately $3.8 million.

7—COMMITMENTS AND CONTINGENCIES

The Company leases various facilities, furniture, and computer equipment under operating lease arrangements expiring between 2009 and 2025. The future minimum annual cash payments under non-cancelable operating lease agreements at December 31, 2008, are as follows (in thousands):

Year ended December 31,	
2009	$ 30,980
2010	26,572
2011	16,876
2012	11,116
2013	7,512
Thereafter	43,428
Total minimum lease payments (1)	$136,484

(1) Excludes approximately $7.7 million of contractual sublease rental income.

We are involved in legal proceedings and litigation arising in the ordinary course of business. We believe that the potential liability, if any, in excess of amounts already accrued from all proceedings, claims and litigation will not have a material effect on our financial position or results of operations when resolved in a future period.

The Company has various agreements that may obligate us 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 we customarily agree 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 us under these agreements have not been material. As of December 31, 2008, we did not have any indemnification agreements that would require material payments.

The Company received cash proceeds of $1.2 million in 2008 related to the settlement of a litigation matter and $1.8 million in 2007 related to the settlement of a claim. These amounts were recorded as gains in Other (expense) income, net in the Consolidated Statements of Operations.

8—EQUITY

Capital stock. Holders of common stock are entitled to one vote per share on all matters to be voted by stockholders. The Company does not currently pay cash dividends on its common stock. Also, our credit arrangement contains a negative covenant which may limit our ability to pay dividends. In addition, our Amended and Restated Security Holders Agreement with Silver Lake requires us to obtain Silver Lake's consent prior to declaring or paying dividends.

The following table summarizes transactions relating to the Company's common stock for the three years' ending December 31, 2008:

	Issued Shares	Treasury Stock Shares
Balance at December 31, 2005	153,549,434	39,214,747
Issuances under stock plans	2,684,982	(1,952,616)
Purchases for treasury	—	14,907,460
Balance at December 31, 2006	156,234,416	52,169,591
Issuances under stock plans	—	(3,353,421)
Purchases for treasury	—	8,386,490
Balance at December 31, 2007	156,234,416	57,202,660
Issuances under stock plans	—	(4,568,658)
Purchases for treasury	—	9,719,573
Balance at December 31, 2008	156,234,416	62,353,575

Share repurchase programs. In February 2007, the Company's Board of Directors authorized a new program to repurchase up to $200.0 million of Gartner common stock, which the Board of Directors supplemented in February 2008 with an additional $250.0 million authorization for share repurchases. The new program replaced the repurchase program approved in October 2005.

Repurchases under the program are generally made from time-to-time through open market purchases. Repurchases are subject to the availability of stock, prevailing market conditions, the trading price of the stock, the Company's financial performance and other conditions. Repurchases will be funded from cash flow from operations and possible borrowings under the Company's Credit Agreement.

During 2008, 2007, and 2006, the Company had $198.6 million, $169.1 million, and $269.2 million, respectively, of common share repurchases. Included in these totals is $26.9 million and $200.0 million for shares repurchased directly from Silver Lake in 2008 and 2006, respectively.

Adoption of Staff Accounting Bulletin No. 108. The Company adopted SEC Staff Accounting Bulletin No. 108, "Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements" ("SAB No. 108") effective the beginning of the fiscal year ended December 31, 2006. SAB No. 108 provides guidance on the consideration of the effects of prior year misstatements in quantifying current year misstatements for the purpose of a materiality assessment. SAB No. 108 establishes an approach that requires quantification of financial statement errors based on the effects on each of the Company's financial statements and related financial statement disclosures.

In accordance with the requirements of SAB No. 108, the Company adjusted its opening accumulated earnings for 2006 in the accompanying Consolidated Statements of Stockholders' (Deficit) Equity and Comprehensive Income for the three items described below. The net impact of these adjustments increased the Company's opening balance of accumulated earnings for 2006 by approximately $3.2 million and increased the opening balance of additional paid-in-capital by approximately $7.2 million. The Company considered these adjustments to be immaterial to its Consolidated Statements of Operations and its Consolidated Balance Sheets in prior periods.

The Company recorded an adjustment of $10.7 million related to an overstatement of current taxes payable, resulting in an increase to opening accumulated earnings of $7.4 million and a $3.3 million increase to opening additional paid-in capital. The adjustment had no impact on tax expense. The adjustment was due to the carryover impact of an excess payable balance from prior years in the current taxes payable account which had accumulated over a period of years prior to 2000.

Prior to October 1999, the exercise price of stock options granted to employees under the Company's stock option plans was equal to the average of the closing price of the Company's common stock for the five trading days immediately preceding the grant date. In 2006, the Company determined that for valuation purposes, the exercise price should have been the closing price on the date of grant (which is the formula used by the Company since October 1999). Accordingly, the Company revalued options granted prior to October 1999 using the closing price on the date of grant and determined that an additional $6.0 million of compensation expense should have been recorded. The cumulative effect of the adjustment resulted in a reduction of opening accumulated earnings of approximately $3.8 million, an increase to additional paid-in capital of $3.9 million, and a tax effect of less than $0.1 million.

Lastly, the Company recorded an adjustment of $0.7 million related to a correction in the accounting treatment of certain operating leases, which resulted in a reduction of opening accumulated earnings of approximately $0.4 million, net of tax effect of $0.3 million. Promulgated accounting principles require contractual rent concessions and rent increases to be applied ratably over the life of the operating lease. The Company only applied this requirement to operating leases above a certain threshold, with the resulting adjustment amount accumulating over a period of years.

9—STOCK-BASED COMPENSATION

The Company grants stock-based compensation awards as an incentive for employees and directors to contribute to the Company's long-term success. The Company's stock compensation awards include stock options, stock-settled stock appreciation rights, restricted stock, service- and performance-based restricted stock units, and common stock equivalents. At December 31, 2008, the Company had approximately 5.8 million shares of common stock available for awards of stock-based compensation under its 2003 Long-Term Incentive Plan.

The Company accounts for stock-based compensation in accordance with Statement of Financial Accounting Standards 123(R), Share-Based Payment (“SFAS No. 123(R)”), as interpreted by SEC Staff Accounting Bulletins No. 107 (“SAB No. 107”) and No. 110 (“SAB No. 110”). Under SFAS No. 123(R), stock-based compensation expense is based on the fair value of the award on the date of grant, which is recognized over the related service period, net of estimated forfeitures. The service period is the period over which the related service is performed, which is generally the same as the vesting period. At the present time, the Company issues treasury shares upon the exercise or settlement of stock-based compensation awards.

Determining the appropriate fair value model and calculating the fair value of stock compensation awards requires the input of certain highly complex and subjective assumptions, including the expected life of the stock compensation awards and the Company’s common stock price volatility. In addition, determining the appropriate amount of associated periodic expense requires management to estimate the rate of employee forfeitures and the likelihood of the achievement of certain performance targets. The assumptions used in calculating the fair value of stock compensation awards and the associated periodic expense represent management’s best estimates, but these estimates involve inherent uncertainties and the application of judgment. As a result, if factors change and the Company deems it necessary in the future to modify the assumptions it made or to use different assumptions, or if the quantity and nature of the Company’s stock-based compensation awards changes, then the amount of expense may need to be adjusted and future stock compensation expense could be materially different from what has been recorded in the current period.

The Company recognized the following amounts of stock-based compensation expense under SFAS No. 123(R) in the Consolidated Statement of Operations for the years ended December 31 (in millions):

Amount recorded in:	2008	2007	2006
Costs of services and product development	$ 9.6	$ 10.8	$ 8.2
Selling, general, and administrative	11.1	13.4	8.5
Total stock-based compensation expense (1)	$ 20.7	$ 24.2	$ 16.7

(1) Includes $1.3 million, $0.9 million, and $1.4 million for charges related to retirement-eligible employees in 2008, 2007, and 2006, respectively.

As of December 31, 2008, the Company had $40.5 million of total unrecognized stock-based compensation cost, which is expected to be recognized as stock-based compensation expense over the remaining weighted-average service period of approximately 2.1 years. Currently, the Company issues treasury shares upon the exercise or settlement of stock-based compensation awards.

Stock-Based Compensation Awards

The following disclosures provide information regarding the Company’s stock-based compensation awards, all of which are classified as equity awards in accordance with SFAS No. 123(R):

Stock Options

The Company may grant stock options to employees that allow them to purchase shares of the Company’s common stock at a certain price. The Company determines the fair value of stock options at the date of grant using the Black-Scholes-Merton valuation model. Options vest annually over a four-year vesting period, and options granted prior to 2005 expire ten years from the grant date, whereas options granted beginning in 2005 generally expire seven years from the grant date. The Company has not made new stock option awards since 2006.

The Company recognized $1.9 million, $5.8 million, and $7.9 million of expense related to stock options in 2008, 2007, and 2006, respectively. There was no remaining unamortized cost related to stock options as of December 31, 2008. The Company received $42.0 million and $31.7 million of cash from stock option exercises in 2008 and 2007, respectively.

A summary of the changes in stock options outstanding for the year ended December 31, 2008, follows:

	Options in millions	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term
Outstanding at December 31, 2007	9.9	$11.02	4.31 years
Forfeited or expired	(0.1)	11.31	na
Exercised (1)	(3.7)	14.57	na
Outstanding at December 31, 2008 (2)	6.1	$10.78	3.56 years
Vested and exercisable at December 31, 2008 (2)	6.1	$10.78	3.56 years

na=not applicable

(1) Options exercised during 2008 had an aggregate intrinsic value of $45.4 million.

(2) At December 31, 2008, options outstanding and options vested and exercisable had an aggregate intrinsic value of $42.8 million.

Stock Appreciation Rights

Stock-settled stock appreciation rights ("SARs") are settled in common shares and are similar to options as they permit the holder to participate in the appreciation of the Company's common stock. SARs may be settled in common shares by the employee once the applicable vesting criteria have been met. When SARs are exercised, the number of Gartner common shares awarded is calculated as follows: (1) the total proceeds from the SARs exercise (the closing price of Gartner common stock on the date of exercise less the exercise price of the SARs, multiplied by the number of SARs exercised) is divided by (2) the closing price of Gartner common stock on the exercise date. The Company will withhold a portion of the common shares issuable upon exercise to satisfy minimum statutory tax withholding requirements. SARs recipients do not have any of the rights of a Gartner stockholder, including voting rights and the right to receive dividends and distributions, until after actual shares of common stock are issued in respect of the award, which is subject to the prior satisfaction of the vesting and other criteria relating to such grants. At the present time, SARs are awarded only to the Company's executive officers.

The Company determines the fair value of SARs on the date of grant using the Black-Scholes-Merton valuation model. The SARs vest ratably over a four-year service period and they expire seven years from the grant date. Total compensation expense for SARs was $3.2 million, $2.4 million, and $1.0 million in 2008, 2007, and 2006, respectively.

A summary of the changes in SARs outstanding for the year ended December 31, 2008, follows:

	SARs in millions	Weighted Average Exercise Price	Weighted Average Grant Date Fair Value	Weighted Average Remaining Contractual Term
Outstanding at December 31, 2007	1.7	$17.07	$6.75	5.59 years
Granted	0.7	18.10	6.37	6.13 years
Forfeited or expired	(0.2)	17.95	6.58	na
Exercised	(0.1)	15.69	6.34	na
Outstanding at December 31, 2008 (1)	2.1	$17.42	$6.61	5.12 years
Vested and exercisable at December 31,2008 (1)	0.6	$16.11	$6.45	4.54 years

na=not applicable

(1) At December 31, 2008, SARs outstanding had an intrinsic value of $3.2 million. SARs vested and exercisable had an intrinsic value of $1.5 million.

The fair value of the Company's SARs was determined on the date of grant using the Black-Scholes-Merton valuation model with the following weighted-average assumptions for the years ended December 31:

	2008	2007	2006
Expected dividend yield (1)	0%	0%	0%
Expected stock price volatility (2)	36%	33%	40%
Risk-free interest rate (3)	2.8%	4.7%	4.7%
Expected life in years (4)	4.75	4.74	4.81

(1) The dividend yield assumption is based on the history and expectation of the Company's dividend payouts. Historically Gartner has not paid cash dividends on its common stock.

(2) The determination of expected stock price volatility was based on both historical Gartner common stock prices and implied volatility from publicly traded options in Gartner common stock.

(3) The risk-free interest rate is based on the yield of a U.S. Treasury security with a maturity similar to the expected life of the award.

(4) The expected life in years is based on the "simplified" calculation provided for in SEC Staff Accounting Bulletin No. 107. The simplified method determines the expected life in years based on the vesting period and contractual terms as set forth when the award is made. The Company continues to use the simplified method for awards of stock-based compensation after January 1, 2008 as permitted by SEC Staff Accounting Bulletin 110 ("SAB No. 110"), since it does not have the necessary historical exercise and forfeiture data to determine an expected life for SARs. Originally, the use of the simplified method was due to expire on December 31, 2007, but SAB No. 110 permits continued use of the simplified method if the Company concludes that it is not reasonable to base its estimate of expected term on its experience with historical exercise patterns.

Restricted Stock, Restricted Stock Units, and Common Stock Equivalents

Restricted stock awards give the awardee the right to vote the restricted common shares and to receive dividends and distributions on these shares; however, the awardee may not sell the restricted shares until all restrictions on the release of the shares have lapsed and the shares are released. Restricted stock units (RSUs) give the awardee the right to receive Gartner common shares when the restrictions lapse and the vesting conditions are met, and each RSU that vests entitles the awardee to one common share. RSU awardees do not have any of the rights of a Gartner stockholder, including voting rights and the right to receive dividends and distributions, until after the common shares are released. Common stock equivalents (CSEs) are convertible into Gartner common shares, and each CSE entitles the holder to one common share. Certain members of our Board of Directors receive directors' fees payable in CSEs unless they opt for cash payment. Generally, the CSEs are converted when service as a director terminates.

The fair value of restricted stock, restricted stock units (RSUs), and common stock equivalents (CSEs) is determined on the date of grant based on the closing price of the Company's common stock as reported by the New York Stock Exchange on that date. The fair value of these awards is recognized as compensation expense as follows: (i) outstanding restricted stock awards vest based on the achievement of a market condition and are expensed on a straight-line basis over three years; (ii) service-based RSUs vest ratably over four years and are expensed on a straight-line basis over four years; (iii) performance-based RSUs are subject to both performance and service conditions, vest ratably over four years, and are expensed on an accelerated basis as required by SFAS No. 123(R); and (iv) CSEs vest immediately and are recorded as expense on the date of grant.

The Company recognized the following amounts of stock-based compensation expense for the years ended December 31 (in millions):

Award type:	2008	2007	2006
Restricted stock	$ 0.4	$ 1.8	$2.1
Restricted stock units (RSUs)	14.8	13.7	5.2
Common stock equivalents (CSEs)	0.4	0.5	0.5
	$15.6	$16.0	$7.8

A summary of the changes in restricted stock, RSUs, and CSEs during the year ended December 31, 2008 is presented in the table below:

	Restricted Stock	Weighted-Average Grant Date Fair Value	Restricted Stock Units (RSUs)	Weighted-Average Grant Date Fair Value	Common Stock Equivalents (CSEs)	Weighted-Average Grant Date Fair Value
Unvested at December 31, 2007	200,000	$7.30	2,188,782	$18.33	—	$ —
Granted (1), (2)	—	—	1,273,280	18.37	21,478	19.85
Vested or settled (2)	—	—	(637,671)	18.00	(21,478)	19.85
Forfeited	—	—	(209,544)	18.68	—	—
Unvested at December 31, 2008 (3), (4)	200,000	$7.30	2,614,847	$18.40	—	$ —

(1) The 1.3 million RSUs granted in 2008 consisted of 0.5 million performance-based RSUs awarded to executives and 0.8 million service-based RSUs awarded to executive and non-executive staff.

The number of performance-based RSUs awarded was subject to the achievement of a performance condition tied to the annual increase in the Company's subscription-based contract value for 2008, which ranged from 0% and 200% of the target number awarded depending on the performance level achieved. The aggregate target performance-based RSUs awarded in 2008 was 0.6 million. The actual performance target achieved was 75.1%, resulting in 0.5 million performance-based RSUs awarded.

(2) CSEs represent fees paid to directors. The CSEs vest when granted and are convertible into common shares when the director leaves the Board of Directors or earlier if the director elects to accelerate the release.

(3) Vesting on the 200,000 shares of restricted stock held by our CEO is subject to a market condition as follows: (i) 100,000 shares will vest when the Company's common stock trades at an average price of $25 or more each trading day for sixty consecutive trading days; and (ii) 100,000 shares will vest when the Company's common stock trades at an average price of $30 or more each trading day for sixty consecutive trading days.

(4) The weighted-average remaining contractual term of the RSUs is 1.3 years. The restricted stock has no defined contractual term.

Employee Stock Purchase Plan

The Company has an employee stock purchase plan (the "ESPP Plan") under which eligible employees are permitted to purchase Gartner common stock through payroll deductions, which may not exceed 10% of an employee's compensation (or $23,750 in any calendar year), at a price equal to 95% of the common stock price as reported by the New York Stock Exchange at the end of each offering period.

At December 31, 2008, the Company had 1.8 million shares available for purchase under the ESPP Plan. The ESPP Plan is considered non-compensatory under SFAS No. 123(R), and as a result the Company does not record compensation expense related to employee share purchases. The Company received $2.7 million in cash from share purchases under the Plan in the year ended December 31, 2008.

10—COMPUTATION OF EARNINGS PER SHARE

Basic earnings per share ("EPS") is computed by dividing net income (loss) by the weighted average number of common shares outstanding for the period. Diluted EPS reflects the potential dilution of securities that could share in earnings. When the impact of stock options or other stock-based compensation is antidilutive they are excluded from the calculation.

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

	2008	2007	2006
Numerator:			
Net income used for calculating basic and diluted earnings per common share	$103,871	$ 73,553	$ 58,192
Denominator: (1)			
Weighted average number of common shares used in the calculation of basic earnings per share	95,246	103,613	113,071
Common share equivalents associated with stock-based compensation plans	3,782	4,715	3,132
Shares used in the calculation of diluted earnings per share	99,028	108,328	116,203
Earnings per share:			
Basic (2)	$ 1.09	$ 0.71	$ 0.51
Diluted (2)	$ 1.05	$ 0.68	$ 0.50

(1) During 2008, 2007 and 2006, the Company repurchased 9.7 million, 8.4 million, and 14.9 million of its common shares, respectively (see Note 8 — Equity).

(2) Basic and diluted include income from discontinued operations of $0.07 per share, $0.03 per share, and $0.03 per share for 2008, 2007, and 2006, respectively.

The following table presents the number of options and other share equivalents that were not included in the computation of diluted EPS in the table above because the effect would have been antidilutive. During periods with reported income, these options and other share equivalents were antidilutive because their exercise prices were greater than the average market value of a share of common stock during the period. During periods with reported loss, all options and other share equivalents outstanding would have an antidilutive effect.

	2008	2007	2006
Antidilutive options and other share equivalents as of December 31 (in millions):	1.3	0.6	1.9
Average market price per share of Gartner common stock during the year	$ 20.17	$ 23.00	$ 15.68

11—INCOME TAXES

Following is a summary of the components of income before income taxes (in thousands):

	2008	2007	2006
U.S.	$ 79,393	$ 59,884	$39,233
Non-U.S.	65,348	50,613	41,428
Income before income taxes	$144,741	$110,497	$80,661

The expense for income taxes on the above income consists of the following components (in thousands):

	2008	2007	2006
Current tax expense (benefit):			
U.S. federal	$10,564	$ 3,321	$(10,096)
State and local	3,341	(2,935)	7,063
Foreign	15,614	14,286	11,856
Total current	29,519	14,672	8,823
Deferred tax (benefit) expense:			
U.S. federal	(547)	2,695	24,588
State and local	1,848	5,487	(16,826)
Foreign	(2,798)	(381)	(2,384)
Total deferred	(1,497)	7,801	5,378
Total current and deferred	28,022	22,473	14,201
Benefit (expense) relating to interest rate swap used to increase (decrease) equity	3,776	2,449	(417)
Benefit from stock transactions with employees used to increase equity	15,876	15,237	10,750
Benefit (expense) relating to SFAS No. 158 pension adjustments used to increase (decrease) equity	(594)	(1,688)	—
Benefit of certain SAB No. 108 adjustments to DTA's used to increase equity	—	—	1,075
Benefit of acquired tax assets used to reduce goodwill	518	1,360	794
Tax expense on continuing operations	47,598	39,831	26,403
Tax expense on discontinued operations	617	777	1,277
Total tax expense	$48,215	$40,608	$ 27,680

Current and long-term deferred tax assets and liabilities are comprised of the following (in thousands):

	December 31,	
	2008	2007
Depreciation and software amortization	$ 6,591	$ 10,673
Expense accruals	32,865	33,004
Loss and credit carryforwards	37,036	52,474
Other assets	24,294	16,953
Gross deferred tax asset	100,786	113,104
Intangible assets	(10,238)	(7,690)
Prepaid expenses	(6,533)	(7,401)
Other liabilities	(970)	(1,331)
Gross deferred tax liability	(17,741)	(16,422)
Valuation allowance	(24,924)	(38,296)
Net deferred tax asset	$ 58,121	$ 58,386

Current net deferred tax assets and net deferred tax liabilities were $15.7 million and $2.8 million as of December 31, 2008 and $7.8 million and $4.9 as of December 31, 2007, respectively, and are included in Prepaid expenses and other current assets and Accounts payable and accrued liabilities in the Consolidated Balance Sheets. Long-term net deferred tax assets and net deferred tax liabilities were $46.4 million and $1.2 million as of December 31, 2008, and $55.8 million and $0.3 million as of December 31, 2007, respectively, and are included in Other assets and Other liabilities in the Consolidated Balance Sheets.

The valuation allowances in 2008 and 2007 relate primarily to non-U.S. net operating losses, domestic capital loss carryforwards, and domestic foreign tax credits that more likely than not will expire unutilized. The net decrease in valuation allowance of $13.4 million in 2008 relates primarily to the following items: (a) the release of approximately $9.4 million of valuation allowances for changes in both actual and anticipated utilization of foreign tax credits and (b) the release of approximately $2.6 million of valuation allowances on federal and state capital loss carryovers due to both utilization and expiration of the capital loss carryovers.

The Company has established a full valuation allowance against domestic realized and unrealized capital losses, as the future utilization of these losses is uncertain. As of December 31, 2008, the Company had U.S. federal capital loss carryforwards of $5.1 million, of which $5.0 million will expire in 2010 and $0.1 million will expire in 2011. The Company also had $7.3 million in state and local capital loss carryforwards that will expire over a similar time period.

As of December 31, 2008, the Company had state and local tax net operating loss carryforwards of $181.2 million, of which $6.9 million will expire within one to five years, $107.0 million will expire within six to fifteen years, and $67.3 million will expire within sixteen to twenty years. In addition, the Company had non-U.S. net operating loss carryforwards of $37.6 million, of which $6.2 million will expire over the next 20 years and $31.4 million that can be carried forward indefinitely.

As of December 31, 2008 the Company also had foreign tax credit carryforwards of $15.0 million, all of which will expire in 2017.

The differences between the U.S. federal statutory income tax rate and the Company's effective tax rate on income before income taxes are:

	2008	2007	2006
Statutory tax rate	35.0%	35.0%	35.0%
State income taxes, net of federal benefit	2.8	2.9	2.2
Foreign income taxed at different rates	(4.4)	(2.4)	(3.0)
Non-deductible meals and entertainment	0.7	0.8	0.8
Repatriation of foreign earnings	7.6	—	—
Record (release) valuation allowance	(9.2)	(1.4)	(15.9)
Foreign tax credits	(1.0)	(1.8)	—
(Release) increase reserve for tax contingencies	(0.3)	1.8	13.2
Other items (net)	1.7	1.1	0.4
Effective tax rate	32.9%	36.0%	32.7%

The Company adopted FIN 48 on January 1, 2007. As of December 31, 2008 and 2007, the Company had gross unrecognized tax benefits of $16.3 million and $18.1 million, respectively. The reduction is primarily attributable to the expiration of certain statutes of limitation in the second quarter of 2008. It is reasonably possible that the gross unrecognized tax benefits will be decreased by $2.1 million within the next 12 months due primarily to the expiration of the relevant statutes of limitation. The nature of the uncertainty relates to the tax effects of intercompany charges and the deductibility of certain expenses.

FIN 48 also requires companies to reclassify uncertain tax positions not expected to be settled within one year to long term liabilities. As of December 31, 2008 and 2007, the Company had Other Liabilities of $14.2 million and $15.4 million, respectively, related to long term uncertain tax positions.

Upon adoption of FIN 48, the Company elected an accounting policy to classify accrued interest and penalties related to unrecognized tax benefits in its income tax provision. Previously, the policy classified interest and penalties as an operating expense in arriving at pretax income. The Company had $3.6 million and $2.5 million of accrued interest and penalties recorded as of December 31, 2008 and 2007, respectively, related to the unrecognized tax benefits. These amounts are in addition to the gross unrecognized tax benefits noted above. The total amount of interest and penalties recognized in the Consolidated Statements of Operations for the years ending December 31, 2008 and 2007 was $1.4 million and $2.6 million, respectively.

A reconciliation of the beginning and ending amount of unrecognized tax benefits, excluding interest and penalties, for the years ending December 31 (in thousands):

	2008	2007
Balance at January 1, 2008	$18,051	$ 25,105
Additions based on tax positions related to the current year	1,253	3,174
Additions for tax positions of prior years	1,424	1,831
Reductions for tax positions of prior years	(1,692)	(488)
Reclass to current taxes payable and other income tax accounts	—	(11,734)
Reductions for expiration of statutes	(2,128)	—
Settlements	(264)	—
Impact of foreign exchange	(297)	163
Balance at December 31, 2008	$16,347	$ 18,051

In December 2008, the Company repatriated $55.0 million from its foreign subsidiary. The cost of the repatriation was offset with the utilization of foreign tax credits and capital loss carryovers against which a valuation allowance was previously established.

The number of years with open statues of limitation varies depending on the tax jurisdiction. Generally, our statutes are open for tax years ended September 30, 2004 and forward. Major taxing jurisdictions include the U.S. (federal and state), the United Kingdom, Italy, Canada, Japan, and Ireland.

The Company received Examination Reports from the Internal Revenue Service (“IRS”) in October 2005 and October 2006 in connection with audits of the Company’s federal income tax returns for the tax years ended September 30, 1999 through December 31, 2004. On February 27, 2008, the Company received official written notification that the case had cleared the IRS Joint Committee, which officially closes the IRS audit for those periods.

The Company recently received notice that the IRS intends to conduct an audit of the 2007 tax year. The Company does not expect any material impact on its financial position as a result of such review.

Undistributed earnings of subsidiaries outside of the U.S. amounted to approximately $12.8 million as of December 31, 2008. The Company intends to reinvest such earnings in non-U.S. operations. However, the Company may repatriate a portion of these earnings to the extent that it does not incur an additional U.S. tax liability. Accordingly, no provision for U.S. federal and state income taxes has been provided thereon.

12—FAIR VALUE DISCLOSURES

The Company’s financial instruments include cash and cash equivalents, fees receivable from customers, accounts payable, and accruals which are short-term in nature. The Company believes the carrying amounts of these financial instruments reasonably approximates their fair value.

At December 31, 2008, the Company had $416.3 million of outstanding floating rate debt and two interest rate swap contracts (see Note 6—Debt), as well as foreign currency forward contracts (see Note 1— Summary of Significant Accounting Policies). These items are all considered financial instruments. The Company’s debt is carried at amortized cost while the interest rate swaps and forward contracts are carried at fair value. The Company believes the carrying amount of the debt approximates its fair value as the rate of interest on the term loans and revolver are floating rate which reflect current market rates of interest for similar instruments with comparable maturities. Additional information regarding the determination of the fair value of the interest rate swaps and the forward contracts is discussed below.

Adoption of SFAS No. 157, Fair Value Measurements

On January 1, 2008, the Company partially adopted SFAS No. 157 “Fair Value Measurements” (“SFAS No. 157”), which required additional disclosures but did not have an impact on our consolidated financial statements. The Company only partially adopted SFAS No. 157 due to the issuance of FASB Staff Position (“FSP”) FASB 157-2, “Effective Date of FASB Statement No. 157” (“FSP No. 157-2”).

SFAS No. 157 defines fair value, establishes a common framework for measuring fair value under U.S. GAAP, and expands disclosures about fair value measurements for assets and liabilities. SFAS No. 157 does not require additional assets or liabilities to be accounted for at fair value beyond that already required under other U.S. GAAP accounting standards. FSP No. 157-2 deferred the effective date of SFAS No. 157 for all nonfinancial assets and nonfinancial liabilities that are not recognized or disclosed at fair value in the financial statements on a recurring basis (at least annually). Included in the scope of FSP No. 157-2 are nonfinancial assets and liabilities acquired in business combinations and impaired assets. The effective date for nonfinancial assets and nonfinancial liabilities was delayed by one year to fiscal years beginning after November 15, 2008, and interim periods within those fiscal years. The Company continues to assess the deferred portion of SFAS No. 157.

Under SFAS No. 157, the framework for measuring fair value and a valuation hierarchy is based upon the transparency of inputs used in the valuation of an asset or liability. Classification within the hierarchy is based upon the lowest level of input that is significant to the resulting fair value measurement. The valuation hierarchy contains three levels:

- Level 1 — Valuation inputs are unadjusted quoted market prices for identical assets or liabilities in active markets.
- Level 2 — Valuation inputs are quoted prices for identical assets or liabilities in markets that are not active, quoted market prices for similar assets and liabilities in active markets and other observable inputs directly or indirectly related to the asset or liability being measured.
- Level 3 — Valuation inputs are unobservable and significant to the fair value measurement.

The following table presents Company assets and liabilities measured at fair value on a recurring basis (in thousands):

Description	Fair Value December 31, 2008
Assets:	
Deferred compensation assets (1)	$ 13,900
Liabilities:	
Foreign currency forward contracts (2)	$ 2,500
Interest rate swap contracts (3)	14,700
	$ 17,200

(1) The Company has a supplemental deferred compensation arrangement for the benefit of certain highly compensated officers, managers and other key employees (see Note 13—Employee Benefits). The plan's assets consist of $4.5 million of investments in money market and mutual funds, and $9.4 million of company-owned life insurance. The money market and mutual funds consist of cash equivalents or securities traded in active markets, which the Company considers the fair value of these assets to be based on Level 1 inputs as defined by SFAS No. 157. The value of the Company-owned life insurance is based on indirect observable inputs which the Company considers to be Level 2.

(2) The Company had 15 foreign currency forward contracts outstanding as of December 31, 2008, with a notional value of $73.4 million. All of these contracts expired by the end of January 2009. The Company periodically enters into these foreign currency forward exchange contracts to offset the effects of adverse fluctuations in foreign currency exchange rates. These instruments are typically short term in duration and are recorded at fair value with unrealized and realized gains and losses recorded in earnings. Valuation of the foreign currency forward contracts is based on foreign currency exchange rates in active markets, thus the Company measures the fair value of these contracts under a Level 2 input as defined by SFAS No. 157.

(3) The Company has two interest rate swap contracts that hedge the base interest rate risk on its term loans. These contracts are accounted for as cash flow hedges in accordance with SFAS No. 133. The fair value of the swaps is recorded in Other comprehensive income, net of tax effect (see Note 6—Debt). To determine the value of the swaps, the Company relies on a mark-to-market valuations prepared by third-party brokers based on observable interest rate yield curves. Accordingly, the fair value of the swaps is determined under a Level 2 input as defined by SFAS No. 157.

13—EMPLOYEE BENEFITS

Savings and investment plan. The Company has a savings and investment plan covering substantially all domestic employees. Company contributions are based upon the level of employee contributions, up to a maximum of 4% of the employee's eligible salary, subject to an annual maximum. For 2008, the maximum match was $6,200. In addition, the Company also contributes at least 1% of an employee's base compensation, subject to an IRS annual limitation of $2,300 for 2008. Amounts expensed in connection with the plan totaled $12.5 million, $11.8 million, and $10.9 million, for 2008, 2007, and 2006, respectively.

Deferred compensation arrangement. The Company has a supplemental deferred compensation arrangement for the benefit of certain highly compensated officers, managers and other key employees which is structured as a rabbi trust. We classify the plan's investment assets in Other assets on the Consolidated Balance Sheets at current fair value, and the value of the assets was $13.9 million and $18.8 million at December 31, 2008 and 2007, respectively. The corresponding deferred compensation liability of $16.5 million and $21.9 million at December 31, 2008 and 2007, respectively, is recorded at fair market value, and is adjusted with a corresponding charge or credit to compensation cost to reflect the fair value of the amount owed to the employee and is included in Other liabilities on the Consolidated Balance Sheets. Total compensation (benefit) expense for the arrangement was $(0.4) million, $0.3 million, and $0.3 million, for 2008, 2007, and 2006, respectively.

Defined benefit pension plans. The Company has defined-benefit pension plans in several of its international locations. Benefits earned under these plans are based on years of service and level of employee compensation. The Company accounts for material defined benefit plans in accordance with the requirements of Statement of Financial Accounting Standards No. 87, — "Employers' Accounting for Pensions," as amended (SFAS No. 87).

On December 31, 2006, the Company adopted FASB Statement No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans — An Amendment of FASB Statements No. 87, 88, 106, and 132R" ("SFAS No. 158"). The standard requires an employer to: (a) recognize in its statement of financial position an asset for a plan's overfunded status or a liability for a plan's underfunded status; (b) measure a plan's assets and its obligations that determine its funded status as of the end of the employer's fiscal year (with limited exceptions); and (c) recognize changes in the funded status of a defined benefit postretirement plan in the year in which the changes occur.

The following are the components of net periodic pension expense for the years ended December 31 (in thousands):

	2008	2007	2006
Service cost	$ 1,470	$ 1,922	$ 2,013
Interest cost	717	599	471
Recognition of actuarial (gain) loss	(74)	129	321
Recognition of termination benefit	40	24	98
Net periodic pension expense	$ 2,153	$ 2,674	$ 2,903

Assumptions used in the computation of net periodic pension expense are as follows:

	2008	2007	2006
Weighted-average discount rate	5.09%	5.01%	3.69%
Average compensation increase	3.27%	3.32%	3.31%

The Company determines the weighted-average discount rate by utilizing the yields on long-term corporate bonds in the relevant country with a duration consistent with the pension obligations.

The following table provides information related to changes in the projected benefit obligation (in thousands):

	December 31,		
	2008	2007	2006
Projected benefit obligation at beginning of year	$ 13,224	$ 13,900	$ 11,569
Service cost	1,470	1,922	2,163
Interest cost	717	599	471
Actuarial gain	(1,799)	(4,589)	(1,192)
Benefits paid (1)	(583)	(217)	(28)
Foreign currency impact	257	1,609	917
Projected benefit obligation at end of year (2)	$ 13,286	$ 13,224	$ 13,900

(1) Benefits to be paid in future years are estimated as follows: $0.1 million in 2009; $0.2 million in 2010; $0.2 million in 2011; $0.3 million in 2012; $0.9 million in 2013; and $3.8 million in the five years thereafter.

(2) Measured as of December 31.

The following table provides information related to the funded status of the plans and the amounts recorded in the Consolidated Balance Sheets (in thousands):

	December 31,		
Funded status of the plans:	2008	2007	2006
Projected benefit obligation	$ 13,286	$ 13,224	$ 13,900
Plan assets at fair value (1)	—	—	—
Funded status (2)	$ 13,286	$ 13,224	$ 13,900
Amounts recorded in the Consolidated Balance Sheets:			
Other assets — reinsurance asset (1)	$ 9,141	$ 8,380	$ 6,335
Other liabilities — accrued pension obligation	$ 13,286	$ 13,224	$ 13,900
Stockholders' equity — unrecognized actuarial gain (loss) (3)	$ 2,777	$ 1,602	$ (1,338)

(1) The Company has a reinsurance asset arrangement with a large international insurance company that was rated investment grade as of December 31, 2008. The purpose of the reinsurance asset arrangement is to fund the benefit obligation under one of the plans. However, the reinsurance asset is not recognized as a plan asset under SFAS No. 87 since it is considered an asset of the Company and is not legally segregated or restricted for purposes of meeting the pension obligation. The reinsurance asset is carried at its cash surrender value, which the Company believes approximates its fair value as of December 31, 2008.

(2) Contributions expected to be paid to the plans in 2009 are $0.1 million.

(3) The $2.8 million recorded in Stockholders' equity as of December 31, 2008, represents the plan's net unrecognized actuarial gain. This amount is recorded in accordance with SFAS No. 158 and will be amortized to net periodic pension cost over approximately 15 years. Amortization of the gain is estimated to reduce net periodic pension cost in 2009 by approximately $0.2 million.

14—SEGMENT INFORMATION

The Company manages its business in three reportable segments: Research, Consulting and Events. Research consists primarily of subscription-based research products, access to research inquiry, as well as peer networking services and membership programs. Consulting consists primarily of consulting, measurement engagements, and strategic advisory services. Events consists of various symposia, conferences and exhibitions.

The Company evaluates reportable segment performance and allocates resources based on gross contribution margin. Gross contribution, as presented below, is defined as operating income excluding certain Cost of services and product development and SGA expenses, depreciation, META integration charges, amortization of intangibles and Other charges. Certain costs included in consolidated Cost of services and product development are not allocated to segment expense, primarily web maintenance and customer relationship database costs, and certain bonus and fringe charges. The accounting policies used by the reportable segments are the same as those used by the Company.

We earn revenue from clients in many countries. Other than the United States, there is no individual country in which revenues from external clients represent 10% or more of the Company's consolidated revenues. Additionally, no single client accounted for 10% or more of total revenue and the loss of a single client, in management's opinion, would not have a material adverse effect on revenues.

We do not identify or allocate assets, including capital expenditures, by operating segment. Accordingly, assets are not being reported by segment because the information is not available by segment and is not reviewed in the evaluation of performance or making decisions in the allocation of resources.

The following tables present information about the Company's reportable segments (in thousands). The "Other" column includes certain revenues and corporate and other expenses unallocated to reportable segments, expenses allocated to operations that do not meet the segment reporting quantitative threshold, and other charges. There are no intersegment revenues:

	Research	Consulting	Events	Other	Consolidated
2008					
Revenues	$773,257	$347,404	$150,080	$ 8,324	$1,279,065
Gross contribution	507,705	141,395	64,954	6,639	720,693
Corporate and other expenses					(556,325)
Operating income					$ 164,368

	Research	Consulting	Events	Other	Consolidated
2007					
Revenues	$673,335	$325,030	$160,065	$10,045	$1,168,475
Gross contribution	429,064	128,215	81,908	7,738	646,925
Corporate and other expenses					(517,467)
Operating income					$ 129,458

	Research	Consulting	Events	Other	Consolidated
2006					
Revenues	$571,217	$305,231	$146,412	$14,439	$1,037,299
Gross contribution	345,521	120,660	75,437	11,725	553,343
Corporate and other expenses					(455,304)
Operating income					$ 98,039

The Company's consolidated revenues are generated primarily through direct sales to clients by domestic and international sales forces and a network of independent international sales agents. Revenues in the table below are reported based on where the sale is fulfilled; "Other International" revenues are those attributable to all areas located outside of the United States and Canada, as well as Europe, the Middle East, and Africa. Most of our products and services are provided on an integrated worldwide basis. Because of the integration of products and services delivery, it is not practical to separate precisely our revenues by geographic location. Long-lived assets exclude goodwill and other intangible assets. Accordingly, the separation set forth in the table below is based upon internal allocations, which involve certain management estimates and judgments.

Summarized information by geographic location is as follows (in thousands):

	2008	2007	2006
Revenues:			
United States and Canada	$ 723,247	$ 661,216	$ 608,273
Europe, Middle East and Africa	430,401	403,919	337,722
Other International	125,417	103,340	91,304
Total revenues	$1,279,065	$1,168,475	$1,037,299
Long-lived assets:			
United States and Canada	$ 67,753	$ 73,859	$ 67,683
Europe, Middle East and Africa	19,324	21,861	17,183
Other International	4,325	4,029	3,052
Total long-lived assets	$ 91,402	$ 99,749	$ 87,918

15—VALUATION AND QUALIFYING ACCOUNTS

The following table provides information regarding the Company's allowance for doubtful accounts and returns and allowances (in thousands):

	Balance at Beginning of Year	Additions Charged to Costs and Expenses	Additions Charged Against Other Accounts (1)	Deductions from Reserve	Balance at End of Year
2006:					
Allowance for doubtful accounts and returns and allowances	$7,900	$2,559	$6,823	$8,582	$8,700
2007:					
Allowance for doubtful accounts and returns and allowances	$8,700	$ 691	$6,608	$7,549	$8,450
2008:					
Allowance for doubtful accounts and returns and allowances	$8,450	$1,650	$5,000	$7,300	$7,800

(1) Amounts charged against revenues.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has caused this Report on Form 10-K to be signed on its behalf by the undersigned, duly authorized, in Stamford, Connecticut, on February 20, 2009.

Gartner, Inc.

Date: February 20, 2009

By: /s/ Eugene A. Hall
Eugene A. Hall
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below appoints Eugene A. Hall and Christopher J. Lafond and each of them, acting individually, as his or her attorney-in-fact, each with full power of substitution, for him or her in all capacities, to sign all amendments to this Report on Form 10-K, and to file the same, with appropriate exhibits and other related documents, with the Securities and Exchange Commission. Each of the undersigned, ratifies and confirms his or her signatures as they may be signed by his or her attorney-in-fact to any amendments to this Report.

Pursuant to the requirements of the Securities Exchange Act of 1934, this Report has been signed by the following persons on behalf of the Registrant and in the capacities and on the dates indicated:

Name	Title	Date
/s/ Eugene A. Hall Eugene A. Hall	Director and Chief Executive Officer (Principal Executive Officer)	February 20, 2009
/s/ Christopher J. Lafond Christopher J. Lafond	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	February 20, 2009
/s/ Michael J. Bingle Michael J. Bingle	Director	February 20, 2009
/s/ Richard J. Bressler Richard J. Bressler	Director	February 20, 2009
/s/ Karen E. Dykstra Karen E. Dykstra	Director	February 20, 2009
/s/ Russell P. Fradin Russell P. Fradin	Director	February 20, 2009
/s/ Anne Sutherland Fuchs Anne Sutherland Fuchs	Director	February 20, 2009
/s/ William O. Grabe William O. Grabe	Director	February 20, 2009
/s/ Max D. Hopper Max D. Hopper	Director	February 20, 2009
/s/ John R. Joyce John R. Joyce	Director	February 20, 2009
/s/ Stephen G. Pagliuca Stephen G. Pagliuca	Director	February 20, 2009
/s/ James C. Smith James C. Smith	Director	February 20, 2009

Name	Title	Date
/s/ Jeffrey W. Ubben Jeffrey W. Ubben	Director	February 20, 2009

2008-1 AMENDMENT (Revised)
TO THE
GARTNER, INC. 2003 LONG-TERM INCENTIVE PLAN

Pursuant to Section 16 of the Gartner, Inc. 2003 Long-Term Performance Plan (the “Plan”), the Company hereby amends the Plan, effective January 1, 2009, for the purpose of documenting its compliance with Section 409A of the Code, as follows:

1. Section 2 is amended by adding the following as Section (ii) and renumbering current Sections (ii) through (kk) as Sections (jj) through (ll) :

(ii) “Section 409A” shall mean Section 409A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations and other applicable guidance issued thereunder, as each may be amended from time to time.

2. Section 4 is amended by deleting the last bullet of paragraph (l) thereof, which is unnecessary due to the existence of Section 10(d).

3. Section 8, Restricted Stock Units, is amended by replacing paragraphs (d) and (e) thereof with the following:

(d) Earning Restricted Stock Units. Upon meeting the applicable vesting criteria, the Participant shall be entitled to receive a payout as specified in the Restricted Stock Unit Award Agreement. Notwithstanding the foregoing, at any time after the grant of Restricted Stock Units, the Committee, in its sole discretion, may reduce or waive any vesting criteria that must be met in order to receive a payout, provided, however, that with respect to any Restricted Stock Units that are subject to Section 409A, payment shall be made only in accordance with Section 409A.

(e) Form and Timing of Payment. Payment of earned Restricted Stock Units shall be made on the date(s) set forth in the Restricted Stock Unit Award Agreement, but in no event later than the applicable two and one-half ($2^1/_2$) month period of the “short-term deferral” rule set forth in the Section 1.409A-1(b)(4) of the Treasury Regulations issued under Section 409A. Notwithstanding the foregoing, if the Restricted Stock Units constitute “deferred compensation” within the meaning of Section 409A, payment of earned Restricted Stock Units shall be made on the date(s) set forth in the Restricted Stock Unit Award Agreement, subject to the grace period permitted under Section 1.409A-3(d) of the Treasury Regulations under Section 409A. The Committee, in its sole discretion, may permit a Participant to defer receipt of the payment of earned Restricted Stock Units, and any such deferral elections shall be subject to such rules and procedures as shall be determined by the Committee in its sole discretion; such rules shall be written and administered in accordance with Section 409A. The Committee, in its sole discretion, may pay earned Restricted Stock Units in cash, Shares, or a combination thereof. Shares represented by Restricted Stock Units that are fully paid in cash again shall be available for grant under the Plan.

4. Section 10, Outside Directors, is amended by replacing paragraphs (a) and (d) thereof with the following:

(a) Award of Common Stock Equivalents. On an annual basis, each Outside Director may elect to receive up to 50% of his or her compensation in cash and the balance in Common Stock Equivalents. If an Outside Director does not make such an election, compensation shall be paid 100% in Common Stock Equivalents. An Outside Director also may elect to have Common Stock Equivalents delivered as Shares immediately upon grant instead of upon ceasing to be a member of the Board as set forth in Section 10(d) below. Elections under the preceding sentences shall be made no later than December 31st of each calendar year with respect to compensation to be earned for services to be performed as a Director during the following calendar year. Any such election shall remain in effect until changed or terminated by making a new election with respect to compensation to be earned in the following calendar year, provided that such election must be made no later than the December 31st immediately preceding such calendar year. Beginning on April 1, 2003, and on the first business day of each of the Company's fiscal quarters during the term of this Plan, the Company shall grant to each Outside Director that number of Common Stock Equivalents equal in value to that portion of the Outside Director's Quarterly Compensation for the immediately preceding quarter that he or she has elected to receive in Common Stock Equivalents divided by the Fair Market Value of the Common Stock on such day.

(d) Conversion. On the date on which an Outside Director ceases to be a member of the Board for any reason (subject to Section 24 of the Plan and the grace period permitted under Section 1.409A-3(d) of the Treasury Regulations under Section 409A), the Company shall effect delivery to the Outside Director (or his or her designated beneficiary or estate) of a number of Shares equal to the whole number of Common Stock Equivalents then credited to the Outside Director's account, or at the Outside Director's option, shall have the Shares credited to an account for the Director with a brokerage firm of the Outside Director's choosing. Notwithstanding the foregoing, if the Outside Director made a timely election under Section 10(a) above to have any grants of Common Stock Equivalents delivered as Shares immediately upon grant, the Company shall effect delivery as described above on the date of grant.

5. A new Section 24 is added to read as follows:

24. Tax Treatment; Compliance with Section 409A. All Awards granted under the Plan are intended to be exempt from the requirements of Section 409A or, if not exempt, to satisfy the requirements of Section 409A, and the provisions of the Plan and any Awards granted under the Plan shall be construed in a manner consistent therewith. Any amount that constitutes "deferred compensation" within the meaning of Section 409A and is payable under the Plan solely by reason of a Participant's termination of employment (or, in the case of an Outside Director, a cessation of Board membership) shall be payable only if the Participant has experienced a "separation from service" within the meaning of Section 409A. Further, if the Participant is a "specified employee" within the meaning of Section 409A at the time of such separation from service, as determined by the

Committee in accordance with Section 409A, any payments otherwise payable within the six (6) month period following the Participant's separation from service instead will be paid in a lump sum on the date that is six (6) months and one (1) day following the date of the Participant's separation from service, unless the Participant dies following his or her separation from service, in which case, payments of deferred compensation will be made to the Participant's estate as soon as practicable following his or her death. Thereafter, payments of deferred compensation shall continue to be made in accordance with the payment schedule applicable to each payment or benefit.

The Board reserves the right to amend the Plan and any Award without stockholder or Participant consent to the extent the Board determines that such amendment is necessary or desirable in order to comply with Section 409A. Although the Company may endeavor to qualify an Award for favorable tax treatment or to avoid unfavorable tax treatment, the Company makes no representation that the desired tax treatment will be available and expressly disclaims any liability for the failure to maintain favorable or avoid unfavorable tax treatment.

This 2008-1 Amendment (Revised) has been approved by the Compensation Committee of the Board of Directors of Gartner, Inc. on December 19, 2008 pursuant to a delegation of authority from the Board of Directors on October 28, 2008.

Exhibit 10.12

2008-2 AMENDMENT
TO THE
GARTNER, INC. 2003 LONG-TERM INCENTIVE PLAN

Pursuant to Section 16 of the Gartner, Inc. 2003 Long-Term Performance Plan (the “Plan”), the Company hereby amends the Plan, effective January 1, 2009, for the purpose of further documenting its compliance with Section 409A of the Code, as follows:

1. Section 2(e), “Change in Control,” is amended in its entirety to read as follows::

(e) “Change in Control” means:

(i) For Awards granted prior to January 1, 2009, the happening of any of the following:

(A) when any “person,” as such term is used in Sections 13(d) and 14(d) of the Exchange Act (other than the Company, a Subsidiary or a Company employee benefit plan, including any trustee of such plan acting as trustee) is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty (50%) of the combined voting power of the Company’s then outstanding securities entitled to vote generally in the election of directors (other than as a result of a repurchase of securities by the Company or in connection with a transaction described in clause (ii) below); or

(B) a merger or consolidation of the Company with any other entity, other than a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; or

(C) the stockholders of the Company approve an agreement for the sale or disposition by the Company of all or substantially all the Company’s assets; or

(D) a change in the composition of the Board occurring after approval of the Plan by the Company’s stockholders, as a result of which fewer than a majority of the Directors holding voting rights on the Board are Incumbent Directors.

(ii) For Awards granted on or after January 1, 2009, the happening of any of the following:

(A) when any “person,” as such term is used in Sections 13(d) and 14(d) of the Exchange Act (other than the Company, a Subsidiary or a Company employee benefit plan, including any trustee of such plan acting as trustee) is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty (50%) of the combined voting power of the Company’s then outstanding securities entitled to vote generally in the election of directors (other than as a result of a repurchase of securities by the Company or in connection with a transaction described in clause (ii) below); or

(B) a merger or consolidation of the Company with any other entity, other than a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; or

(C) the consummation of the sale or disposition by the Company of all or substantially all the Company’s assets; or

(D) a change in the composition of the Board occurring within a one-year period, as a result of which fewer than a majority of the Directors holding voting rights on the Board are Incumbent Directors.

provided, however, that with respect to any amount that constitutes “deferred compensation” (as defined under Section 409A) under this Plan or under another arrangement that incorporates by reference the definitions used in this Plan, if a Participant’s entitlement to payment of such deferred compensation would be triggered solely by the occurrence of a Change in Control (without a “separation from service” or other applicable payment event under Section 409A), or if a different form or timing of payment of such deferred compensation to a Participant would apply in the event of a Change in Control (with or without a “separation from service” or other payment trigger), accelerated vesting of such deferred compensation may occur upon a Change in Control as described in the preceding paragraphs of this Section 2(e), but payment will only be made upon a Change in Control or in accordance with a different form or timing that would apply in the event of a Change in Control if the circumstances also satisfy one of the following, which shall be construed to be consistent with the requirements of Treasury Regulation Section 1.409A-3(i)(5) (except to the extent that such regulations are superseded by subsequent guidance under Section 409A):

(I) Change in the ownership of the Company. A change in the ownership of the Company shall occur on the date that any one person, or more than one person acting as a group (as defined in Treasury Regulation Section 1.409A-3(i)(5)(v)(B)), acquires ownership of stock of the Company that, together with stock held by such person or group, constitutes more than

50% of the total fair market value or total voting power of the stock of the Company.

(II) Change in the effective control of the Company. A change in the effective control of the Company shall occur on the date that either (A) any one person, or more than one person acting as a group (as defined in Treasury Regulation Section 1.409A-3(i)(5)(vi)(D)), acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) ownership of stock of the Company possessing 30% or more of the total voting power of the stock of the Company; or (B) a majority of members of the Company's Board of Directors is replaced during any 12-month period by Directors whose appointment or election is not endorsed by a majority of the members of Company's Board of Directors prior to the date of the appointment or election.

(III) Change in the ownership of a substantial portion of the Company's assets. A change in the ownership of a substantial portion of the Company's assets shall occur on the date that any one person, or more than one person acting as a group (as defined in Treasury Regulation Section 1.409A-3(i)(5)(vii)(C)), acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to more than 40% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition. For this purpose, gross fair market value means the value of the assets of the corporation, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

2. Section 12(c), "Merger or Asset Sale," is amended in its entirety to read as follows:

(c) Merger or Asset Sale. Subject to Sections 4(k) and 4(l) (Change in Control), for Awards granted prior to January 1, 2009, if the Company is merged with or into another corporation, or substantially all of its assets are sold, each outstanding Award shall be assumed or an equivalent Award substituted by the successor corporation or a Parent or Subsidiary of the successor corporation. Subject to Sections 4(k) and 4(l) (Change in Control), for Awards granted on or after January 1, 2009, if (i) the Company is merged with or into another corporation and the voting securities of the Company outstanding immediately prior thereto do not continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger, or (ii) substantially all of its assets are sold, each outstanding Award shall be assumed or an equivalent Award substituted by the successor corporation or a Parent or Subsidiary of the successor corporation. If the successor corporation does not agree to assume an Award (whether granted prior to, on or after January 1, 2009) or to substitute an equivalent Award, the Committee shall provide for the Participant to have the right to exercise the Award, in whole or in part, including Awards that would not otherwise be exercisable. If the Committee makes an Award exercisable in lieu of assumption or substitution in the event of a merger or sale of assets, the Committee shall notify the Participant that the Award shall be exercisable for at least fifteen (15) days from the date of such notice, and the Award will terminate upon the expiration of the notice period. For the purposes of this Section, an Award shall be considered assumed if, immediately following the merger or sale of assets, the Award confers the right to purchase, for each underlying Share subject to the Award immediately prior to the merger or sale of assets, the consideration (whether stock, cash or other securities or property) received in the merger or sale of assets by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, that if the consideration received in the merger or sale of assets was not solely common stock of the successor corporation or its Parent, the Committee may, with the consent of the successor corporation and the Participant, provide for the consideration to be received upon the exercise of the Award, for each underlying Share, 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 the Common Stock in the merger or sale of assets.

This 2008-2 Amendment has been approved by the Compensation Committee of the Board of Directors of Gartner, Inc. on December 19, 2008 pursuant to a delegation of authority from the Board of Directors on October 28, 2008.

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended Employment Agreement (the "Agreement") is entered into effective as of December 31, 2008 (the "Amended Effective Date"), by and between Eugene A. Hall, an individual ("Executive") and Gartner, Inc., a Delaware corporation (the "Company") and amends and restates the employment agreement entered into on February 15, 2007, effective as of January 1, 2007 (the "Original Effective Date"), by the Company and Executive.

1. Employment. Executive will serve as Chief Executive Officer of the Company for the Employment Term specified in Section 3 below. Executive will report solely to the Board of Directors (the "Board") and will render such services consistent with the foregoing role as the Board may from time to time direct. Executive's office will be located at the executive offices of the Company in Stamford, Connecticut. Executive may (i) serve on corporate, civic or charitable boards or committees and (ii) deliver lectures, fulfill speaking engagements or teach at educational institutions, to the extent that such activities are (x) consistent with the Company's policies (as applicable) or (y) disclosed to the Board and the Board determines in good faith that such activities do not interfere with the performance of Executive's responsibilities hereunder.

2. Board of Directors. The Executive is currently a member of the Board, and during the Employment Term, the Company will, in good faith, include Executive on the Company's slate of nominees to be elected to the Board at appropriate meetings of stockholders of the Company. Upon termination of the Employment Term for any reason, Executive will promptly resign as a director of the Company if the Board so requests.

3. Term. The employment of Executive pursuant to this Agreement will continue through December 31, 2011 (the "Employment Term"), unless extended or earlier terminated as provided in this Agreement. The Employment Term automatically will be extended for additional one-year periods commencing on January 1, 2012 and continuing each year thereafter, unless either Executive or the Company gives the other written notice, in accordance with Section 14(a) and at least sixty (60) days prior to the then scheduled expiration of the Employment Term, of such party's intention not to extend the Employment Term. Upon termination of the Employment Term for any reason, Executive will promptly resign from all positions he holds with the Company if the Board so requests.

4. Salary. As compensation for the services rendered by Executive under this Agreement, the Company will pay to Executive an annual base salary ("Base Salary") equal to $724,065, payable to Executive on a semi-monthly basis in accordance with the Company's payroll practices as in effect from time to time during the Employment Term. The Base Salary will be subject to adjustment by the Board or the Compensation Committee of the Board (the "Committee"), in the sole discretion of the Board or such Committee, on an annual basis; provided, however, that Executive's Base Salary may not be decreased other than pursuant to a reduction consistent with a general reduction of pay across the executive staff as a group, as an economic or strategic measure due to poor financial performance by the Company.

5. Bonus. In addition to Base Salary, Executive will be entitled to participate in the Company's executive bonus program. Executive's annual target bonus (the "Target Bonus") will be 100% of Base Salary, and will be payable based on achievement of specified Company and individual objectives. The actual bonus paid may be higher or lower than the Target Bonus for over-or under-achievement of Company and individual objectives, as determined by the Committee; provided, however, that the maximum actual bonus will not exceed 200% of Base Salary. Bonus amounts will be subject to annual adjustment by the Board or the Committee, in the sole discretion of the Board or the Committee; provided, however, that Executive's Target Bonus may not be decreased without Executive's consent other than pursuant to a reduction consistent with a general reduction of pay across the executive staff as a group, as an economic or strategic measure due to poor financial performance of the Company. To receive a bonus, Executive must be an employee at the time bonuses are paid to executives.

6. Executive Benefits.

(a) Equity Grants. On February 15, 2007, and no later than ten (10) days following the first market trading day of the first open trading window for Company executives under the Company's insider trading policy on or after January 1 each year thereafter during the Employment Term, Executive will be granted equity-based incentive awards settled in Common Stock of the Company (collectively, the "Incentive Awards"), provided that Executive must be an employee at the time Incentive Awards are scheduled to be granted. The Incentive Awards granted in 2007 will have an aggregate value of $5,594,050 on the date of grant, as determined by (a) using the Black-Scholes-Merton valuation method for stock appreciation rights and the fair market value of the Company's Common Stock for restricted stock units, or such other valuation method as the Committee may use to value equity-based incentive awards, and (b) assuming that the number of the restricted stock units initially granted in 2007 will not be adjusted during such year, as discussed in clause (i) below. The Incentive Awards granted in 2008 and later years will have an aggregate value on the date of grant (using the methods described in the preceding sentence) that is no less than the result of $7,000,000 minus the sum of the Base Salary and Target Bonus for the year of grant. Executive's entitlement to be granted the Incentive Awards for any given year under this Agreement shall accrue as of January 1 of such year. Except as otherwise provided herein, the Incentive Awards will be granted on terms consistent with the Company's 2003 Long Term Incentive Plan (the "Plan"). Each year's Incentive Awards will be divided among:

(i) Restricted Stock Units. Each year during the Employment Term, all or a portion of the aggregate value of the Incentive Awards may, as determined by the Committee, be in the form of restricted stock units, with a par value purchase price. During each year of the Employment Term, the number of restricted stock units initially granted to Executive will be based upon an assumption that specified Company objectives will be achieved during such year. The restricted stock units granted to Executive each year may be adjusted so as to be higher or lower than the number of restricted stock units initially granted in such year by reason of over-or under-achievement during such year of such specified Company objectives, as determined by the Committee. Upon the vesting of a restricted stock unit, and in the sole discretion of the Company, the Company may pay earned restricted stock units in cash, shares of Common Stock of the Company, or in a combination thereof. Except as otherwise set forth in this Agreement, if Executive's employment with the Company terminates for any reason, any portion of the restricted stock units still subject to restrictions will be forfeited to the Company.

(ii) Stock Appreciation Rights. Each year during the Employment Term, all or a portion of the value of the Incentive Awards may, as determined by the Committee, be in the form of stock appreciation rights, which upon exercise will be settled in shares of Common Stock of the Company. Executive will have the right to exercise such stock appreciation right upon its vesting, and will receive the excess, if any, of the value of a share of Common Stock of the Company on the date of exercise over the value of such share on the date of grant.

The 2007 Incentive Awards will be divided such that 70% of the aggregate fair value of the Incentive Awards will be in the form of restricted stock units (the number of which will be subject to increase or decrease based upon the over-or under-achievement of specified Company objectives, as discussed in clause (i) above), and 30% of the Incentive Awards will be in the form of stock appreciation rights. The 2007 Incentive Awards will be scheduled to vest in equal annual installments on the first four (4) annual anniversaries of the date of grant, and all other Incentive Awards granted pursuant to this Agreement will be scheduled to vest in four equal installments on January 1 of each year following the date of grant, subject in each case to Executive's continued employment with the Company through the applicable date and subject to achievement of any performance goals applicable to such Incentive Awards, except as provided in Section 7. Notwithstanding the preceding sentence, if a Change in Control occurs prior to the termination of Executive's employment and prior to the expiration of the Incentive Awards, then the Incentive Awards will vest in full, all performance goals or other vesting criteria will be deemed achieved at target levels and, with respect to stock appreciation rights, be exercisable as to all of the covered shares, including shares as to which the stock appreciation rights would not otherwise be exercisable, and subsequently will expire in accordance with their terms.

(b) Other Employee and Executive Benefits. Executive will be entitled to receive all benefits provided to senior executives, executives and employees of the Company generally from time to time, including medical, dental, life insurance and long-term disability, and the executive split-dollar life insurance, executive disability plan, and all other benefits under the Company's Executive Benefits program, in each case so long as and to the extent the same exist; provided, that with respect to each such plan Executive is otherwise eligible and insurable in accordance with the terms of such plans. Notwithstanding the preceding sentence, Executive's right to receive severance payments and benefits will be only as provided in Section 7 hereof. Furthermore, the Company will provide Executive with an automobile and driver for Executive's ground transportation needs during the Employment Term.

(c) Vacation, Sick Leave, Holidays and Sabbatical. Executive will be entitled to paid time off ("PTO"), sick leave, holidays and sabbatical in accordance with the policies of the Company as they exist from time to time. Executive understands that under the current policy he is entitled to thirty-five (35) PTO days per calendar year. PTO not used during any calendar year will roll over to the following year only to the extent provided under the Company's PTO policies as they exist from time to time.

7. Severance Benefits.

(a) At Will Employment. Executive's employment will be "at will." Either the Company or Executive may terminate this agreement and Executive's employment at any time, with or without Business Reasons, in its or his sole discretion, upon sixty (60) days' prior written notice of termination.

(b) Involuntary Termination. If at any time during the term of this Agreement (other than following a Change in Control to which Section 7(c) applies) the Company terminates the employment of Executive involuntarily and without Business Reasons or a Constructive Termination occurs, or if the Company elects not to renew this Agreement upon the expiration of the Employment Term and Executive within ninety (90) days following the expiration of the Employment Term terminates his employment, then, subject to Executive signing and not revoking a general release of claims against the Company and its successors substantially in the form attached hereto as Exhibit A within the period required by the release and in no event later than sixty (60) days following the Termination Date, inclusive of any revocation period set forth in the release, Executive will be entitled to receive the following:

(i) Base Salary and PTO accrued through the Termination Date plus continued Base Salary for a period of thirty-six (36) months following the Termination Date. In accordance with Section 7(i) below, such payments will commence on the first regular Company pay day at least six (6) months after the Termination Date or, if later, at least six (6) months after the date of Executive's Separation from Service. This first payment will be a lump sum representing the continuation of Executive's Base Salary for the period commencing on the Termination Date and concluding on such payment date. Thereafter, the remaining payments of Base Salary will be payable in accordance with the Company's regular payroll schedule as in effect from time to time.

(ii) A lump sum cash payment with respect to the accrued but un-granted Incentive Awards pursuant to Section 6(a) above determined by multiplying the percentage of such un-granted Incentive Awards that would have vested pursuant to Section 7(b)(iv) below by no less than the result of $7,000,000 minus the sum of the Base Salary and Target Bonus for the year in which the Termination Date occurs. For purposes of illustration, if the accrued but un-granted Incentive Awards would have vested over a four (4) year vesting schedule, the percentage described in the preceding sentence will be seventy-five percent (75%). In accordance with Section 7(i) below, this payment will be made on the first regular Company pay day at least six (6) months after the Termination Date or, if later, at least six (6) months after the date of Executive's Separation from Service.

(iii) 300% of the average of Executive's earned annual bonuses for the three (3) fiscal years immediately preceding the year in which the Termination Date occurs, which, in accordance with Section 7(i) below, will be payable in a lump sum as soon as practicable following but in no event later than thirty (30) days later than the six (6) month period commencing on the Termination Date, or, if later, following the six (6) month period commencing on the date of Executive's Separation from Service, plus any earned but unpaid bonus from the prior fiscal year, which will be paid at the same time as bonuses for such fiscal year are paid to the other Company executives.

(iv) Thirty-six (36) months' continued vesting under all Incentive Awards and any other outstanding stock options and other equity arrangements subject to vesting and held by Executive other than the restricted stock award granted to Executive on August 16, 2004 pursuant to which Executive received 500,000 shares of restricted stock subject to certain performance-based criteria (the "Restricted Stock Award") (and in this regard, all such stock appreciation rights and other exercisable rights held by Executive will remain exercisable for thirty (30) days following the last day of the thirty-six (36) month continued vesting period, subject to the maximum term of the award). Notwithstanding the foregoing, with respect to each performance-based restricted stock unit award or other equity compensation award subject to achievement of performance-based criteria (each a "Performance-Based Equity Award") other than the Restricted Stock Award, Executive will be entitled to thirty-six (36) months' continued vesting only if and to the extent that the performance-based criteria applicable to the Performance-Based Equity Award is achieved during the award's performance period, as determined by the Compensation Committee in accordance with the terms and conditions of the 2003 Long-Term Incentive Plan (or such other Company stock plan under which the award was granted) and the award agreement entered into by and between the Company and Executive. For purposes of clarity, the thirty-six (36) months' continued vesting to which Executive is entitled will be measured from the Termination Date and not from the date that achievement of the applicable performance-based criteria is determined. Notwithstanding anything to the contrary herein or in any award agreement evidencing the Incentive Awards and any other outstanding stock options or other equity arrangements, to the extent such awards are considered "deferred compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the final regulations and any guidance promulgated thereunder ("Section 409A") and in accordance with Section 7(i) below, the awards otherwise payable during the period beginning on the Termination Date and ending on the date that is six (6) months following the Termination Date or, if later, six (6) months following the date of Executive's Separation from Service, instead will be paid on the date six (6) months and one (1) day following the later of the Termination Date or the date of Executive's Separation from Service. Thereafter, each such award shall be paid in accordance with the vesting schedule applicable to such award.

(v) reimbursement for premiums incurred to continue group health benefits (or, at the Company's election, to obtain substantially similar health benefits through a third party carrier) for thirty-six (36) months for Executive, his spouse and any children, provided the Executive makes the appropriate health continuation election pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). The Company will make payments under this clause (v) on a monthly basis.

(vi) no other compensation, severance or other benefits, except only that this provision will not limit any benefits otherwise available to Executive under Section 7(c)(ii) in the case of a Change in Control. Notwithstanding the foregoing, if Executive violates in a material respect the provisions set forth in Section 12, Executive no longer will be entitled to receive any severance payments and benefits and Executive's outstanding Incentive Awards and other stock options and equity arrangements will expire immediately.

(c) Change in Control.

(i) Benefits. If during the term of this Agreement a "Change in Control" occurs, then Executive will be entitled to receive the following: (A) Base Salary and PTO accrued though the date of the Change in Control plus an amount equal to three (3) years of Executive's Base Salary as then in effect, payable immediately upon the Change in Control, (B) an amount equal to three (3) times Executive's Target Bonus for the fiscal year in which the Change in Control occurs (as well as any earned but unpaid bonus from the prior fiscal year, such bonus not to be multiplied by three (3)), all payable immediately upon the Change in Control, and (C) (a) for at least three (3) years following the date of the Change in Control (even if Executive ceases employment), continuation of group health benefits at the Company's cost pursuant to the Company's standard programs as in effect from time to time (or at the Company's election substantially similar health benefits as in effect at the Termination Date (if applicable), through a third party carrier) for Executive, his spouse and any children, and (b) thereafter, to the extent COBRA will be applicable, continuation of health benefits for such persons at Executive's cost, for a period of eighteen (18) months or such longer period as may be applicable under the Company's policies then in effect, provided the Executive makes the appropriate COBRA election and payments, and (D) no other compensation, severance or other benefits. Anything to the contrary herein notwithstanding, in the event of a Change in Control, the Executive's Incentive Awards will automatically vest as provided in Section 6(a). Additionally, any Incentive Awards accrued but un-granted pursuant to Section 6(a) will be granted to Executive prior to the Change in Control. Further, payments for continuing group health benefits made by the Company pursuant to Section 7(c)(i)(C) above will be made directly by the Company to the applicable insurer and/or administrator when premiums for such coverage are due in accordance with the terms and conditions of the applicable insurance policy or administrative services agreement (subject to the grace period permitted under Section 1.409 A-3(d) of the Treasury Regulations under Section 409A and provided that under no circumstances will Executive be permitted, directly or indirectly, to designate the taxable year in which payments for continuing coverage are made by the Company).

(ii) Additional Payments by the Company.

(A) If any payment or benefit Executive would receive pursuant to Section 7(c)(i) or otherwise (collectively, the "Payment") would (x) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (y) be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties payable with respect to such excise tax (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), then Executive will be entitled to receive from the Company an additional payment (the "Gross-Up Payment," and any iterative payments pursuant to this paragraph also will be "Gross-Up Payments") in an amount that will fund the payment by Executive of any Excise Tax on the Payment, as well as all income and employment taxes on the Gross-Up Payment, any Excise Tax imposed on the Gross-Up Payment and any interest or penalties imposed with respect to income and employment taxes imposed on the Gross-Up Payment.

(B) Subject to the provisions of clause F below, all determinations required to be made under this Section 7(c)(ii), including whether an

Excise Tax is payable by Executive and the amount of such Excise Tax and whether a Gross-Up Payment is required and the amount of such Gross-Up Payment, will be made by the Company's independent accountants prior to the Change in Control (the "Accounting Firm"). The Company will direct the Accounting Firm to submit its determination and detailed supporting calculations to both the Company and Executive within fifteen (15) calendar days after the date of the Change in Control or the date of Executive's termination of employment, if applicable, and any other such time or times as may be requested by the Company or Executive. If the Accounting Firm determines that any Excise Tax is payable by Executive, the Company will pay the required Gross-Up Payment to Executive within five (5) business days after receipt of such determination and calculations. If the Accounting Firm determines that no Excise Tax is payable by Executive, it will, at the same time as it makes such determination, furnish Executive with an opinion that he has substantial authority not to report any Excise Tax on his federal, state, local income or other tax return. Any determination by the Accounting Firm as to the amount of the Gross-Up Payment will be binding upon the Company and Executive. As a result of the uncertainty in the application of Section 4999 of the Code (or any successor provision thereto) and the possibility of similar uncertainty regarding applicable state or local tax law at the time of any determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments which will not have been made by the Company should have been made (an "Underpayment"), consistent with the calculations required to be made hereunder. In the event that the Company exhausts or fails to pursue its remedies pursuant to clause F below and Executive thereafter is required to make a payment of any Excise Tax, the Company or Executive may direct the Accounting Firm to determine the amount of the Underpayment that has occurred and to submit its determination and detailed supporting calculations to both the Company and Executive as promptly as possible. Any such Underpayment will be promptly paid by the Company to Executive within twenty (20) days after receipt of such determination and calculations.

(C) The Company and Executive will each provide the Accounting Firm access to and copies of any books, records and documents in the possession of the Company or Executive, as the case may be, reasonably requested by the Accounting Firm, and otherwise cooperate with the Accounting Firm in connection with the preparation and issuance of the determination contemplated by clause B above.

(D) The federal, state and local income or other tax returns filed by Executive will be prepared and filed on a consistent basis with the determination of the Accounting Firm with respect to the Excise Tax payable by Executive. Executive will make proper payment of the amount of any Excise Tax, and at the request of the Company, provide to the Company true and correct copies (with any amendments) of his federal income tax return as filed with the Internal Revenue Service and corresponding state and local tax returns, if relevant, as filed with the applicable taxing authority, and such other documents reasonably requested by the Company, evidencing such payment. If prior to the filing of Executive's federal income tax return, or corresponding state or local tax return, if relevant, the Accounting Firm determines that the amount of the Gross-Up Payment should be reduced, Executive will within twenty (20) days thereafter pay to the Company the amount of such reduction.

(E) The fees and expenses of the Accounting Firm for its services in connection with the determinations and calculations contemplated by clauses B and D above will be borne by the Company. If such fees and expenses are initially advanced by Executive, the Company will reimburse Executive the full amount of such fees and expenses within twenty (20) days after receipt from Executive of a statement therefore and reasonable evidence of his payment thereof.

(F) Executive will notify the Company in writing of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of a Gross-Up Payment. Such notification will be given as promptly as practicable but no later than thirty calendar days after Executive actually receives notice of such claim and Executive will further apprise the Company of the nature of such claim and the date on which such claim is requested to be paid (in each case, to the extent known by Executive). Executive will not pay such claim prior to the earlier of (i) the expiration of the 30-calendar-day period following the date on which he gives such notice to the Company and (ii) the date that any payment of amount with respect to such claim is due. If the Company notifies Executive in writing prior to the expiration of such period that it desires to contest such claim, Executive will:

(1) provide the Company with any written records or documents in his possession relating to such claim reasonably requested by the Company;

(2) take such action in connection with contesting such claim as the Company will reasonably request in writing from time to time, including without limitation accepting legal representation with respect to such claim by an attorney competent in respect of the subject matter and approved by the Company, which approval will not be unreasonably withheld;

(3) cooperate with the Company in good faith in order effectively to contest such claim; and

(4) permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company will bear and pay directly all costs and expenses (including interest and penalties) incurred in connection with such contest and will indemnify and hold harmless Executive, on an after-tax basis, for and against any Excise Tax or income tax, including interest and penalties with respect thereto, imposed as a result of such representation and payment of costs and expenses. Without limiting the foregoing provisions of this clause F, the Company will control all proceedings taken in connection with the contest of any claim contemplated by this clause F and, at its sole option, may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim (provided that Executive may participate therein at his own cost and expense) and may, at its option, either direct Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company will determine; provided, however, that if the Company directs Executive to pay the tax claimed and sue for a refund, the Company will advance the amount of such payment to Executive on an interest-free basis and will indemnify and hold Executive harmless, on an after-tax basis, from any Excise Tax or income tax, including interest or penalties with respect thereto, imposed with respect to such advance; and provided further, however, that any extension of the statute of limitations relating to payment of taxes for the taxable year of Executive with respect to which the contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of any such contested claim will be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and Executive will be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(G) If, after the receipt by Executive of an amount advanced by the Company pursuant to clause F above, Executive receives any refund with respect to such claim, Executive will (subject to the Company's complying with the requirements of clause F above) within twenty (20) days thereafter pay to the Company the amount of such refund (together with any interest paid or credited thereon after any taxes applicable thereto). If, after the receipt by Executive of an amount advanced by the Company pursuant to clause F above, a determination is made that Executive will not be entitled to any refund with respect to such claim and the Company does not notify Executive in writing of its intent to contest such denial or refund prior to the expiration of thirty (30) days after such determination, then such advance will be forgiven and will not be required to be repaid and the amount of such advance will offset, to the extent thereof, the amount of Gross-Up Payment required to be paid pursuant to this Section 7(c)(ii).

(H) If, for any reason, the Accounting Firm, as defined above, fails to act in the manner contemplated by this Section 7(c) within a reasonable period of time, the Executive may appoint another nationally recognized independent accounting firm with the consent of the Company (unless such consent is unreasonably withheld or delayed), to perform all of such duties of the Accounting Firm that are contemplated by this Section 7(c), in which event such independent accountants will thereafter be deemed to be the "Accounting Firm" for purposes of this Section 7(c).

(I) Notwithstanding anything herein to the contrary, the payment of any Gross-Up Payment or Underpayment will be made no later than the end of Executive's taxable year following the year in which Executive remits the taxes covered by the Gross-Up Payment or Underpayment. For the avoidance of doubt, the foregoing provision is not intended to extend any time period set forth in this Section 7(c) within which any Gross-Up Payment or Underpayment must be made, but rather is intended to ensure that any such Gross-Up Payment or Underpayment will not be subject to the additional tax provided under Section 409A. Notwithstanding the foregoing, if Executive is a "specified employee" within the meaning of Section 409A on the date of Executive's Separation from Service, other than due to death, and a Gross-Up Payment or Underpayment would not have been required in the absence of the benefits provided for in this Agreement in connection with Executive's Separation from Service, any Gross-Up

Payment or Underpayment otherwise due to Executive following the Termination Date and on or within the six (6) month period following Executive's Separation from Service will accrue during such period and will become payable in a lump sum payment (less any applicable withholding taxes) on the date six (6) months and one (1) day following the date of Executive's Separation from Service.

(d) Termination for Disability. If at any time during the Employment Term Executive becomes unable to perform his duties as an employee as a result of incapacity, which gives rise to termination of employment for Disability, then (i) Executive will be entitled to receive payments and benefits in accordance with the Company's then applicable plans, policies, and arrangements; provided, however, that to the extent such payments or benefits are "separation pay" within the meaning of Section 409A, such payments and benefits will be paid or provided at the same time and in the same form as similar payments and benefits are provided under Section 7(b) in connection with Executive's Constructive Termination or involuntary termination without Business Reasons; (ii) Executive's outstanding Incentive Awards and other stock options and equity arrangements will expire in accordance with the terms of the applicable award agreement(s) and the Company stock plans under which they were granted; and (iii) with respect to any accrued but un-granted Incentive Awards pursuant to Section 6(a), Executive will be entitled to receive a lump sum cash payment equal to the value of the vesting acceleration that Executive would have received, in accordance with the disability provisions set forth in the Company's equity award policy then in effect had Executive's employment not been terminated for Disability prior to the date those awards would have been granted. The amount payable pursuant to Section 7(d)(iii) will be determined by multiplying the percentage of vesting acceleration to which Executive would have been entitled in accordance with the disability provisions set forth in the Company's equity award policy then in effect by the result of $7,000,000 minus the sum of the Base Salary and Target Bonus for the year in which the Termination Date occurs. This payment will be made on the first regular Company pay day at least six (6) months after the Termination Date or, if later, at least six (6) months after the date of Executive's Separation from Service.

(e) Voluntary Termination, Involuntary Termination for Business Reasons or Termination following a Change in Control. If (i) Executive voluntarily terminates his employment (other than in the case of a Constructive Termination), (ii) Executive is terminated involuntarily for Business Reasons, or (iii) Executive's employment is terminated within the twelve (12) month period following a Change in Control to which Section 7(c) applies, then in any such event (A) all further vesting of Executive's Incentive Awards and other equity arrangements will cease immediately (it being understood that the Executive's Incentive Awards will fully vest upon such a Change in Control as provided in Section 6(a)) and such awards will expire in accordance with the terms of the applicable award agreement(s), (B) all payments of compensation by the Company to Executive hereunder will terminate immediately (except as to amounts already earned), and (C) Executive will not be entitled to any severance but Executive will be paid all accrued but unpaid PTO, expense reimbursements and other benefits due to Executive through his termination date under any Company-provided or paid plans, policies, and arrangements.

(f) Termination Upon Death. If Executive's employment is terminated because of death, then (i) Executive's representatives will be entitled to receive payments and benefits in accordance with the Company's then applicable plans, policies, and arrangements; provided, however, that to the extent such payments or benefits are "separation pay" within the meaning of Section 409A, such payments and benefits will be paid or provided at the same time and in the same form as similar payments and benefits are provided under Section 7(b) in connection with Executive's Constructive Termination or involuntary termination without Business Reasons; and (ii) Executive's outstanding Incentive Awards and other equity arrangements will expire in accordance with the terms of the applicable award agreement(s) and the Company stock plans under which they were granted.

(g) Exclusivity. The provisions of this Section 7 are intended to be and are exclusive and in lieu of any other rights or remedies to which Executive or the Company may otherwise be entitled, either at law, tort or contract, in equity, or under this Agreement, in the event of any termination of Executive's employment. Executive will be entitled to no benefits, compensation or other payments or rights upon termination of employment other than those benefits expressly set forth in paragraph (b), (c), (d), (e) or (f) of this Section 7, whichever will be applicable and those benefits required to be provided by law.

(h) Mitigation. Amounts provided under this Section 7 will not be reduced by any future earnings Executive may receive following the termination of his employment with the Company.

(i) Code Section 409A.

(i) Six-Month Delay. Notwithstanding anything to the contrary in this Agreement, no Deferred Compensation Separation Benefits (as defined below) or other severance benefits that otherwise are exempt from Section 409A (as defined below) pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be considered due or payable until Executive has a Separation from Service. In addition, as Executive currently is a "specified employee" within the meaning of Section 409A and the Company anticipates that Executive will continue to be a specified employee until Executive's Separation from Service, the severance benefits payable to Executive under this Agreement that are considered deferred compensation under Section 409A, if any, and any other severance payments or separation benefits that are considered deferred compensation under Section 409A (together, the "Deferred Compensation Separation Benefits") will, except in the case of death, be delayed for the period beginning on the Termination Date and ending on the date that is six (6) months following the Termination Date or, if later, six (6) months following the date of Executive's Separation from Service. All subsequent payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following his Separation from Service but prior to the six (6) month anniversary of his date of separation, then any payments delayed in accordance with this Section 7(i) or otherwise will be payable in a lump sum (less applicable withholding taxes) to Executive's estate as soon as administratively practicable after the date of his death and all other Deferred Compensation Separation Benefits will be payable in accordance with the payment schedule applicable to each payment or benefit.

(ii) Amendments to this Agreement to Comply with Section 409A. It is the intent of this Agreement to comply with the requirements of Section 409A so that none of the payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. Executive and the Company agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition under Section 409A prior to actual payment to Executive.

8. Definition of Terms. The following terms referred to in this Agreement will have the following meanings:

(a) Business Reasons. "Business Reasons" means (i) gross negligence, willful misconduct or other willful malfeasance by Executive in the performance of his duties, (ii) Executive's conviction of a felony, or other criminal offense involving moral turpitude, or (iii) Executive's material breach of this Agreement, including without limitation any repeated breach of Sections 9 through 12 hereof, provided that, in the case of clauses (i) or (iii) above, the Board provides written notice of such "Business Reason" to the Executive, specifically identifying the circumstance(s) which the Board believes constitute such "Business Reason", and Executive will have the opportunity to cure such circumstances to the reasonable satisfaction of the Board within thirty (30) days following the delivery of such notice; provided, further, that at the conclusion of such thirty (30) day cure period, the final determination of the occurrence of "Business Reasons" and/or the effectiveness of any such cure, will be made at a meeting of the Board at which Executive (and, at Executive's option, his counsel) will have had a right to participate. For purpose of this paragraph, no act or failure to act by Executive will be considered "willful" unless done or omitted to be done by Executive in bad faith or without reasonable belief that Executive's action or omission was in the best interests of the Company or its affiliates. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or based upon the advice of counsel for the Company will be conclusively presumed to be done, or omitted to be done, by Executive in good faith and in the best interests of the Company. The Board must notify Executive of any event constituting Business Reasons within ninety (90) days following any Board member's (excluding Executive) actual knowledge of its existence (which period will be extended during the period of any reasonable investigation conducted in good faith by or on behalf of the Board) or such event will not constitute Business Reasons under this Agreement.

(b) Disability. "Disability" will mean that Executive has been unable to perform his duties as an employee as the result of his incapacity due to physical or mental illness, and such inability, at least twenty-six (26) weeks after its commencement, is determined to be total and permanent by a physician selected by the Company with the consent of the Executive or his representative (unless such consent is unreasonably withheld or delayed). Termination resulting from Disability may only be effected after at least sixty (60) days written notice by the Company of its intention to terminate Executive's employment. In the event that Executive resumes the performance of substantially all of his duties hereunder before the termination of his employment becomes effective, the notice of intent to terminate automatically will be deemed to have been revoked.

(c) Termination Date. "Termination Date" will mean (i) if this Agreement is terminated on account of death, the date of death; (ii) if this Agreement is terminated for

Disability, the date specified in Section 8(b); (iii) if this Agreement is terminated by the Company, the date on which indicated in a notice of termination that is given to Executive by the Company in accordance with Sections 7(a) and 14(a); (iv) if the Agreement is terminated by Executive, the date indicated in a notice of termination given to the Company by Executive in accordance with Sections 7(a) and 14(a); or (v) if this Agreement expires by its terms, then the last day of the term of this Agreement.

(d) Constructive Termination. A "Constructive Termination" will be deemed to occur if Executive elects to voluntarily terminate employment within the ninety (90) day period immediately following any of the following events: (i) Executive's position changes as a result of an action by the Company such that (A) Executive will no longer be Chief Executive Officer of the Company, (B) Executive will have duties and responsibilities demonstrably less than those typically associated with a Chief Executive Officer, or (C) Executive will no longer report directly to the Board; provided that if the Board determines by unanimous vote of all directors (excluding Executive) that it is required either by law or by rule of any exchange or listing entity whose rules must be complied with in order for the Company to maintain such listing that Executive not be Chief Executive Officer, then the involuntary removal of Executive from the position of Chief Executive Officer will not, in and of itself, constitute a Constructive Termination, (ii) Executive is required to relocate his place of employment, other than a relocation within fifty (50) miles of the Company's current Stamford headquarters, (iii) there is a reduction in Executive's Base Salary or Target Bonus other than any such reduction consistent with, a general reduction of pay across the executive staff as a group, as an economic or strategic measure due to poor financial performance by the Company, or (iv) there occurs any other material breach of this Agreement by the Company (including, without limitation, any breach of Section 14(c), but excluding the termination of Executive's service as a director due to applicable legal or listing requirements or stockholders failing to reelect Executive to the Board) after a written demand for substantial performance is delivered to the Board by Executive which specifically identifies the manner in which Executive believes that the Company has materially breached this Agreement, and the Company has failed to cure such breach to the reasonable satisfaction of Executive within thirty (30) days following the delivery of such notice, during which thirty (30) day notice period, the ninety (90) day period described above will be tolled.

(e) Change in Control. "Change in Control" will mean the happening of any of the events described in Section 2(e)(ii) of the Plan (without regard to when Awards were granted under the Plan, as such term is defined in the Plan).

(f) Separation from Service. "Separation from Service" will mean Executive's "separation from service" within the meaning of Section 409A.

9. Confidential Information.

(a) Executive acknowledges that the Confidential Information relating to the business of the Company and its subsidiaries which Executive has obtained or will obtain during the course of his association with the Company and subsidiaries and his performance under this Agreement are the property of the Company and its subsidiaries. Executive agrees that he will not disclose or use at any time, either during or after the Employment Term, any Confidential Information without the written consent of the Board, other than proper disclosure or use in the performance of his duties hereunder. Executive agrees to deliver to the Company at the end of the Employment Term, or at any other time that the Company may request, all memoranda, notes, plans, records, documentation and other materials (and copies thereof) containing Confidential Information relating to the business of the Company and its subsidiaries, no matter where such material is located and no matter what form the material may be in, which Executive may then possess or have under his control. If requested by the Company, Executive will provide to the Company written confirmation that all such materials have been delivered to the Company or have been destroyed. Executive will take all appropriate steps to safeguard Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft.

(b) "Confidential Information" will mean information which is not generally known to the public and which is used, developed, or obtained by the Company or its subsidiaries relating to the businesses of any of the Company and its subsidiaries or the business of any customer thereof including, but not limited to: products or services; fees, costs and pricing structure; designs; analyses; formulae; drawings; photographs; reports; computer software, including operating systems, applications, program listings, flow charts, manuals and documentation; databases; accounting and business methods; inventions and new developments and methods, whether patentable or unpatentable and whether or not reduced to practice; all copyrightable works; the customers of any of the Company and its subsidiaries and the Confidential Information of any customer thereof; and all similar and related information in whatever form. Confidential Information will not include any information which (i) was rightfully known by Executive prior to the Employment Term, (ii) is publicly disclosed by law or in response to an order of a court or governmental agency, (iii) becomes publicly available though no fault of Executive or (iv) has been published in a form generally available to the public prior to the date upon which Executive proposes to disclose such information. Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all the material features comprising such information have been published in combination.

10. Inventions and Patents. In the event that Executive, as a part of Executive's activities on behalf of the Company, generates, authors or contributes to any invention, new development or method, whether or not patentable and whether or not reduced to practice, any copyrightable work, any trade secret, any other Confidential Information, or any information that gives any of the Company and its subsidiaries an advantage over any competitor, or similar or related developments or information related to the present or future business of any of the Company and its subsidiaries (collectively "Developments and Information"), Executive acknowledges that all Developments and Information are the exclusive property of the Company. Executive hereby assigns to the Company, its nominees, successors or assigns, all rights, title and interest to Developments and Information. Executive will cooperate with the Board to protect the interests of the Company and its subsidiaries in Developments and Information. Executive will execute and file any document related to any Developments and Information requested by the Board including applications, powers of attorney, assignments or other instruments which the Board deems necessary to apply for any patent, copyright or other proprietary right in any and all countries or to convey any right, title or interest therein to any of the Company's nominees, successors or assigns.

11. No Conflicts.

(a) Executive agrees that during the Employment Term, in his individual capacity he will not enter into any agreement, arrangement or understanding, whether written or oral, with any supplier, contractor, distributor, wholesaler, sales representative, representative group or customer, relating to the business of the Company or any of its subsidiaries, without the express written consent of the Board.

(b) As long as Executive is employed by the Company or any of its subsidiaries, Executive agrees that he will not, except as set forth in Section 1, or with the express written consent of the Board, become engaged in, render services for, or permit his name to be used in connection with, any for-profit business other than the business of the Company, any of its subsidiaries or any corporation or partnership in which the Company or any of its subsidiaries have an equity interest.

12. Non-Competition Agreement.

(a) Executive acknowledges that his services are of a special, unique and extraordinary value to the Company and that he has access to the Company's trade secrets, Confidential Information and strategic plans of the most valuable nature. Accordingly, Executive agrees that for the period of thirty-six (36) months following the Termination Date, Executive will not directly or indirectly own, manage, control, participate in, consult with, render services for, or in any manner engage in any business competing with the businesses of the Company or any of its subsidiaries as such businesses exist or are in process of development on the Termination Date (as evidenced by written proposals, market research or similar materials), including without limitation the publication of periodic research and analysis of the information technology industries. Nothing herein will prohibit Executive from being a passive owner of not more than 1% of the outstanding stock of any class of a corporation that is publicly traded, so long as Executive has no active participation in the business of such corporation.

(b) In addition, for a period of thirty-six (36) months commencing on the Termination Date, Executive will not (i) directly or indirectly induce or attempt to induce any employee of the Company or any subsidiary (other than his own assistant) to leave the employ of the Company or such subsidiary, or in any way interfere with the relationship between the Company or any subsidiary and any employee thereof, (ii) hire directly or though another entity any person who was an employee of the Company or any subsidiary at any time during the then preceding twelve (12) months, provided that Executive may hire any such person who responds to a general advertisement offering employment so long as such person did not have regular contact with Executive in the course of his or her employment with the Company, (iii) directly or indirectly induce or attempt to induce any customer, supplier, licensee or other business relation of the Company or any subsidiary to cease doing business with the Company or such subsidiary, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation and the Company or any subsidiary, or (iv) disparage the Company, its executive officers, or its directors.

(c) Executive agrees that these restrictions on competition and solicitation will be deemed to be a series of separate covenants not-to-compete and a series of separate non-solicitation covenants for each month within the specified periods, separate covenants not-to-compete and non-solicitation covenants for each state within the United States and each country in the world, and separate covenants not-to-compete for each area of competition. If any court of competent jurisdiction will determine any of the foregoing covenants to be unenforceable with respect to the term thereof or the scope of the subject matter or geography covered thereby, such remaining covenants will nonetheless be enforceable by such court against such other party or parties or upon such shorter term or within such lesser scope as may be determined by the court to be enforceable.

(d) Because Executive's services are unique and because Executive has access to Confidential Information and strategic plans of the Company of the most valuable nature, the parties agree that the covenants contained in this Section 12 are necessary to protect the value of the business of the Company and that a breach of any such covenant would result in irreparable and continuing damage for which there would be no adequate remedy at law. The parties agree therefore that in the event of a breach or threatened breach of this Agreement, the Company or its successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce, or prevent any violations of, the provisions hereof.

13. SEC Compliance. The Company covenants that:

(a) at all times during the Employment Term and the term of any Incentive Awards, if later, the Company will use commercially reasonable efforts to maintain in effect a valid and effective registration statement on Form S-8 filed with the Securities Exchange Commission pursuant to the Securities Act of 1933, as amended (the "Securities Act") covering any outstanding equity awards made to Executive; provided, however, that nothing contained herein shall be deemed to limit the right of the Company, in good faith, to suspend or withdraw such registration so long as the Company thereafter uses commercially reasonable efforts to comply with this provision; and

(b) for so long as Executive holds either Incentive Awards or shares of Common Stock of the Company obtained through the vesting or exercise of an Incentive Award, and until Executive is free to sell all of the shares underlying, relating to or obtained through the vesting or exercise of, Incentive Awards pursuant to Rule 144 promulgated under the Securities Act, in a ninety (90) day period, the Company will include in such Registration Statement on Form S-8 described in clause (i) above a customary reoffer prospectus covering Executive's offer and sale of stock obtained through the vesting or exercise of Incentive Awards in any manner requested by the Executive from time to time.

14. Miscellaneous Provisions.

(a) Notice. Notices and all other communications contemplated by this Agreement will be in writing, will be effective when given, and in any event will be deemed to have been duly given (i) when delivered, if personally delivered, (ii) three (3) business days after deposit in the U.S. mail, if mailed by U.S. registered or certified mail, return receipt requested, or (iii) one (1) business day after the business day of deposit with Federal Express or similar overnight courier, if so delivered, freight prepaid. In the case of Executive, notices will be addressed to him at the home address which he most recently communicated to the Company in writing, provided that a copy of such notice is delivered to the Executive's last known attorneys.

In the case of the Company, notices will be addressed to its corporate headquarters, and all notices will be directed to the attention of its Corporate Secretary.

(b) Notice of Termination. Any termination by the Company or Executive will be communicated by a notice of termination to the other party hereto given in accordance with paragraph (a) hereof. Such notice will indicate the specific termination provision in this Agreement relied upon.

(c) Successors.

(i) Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets will be entitled to assume the rights and will be obligated to assume the obligations of the Company under this Agreement and will agree to perform, in good faith, the Company's obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" will include any successor to the Company's business and/or assets which becomes bound by the terms of this Agreement by operation of law or this Agreement.

(ii) Executive's Successors. The terms of this Agreement and all rights of Executive hereunder will inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

(iii) No Other Assignment of Benefits. Except as provided in this Section 14(c), the rights of any person to payments or benefits under this Agreement will not be made subject to option or assignment, either by voluntary or involuntary assignment or by operation of law, including (without limitation) bankruptcy, garnishment, attachment or other creditor's process, and any action in violation of this subsection (iii) will be void.

(d) Waiver; Amendment. No provision of this Agreement will be amended, modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(e) Entire Agreement. This Agreement will supersede any and all prior agreements, representations or understandings (whether oral or written and whether express or implied) between the parties with respect to the subject matter hereof.

(f) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

(g) Arbitration. Any dispute or controversy arising under or in connection with this Agreement will be settled exclusively by arbitration in New York, New York, in accordance with the Employment Arbitration Rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. No party will be entitled to seek or be awarded punitive damages. All attorneys fees and costs will be allocated or apportioned as agreed by the parties or, in the absence of an agreement, in such manner as the arbitrator or court will determine to be appropriate to reflect the final decision of the deciding body as compared to the initial positions in arbitration of each party. This Agreement will be construed in accordance with and governed by the laws of the State of New York as they apply to contracts entered into and wholly to be performed within such State by residents thereof.

(h) Withholding of Taxes. All payments made pursuant to this Agreement will be subject to withholding of applicable taxes.

(i) Indemnification. Executive will be covered under the Company's insurance policies and, subject to applicable law, will be provided indemnification to the maximum extent permitted by the Company's bylaws and Certificate of Incorporation, with such insurance coverage and indemnification to be in accordance with the Company's standard practices for senior executive officers but on terms no less favorable than provided to any other Company senior executive officer or director.

(J) Compliance with Company Policies. During the Employment Term, Executive will comply with all Company policies generally applicable to the Company's executive officers.

(k) Legal Fees. The Company will pay directly the reasonable fees and expenses of counsel retained by Executive in connection with the preparation, negotiation and execution of this amended Agreement, up to a maximum of $10,000.

(l) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

GARTNER, INC.

By: /s/ Anne Sutherland Fuchs

Anne Sutherland Fuchs, Chairman, Compensation Committee of the Board of Directors

EUGENE A. HALL

____

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

GARTNER, INC.

By: ______________________________
Anne Sutherland Fuchs, Chairman,
Compensation Committee of the Board of
Directors

Eugene A. Hall

____

Exhibit A

RELEASE AGREEMENT

This Release Agreement (the “Agreement”) is made by and between Eugene A. Hall (“Executive”) and Gartner, Inc. (“Company”) (jointly referred to as the “Parties”).

NOW THEREFORE, in consideration of the promises made herein, the Parties hereby agree as follows:

1. Consideration. The Company agrees to provide Executive with the consideration set forth in the Employment Agreement between Executive and the Company dated February 15, 2007, as amended on December 31, 2008 (the “Employment Agreement”). No consideration shall be due or payable to Executive by the Company until the Effective Date of this Agreement, as that term is defined below.

2. Payment of Salary. Executive acknowledges and represents that the Company has paid all salary, wages, bonuses, accrued vacation, interest, severance, stock, stock options, vesting, fees, business expenses, and any and all benefits and compensation due to Executive, with the exception of the consideration provided for in this Agreement.

3. Release of Claims. Executive agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company and its current and former: officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations and assigns (the “Releasees”). Executive, on his own behalf, and on behalf of his respective heirs, family members, executors, agents, and assigns, hereby fully and forever releases the Company and the other Releasees from, and agrees not to sue concerning, any claim, duty, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Executive may possess arising from any omissions, acts or facts that have occurred up until and including the Effective Date of this Agreement including, without limitation:

(a) any and all claims relating to or arising from Executive’s employment with the Company or the termination of that employment;

(b) any and all claims relating to, or arising from, Executive’s right to purchase, or actual purchase of, shares of Company stock, including, but not limited to, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

(c) any and all claims under the law of any jurisdiction, including, but not limited to, wrongful discharge of employment; constructive discharge from employment; termination in violation of public policy; discrimination; breach of contract, both express and implied; breach of a covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; and conversion;

(d) any and all claims for violation of any federal, state or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990; the Fair Labor Standards Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the Fair Credit Reporting Act; the Sarbanes Oxley Act; the Connecticut Fair Employment Practices Act; the Connecticut Human Rights and Opportunities Law; and the Connecticut General Statute Title 31;

(e) any and all claims for violation of the federal, or any state, constitution;

(f) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

(g) any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Executive as a result of this Agreement; and

(h) any and all claims for attorney fees and costs.

The Company and Executive agree that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to (a) any obligations incurred under this Agreement, including, without limitation, the obligation to provide the consideration referenced in Section 1, (b) payment of accrued benefits under an employee benefit plan, to the extent and in the manner prescribed by the plan documents; (c) the election of continued healthcare coverage under an employee health plan pursuant to COBRA; (d) the application for and/or receipt of unemployment benefits to the extent eligible; (e) the receipt of indemnification under the Company's charter, bylaws or other organizational documents of the Company, or (f) any claims for benefits under the Director & Officer insurance of the Company.

4. <u>Acknowledgement of Waiver of Claims Under ADEA</u>. Executive acknowledges that he is waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967 ("ADEA") and that this waiver and release is knowing and voluntary. Executive and the Company agree that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement. Executive acknowledges that the consideration given for this waiver and release Agreement is in addition to anything of value to which Executive was already entitled. Executive further acknowledges that he has been advised by this writing that:

a. he should consult with an attorney <u>prior</u> to executing this Agreement;

b. he has twenty-one (21) calendar days within which to consider this Agreement;

c. he has seven (7) calendar days following his execution of this Agreement to revoke this Agreement;

d. this ADEA waiver shall not be effective until the revocation period has expired; and,

e. nothing in this Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs for doing so, unless specifically authorized by federal law.

ANY REVOCATION SHOULD BE IN WRITING AND DELIVERED TO LEWIS G. SCHWARTZ, AT 56 TOP GALLANT ROAD, STAMFORD, CT 06904 ON OR BEFORE 11:59 P.M. ON THE SEVENTH DAY AFTER EXECUTIVE'S EXECUTION OF THIS AGREEMENT.

5. No Pending or Future Lawsuits. Executive represents that he has no lawsuits, claims, or actions pending in his name, or on behalf of any other person or entity, against the Company or any of the other Releasees. Executive also represents that he does not intend to bring any claims on his own behalf or on behalf of any other person or entity against any of the Releasees.

6. No Assistance. Executive agrees that he will not knowingly counsel or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the Releasees, unless under a subpoena or other court order to do so. Executive agrees both to immediately notify the Company upon receipt of any such subpoena or court order, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or court order to the Company. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Releasees, Executive shall state no more than that he cannot provide counsel or assistance.

7. Breach. Executive acknowledges and agrees that any breach of any provision of this Agreement by Executive shall constitute a material breach of this Agreement and shall entitle the Company immediately to recover the consideration provided to Executive under this Agreement.

8. Non-Disparagement. The Parties agree to refrain from (i) any defamation, libel or slander, or (ii) tortious interference with the contracts and relationships, in either case, of the other Party (and, in the case of Executive, the Releasees as well).

9. No Admission of Liability. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of potential claims. No action taken by the Parties, previously or in connection with this Agreement, shall be construed to be: (a) an admission of the truth or falsity of any claims made, or (b) an admission by either party of any fault or liability whatsoever to the other party or to any third party.

10. No Representations. Each party represents that it has had the opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

11. Severability. In the event that any provision in this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue

in full force and effect without said provision so long as the remaining provisions remain intelligible and continue to reflect the original intent of the Parties.

12. Entire Agreement. This Agreement represents the entire agreement and understanding between the Company and Executive concerning the subject matter of this Agreement, and supersedes and replaces any and all prior agreements and understandings between the Parties concerning the subject matter of this Agreement.

13. No Oral Modification. Any modification or amendment of this Agreement, or additional obligation assumed by either party in connection with this Agreement, shall be effective only if placed in writing and signed by both Parties or their authorized representatives.

14. Attorneys' Fees. In the event that either Party brings an action to enforce or effect its rights under this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, plus reasonable attorneys' fees incurred in connection with such an action.

15. Governing Law. This Agreement shall be governed by the laws of the State of New York, without regard for choice of law provisions.

16. Effective Date. This Agreement will become effective on the eighth day after it has been signed by both Parties (the "Effective Date"), provided that Employee has not revoked the Agreement before that date. This Agreement shall become effective or enforceable, and the consideration provided herein shall not be payable, until the Effective Date.

17. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

18. Voluntary Execution of Agreement. This Agreement is executed voluntarily and with the full intent of releasing all claims, and without any duress or undue influence by any of the Parties. The Parties acknowledge that:

(a) They have read this Agreement;

(b) They have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;

(c) They understand the terms and consequences of this Agreement and of the releases it contains; and

(d) They are fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

Dated:	______________________	By:	______________________ For Gartner, Inc.
Dated:	______________________	By:	______________________ Eugene A. Hall

Exhibit 10.15

GARTNER, INC.

DEFERRED COMPENSATION PLAN

Effective January 1, 2009

(approved by the Board of Directors on October 28, 2008
with further revisions approved by Lewis G. Schwartz on behalf of the Retirement Benefit
Committee of Gartner, Inc. on December 19, 2008
pursuant to a delegation of authority by the Board of Directors)

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GARTNER, INC.

DEFERRED COMPENSATION PLAN

PREAMBLE

This Garner, Inc. Deferred Compensation Plan (the "Plan") was adopted, effective January 1, 2005, by Gartner, Inc. and is hereby amended and restated effective January 1, 2009.

The Plan is an unfunded plan maintained for the purpose of providing deferred compensation for a select group of management or highly compensated employees of the Company. This Plan is intended, and shall be construed, to comply with Section 409A of the Internal Revenue Code and applicable guidance issued thereunder ("Section 409A") and shall be amended by the Company, retroactive to its effective date if appropriate, in the event that the Company determines such amendment is necessary to comply with Section 409A.

The Company has entered into an agreement (the "Trust Agreement") with an institutional trustee (the "Trustee") under an irrevocable trust to be used in connection with the Plan and the Grandfathered Plan described below (the "Rabbi Trust"). The Company intends the Trust to be a "grantor trust" with the principal and income of the Trust treated as assets and income of the Company for federal and state income tax purposes. The Company intends the assets of the Trust at all times to be subject to the claims of general creditors of the Company as provided in the Trust Agreement. The Company intends the existence of the Trust not to alter the characterization of the Plan as "unfunded" for purposes of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and not to be construed to provide income to Plan participants under the Plan prior to actual payment of vested accrued benefits hereunder.

The Gartner, Inc. Management Deferred Compensation Plan (the "Grandfathered Plan"), originally established effective June 1, 1998, was frozen as to new contributions effective December 31, 2004 and continues to exist as a grandfathered plan under Section 409A, such that the vested account balances of participants in such grandfathered plan as of December 31, 2004, plus any earnings thereon, are not subject to Section 409A.

ARTICLE I

DEFINITIONS

Whenever the following words and phrases are used in this Plan, with the first letter capitalized, they shall have the meanings specified below:

"Account" means, for each Participant, the bookkeeping account maintained by the Company that is credited with amounts equal to (a) the portion of the Participant's Salary that he or she elects to defer, (b) the portion of the Participant's Bonus that he or she elects to defer, (c) the portion of the Participant's Commissions that he or she elected to defer prior to January 1, 2009, (d) Company contributions, if any, made to the Plan for the Participant's benefit, and (e) adjustments to reflect deemed earnings and losses pursuant to Section 4.2(c).

"Administrator" means the Company or such other person or persons acting on behalf of the Company or to whom the Company has delegated the authority to administer the Plan pursuant to Article VIII hereof.

"Beneficiary" or "Beneficiaries" means the beneficiary last designated in writing by a Participant in accordance with procedures established by the Company from time to time to receive the benefits specified hereunder in the event of the Participant's death. No Beneficiary designation shall become effective unless and until it is filed with the Company during the Participant's lifetime.

"Board of Directors" or "Board" means the Board of Directors of the Company.

"Bonus" means the amount of cash-based incentive compensation payable to a Participant as part of the Company's or a Participating Employer's annual bonus program.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commission" means the amount of compensation (other than Salary and Bonus) payable to a Participant as a result of sales transactions generated by such Participant. Commissions are not eligible for deferral.

"Company" means Gartner, Inc.

"Compensation" means the Bonus and Salary that a Participant earns for services rendered to the Company or a Participating Employer.

"Distributable Amount" means the amount a Participant's Account, at the time of distribution under Section 7.1, that is subject to a particular distribution election (or to the default distribution provision).

"Distribution Event" means, with respect to each Participant, the Participant's separation from service (as defined in Section 409A) for any reason (including retirement, voluntary or involuntary termination, or disability) or the participant's death.

"Election Period" means a reasonable period, established by the Administrator, prior to each January 1. An Eligible Employee's first Election Period is referred to herein as the Initial Election Period.

"Eligible Employee" means an Employee who has been designated by the Company as eligible to participate in the Plan; provided, however, that "Eligible Employee" shall also include any Employee who has an account balance under the Grandfathered Plan as of December 31, 2O04. The Company may designate Eligible Employees only as of January 1 and June 1 of each Plan Year.

"Employee" means a common law employee of the Company or a Participating Employer, who is on the United States payroll of the Company or a Participating Employer.

"Fund" or "Funds" means one or more of the deemed investment funds selected by the Company pursuant to Section 3.3.

"Grandfathered Plan" means the Gartner, Inc. Management Deferred Compensation Plan, originally effective June 1, 1998, which has been frozen, effective December 31, 2004, with respect to new contributions and which constitutes a grandfathered plan under Section 409A.

"Initial Election Period" means (1) for Employees who first become Eligible Employees on January 1 of a Plan Year, a reasonable period ending prior to such January 1, and (2) for Employees who first become Eligible Employees on June 1 of a Plan Year, the thirty-day period that begins on June 1 and ends on June 30 of such Plan Year.

"Investment Return" means, for each Fund, an amount equal to the pre-tax rate of gain or loss with respect to such Fund (net of applicable fund and investment charges) as of the close of each business day.

"Participant" means an Eligible Employee who has elected to defer Compensation in accordance with Section 3.1.

"Participating Employer" means an entity that is directly or indirectly controlled by the Company or any entity in which the Company has a significant equity or investment interest, in each case, as determined by the Administrator.

"Payment Commencement Date" means (1) in the case of a Participant's separation from service for any reason other than death, the earlier of the January 1 or July 1 that is at least six months following such separation from service; and (2) in the case of a Participant's termination of employment on account of death, the first of the month following the calendar quarter in which death occurs.

“Plan” means the Gartner, Inc. Deferred Compensation Plan set forth herein, now in effect, or as amended from time to time.

“Plan Year” means the calendar year.

“Salary” means the Employee’s base salary for the Plan Year. Salary excludes any other form of compensation such as restricted stock, proceeds from stock options or stock appreciation rights, severance payments, moving expenses, car or other special allowance, or any other amounts included in an Eligible Employee’s taxable income that is not compensation for services.

“Section 409A” means Section 409A of the Code and applicable guidance issued thereunder.

ARTICLE II

PARTICIPATION

2.1 Participation.

An Eligible Employee shall become a Participant in the Plan by: (a) electing to defer a portion of his or her Compensation in accordance with Section 3.1, and (b) completing a life insurance application on such form and in such manner as prescribed by the Administrator. A Participant may be required to complete additional life insurance applications from time to time, and a Participant's failure to complete a life insurance application at the Administrator's request may result in the cessation of the Participant's eligibility to participate in the Plan with respect to the next following Plan Year.

ARTICLE III

DEFERRAL ELECTIONS

3.1 Elections to Defer Compensation.

(a) Election Period. Each Eligible Employee may elect to defer Compensation by filing an election that conforms to the requirements of this Section, on a written or electronic form approved by the Administrator, no later than the last day of the applicable Election Period (or Initial Election Period, in the case of a newly Eligible Employee).

(b) General Rule. The amount of Compensation that an Eligible Employee may elect to defer is as follows:

(1) Any whole percentage of Salary up to fifty percent (50%); and/or

(2) Any whole percentage of Bonus up to one hundred percent (100%); provided, however, that no election shall be effective to reduce the Compensation paid to an Eligible Employee for a calendar year to an amount that is less than the amount necessary to pay (i) applicable employment taxes (e.g., FICA, hospital insurance) payable with respect to amounts deferred hereunder, (ii) amounts necessary to satisfy any other benefit plan withholding obligations, (iii) any resulting income taxes payable with respect to Compensation that cannot be so deferred, and (iv) any amounts necessary to satisfy any wage garnishment or similar obligations.

(c) [reserved]

(d) Effect of Election.

(1) Initial Election Period. An election to defer Compensation made during an Initial Election Period shall be effective as to Compensation for services to be performed thereafter, as follows: (1) An election to defer Salary made during an Initial Election Period shall be effective beginning with Salary earned during the first pay period that begins after the end of the Initial Election Period; and (2) An election to defer Bonus made during an Initial Election Period shall be effective as to any Bonus earned after the end of the Initial Election Period, provided that if a Participant’s Initial Election Period occurs in June, the Participant may defer a maximum of 50% of the Participant’s Bonus for such year.

(2) In General. An election to defer Compensation made or changed during an Election Period other than the Initial Election Period shall be effective: (i) beginning with Salary earned during the first pay period that begins on or after the first day of the next succeeding Plan Year; and (ii) as to any Bonus earned beginning in the next succeeding Plan Year.

(e) Duration of Salary Deferral Election. A Salary deferral election made under Subsection (a) of this Section shall remain in effect, notwithstanding any change in the Participant's Salary, until changed or terminated in accordance with the terms of this Article, and such election shall become irrevocable as of each December 31 with respect to Salary to be earned in the next succeeding Plan Year. A Participant's Salary deferral election shall terminate with respect to future Salary upon the Participant ceasing to be an Employee. If a Participant remains an Employee but ceases to be an Eligible Employee, the Participant's Salary deferral election shall terminate at the end of the calendar year in which the Participant ceased to be an Eligible Employee.

(f) Duration of Bonus Deferral Election. A Bonus deferral election made under Subsection (a) of this Section shall remain in effect until changed or terminated in accordance with this Article, and such election shall become irrevocable as of each December 31 with respect to Bonus to be earned in the next succeeding Plan Year. A Participant's Bonus deferral election shall terminate with respect to future Bonuses upon the Participant ceasing to be an Employee. If a Participant remains an Employee but ceases to be an Eligible Employee, the Participant's Bonus deferral election shall terminate at the end of the calendar year in which the Participant ceased to be an Eligible Employee.

3.2 Company Contributions.

Effective for Plan Years beginning on or after January 1, 2006, the Company may, in its sole and absolute discretion, make discretionary matching contributions to the Accounts of certain Participants designated by the Company, in an amount determined pursuant to a formula set by the Company prior to the beginning of each Plan Year. If such a discretionary matching contribution is to be made for a Plan Year, the applicable formula shall generally provide for a matching contribution equal to a specified percentage of the deferrals made under the Plan by each designated Participant during the Plan Year; provided that the formula may limit the amount of matching contributions to a specified percentage of compensation, a specified dollar amount, or some other limit determined by the Company. The formula for determining a discretionary matching contribution, if any, shall be set by the Company prior to the beginning of each Plan Year, and the Administrator shall notify the designated Participants of such formula prior to the beginning of each Plan Year. An eligible Participant must be actively employed on the last day of the Plan Year in order to receive a matching contribution for such Plan Year.

ARTICLE IV

ACCOUNTS

4.1 Participant Accounts.

The Administrator shall establish and maintain an Account for each Participant under the Plan. A Participant's Account shall be credited as follows:

(a) As soon as administratively practicable following the end of each applicable pay period, the Administrator shall credit the Participant's Account with an amount equal to the Salary the Participant elected to defer;

(b) As soon as administratively practicable after each Bonus or partial Bonus would have been paid, the Administrator shall credit the Participant's Account with an amount equal to the Bonus the Participant elected to defer;

(c) As soon as administratively practicable after the last day of the Plan Year or such other time or times as the Administrator may determine, the Administrator shall credit the Participant's Account with an amount equal to the Company contribution, if any, applicable in accordance with Section 3.2;

4.2 Investment Elections.

(a) The Administrator, in its sole and absolute discretion, may provide each Participant with a list of investment Funds and the Participant may designate, in a manner specified by the Administrator, one or more Funds in which his or her Account will be deemed to be invested for purposes of determining the amount of Investment Returns to be credited to the Account. The Administrator, from time to time, in its sole and absolute discretion, may select a commercially-available fund to constitute the Fund actually selected, which shall be used to determine the Investment Return to be credited to Participants' Accounts under Subsection (c) below.

(b) A Participant may specify that all or any one percent (1%) multiple of his or her Account be deemed to be invested in one or more of the Funds, subject to such limitations and conditions as the Administrator may specify. A Participant may change the designation made under this Section 4.2(b) in such manner and at such time or times as the Administrator shall permit. If a Participant fails to elect a Fund under this Section, or if the Administrator does not provide Participants with a list of Funds pursuant to this Section, then the Participant's Account shall be deemed to be invested in a Fund chosen by the Administrator and communicated to Participants from time to time.

(c) Each Participant's Account may be divided into separate subaccounts ("investment fund subaccounts") corresponding to the deemed investment Funds elected by the Participant pursuant to Subsection (b) above. As of each business day, a Participant's Account shall be adjusted for deemed earnings (and losses) in an amount equal to that determined by multiplying the balance credited to each applicable investment fund subaccount as of the close of the prior business day by the Investment Return for the corresponding Fund.

ARTICLE V

VESTING

5.1 Account.

(a) Compensation Deferrals. A Participant's Account attributable to Compensation deferred by a Participant pursuant to the terms of this Plan, as adjusted for any deemed earnings and losses credited to the Participant's Account under Section 4.2(c) with respect to such deferrals, shall be one hundred percent (100%) vested at all times.

(b) Company Contributions. The value of a Participant's Account attributable to any Company contributions pursuant to Section 3.2 shall vest at such time or times as the Board shall specify in connection with any such contributions. Unless otherwise specified by the Board, a Participant shall be one hundred percent (100%) vested in such Company contributions, as adjusted for any deemed earnings and losses credited to the Participant's Account under Section 4.2(c) with respect to such Company contributions.

ARTICLE VI

RABBI TRUST

6.1 Establishment of Rabbi Trust.

As described in the Preamble to the Plan, the Company has established the Rabbi Trust, which will be used in connection with the Plan.

6.2 Duties of Trustee of Rabbi Trust.

The Trustee shall manage, invest and reinvest the Rabbi Trust as provided in the Trust Agreement. The Trustee shall collect the income on the Rabbi Trust, and make distributions therefrom, all as provided in this Plan and in the Trust Agreement.

6.3 Contributions to Rabbi Trust.

While the Plan remains in effect, the Company shall make contributions to the Rabbi Trust at least once each quarter. As soon as administratively practicable after the close of each Plan quarter, the Company shall make an additional contribution to the Rabbi Trust to the extent that previous contributions to the Rabbi Trust for the current Plan quarter are less than the total of the Compensation deferrals made by each Participant plus Company contributions, if any, accrued as of the close of the current Plan quarter.

ARTICLE VII

DISTRIBUTIONS

7.1 Distribution of Deferred Compensation .

(a) Separation from Service.

(1) Default Form of Distribution. In the event a Participant incurs a separation from service (as defined in Section 409A) for any reason, including (without limitation) death, retirement or disability, the Participant's Distributable Amount shall be paid to the Participant (or to his or her Beneficiary, as applicable) in a single lump-sum cash payment on the Participant's Payment Commencement Date.

(2) Optional Forms of Distribution. Notwithstanding the forgoing, a Participant may elect, in the time and manner described below, one of the following optional forms of distribution commencing as of the Participant's Payment Commencement Date:

(i) twenty (20) quarterly installments,

(ii) forty (40) quarterly installments, or

(iii) sixty (60) quarterly installments.

(3) Initial Distribution Election. An Eligible Employee may make an initial election regarding his or her form of distribution by completing a written or electronic form approved by and filed with the Administrator within the Initial Election Period. For Employees who were Eligible Employees prior to January 1, 2005, a distribution election made prior to January 1, 2005 shall be treated as made during the Initial Election Period. Such election shall remain in effect with respect to future Plan Years unless and until changed in accordance with this Section and shall become irrevocable as of each December 31 with respect to any Compensation deferred and Company contributions credited to the Participant's Account for the next succeeding Plan Year (subject to adjustment for deemed earnings and losses pursuant to Section 4.2(c)).

(4) Distribution Election by Plan Year. A Participant may, when making his or her Compensation deferral election for a particular Plan Year, make an election regarding the form of distribution with respect to Compensation deferred and any Company contributions to be credited to the Participant's Account for such Plan Year (subject to adjustment for deemed earnings and losses pursuant to Section 4.2(c)), by completing a written or electronic form approved by and filed with the Administrator. Such an election shall remain in effect with respect to future Plan Years unless and until changed in accordance with this Section and shall become irrevocable as of each December 31 with respect to any Compensation deferred and Company contributions credited to the Participant's Account for the next succeeding Plan Year (subject to adjustment for deemed earnings and losses pursuant to Section 4.2(c)).

(5) Change in Distribution Election. A Participant may, at any time, make a subsequent election to change the form of distribution with respect to his or her entire Account or the entire portion of his or her Account attributable to Compensation deferred and Company contributions credited to the Participant's Account for a particular Plan Year (subject to adjustment for deemed earnings and losses pursuant to Section 4.2(c)), by completing a written or electronic form approved by and filed with the Administrator; provided, however, that:

(i) such election shall not take effect until twelve (12) months after the date on which the election is made, such that, if the Participant experiences a Distribution Event within twelve months of the date the election is made, the election shall not be effective and the Participant's Distributable Amount with respect to such Plan Year(s) shall be paid in accordance with the Participant's prior election(s) if the Participant has a valid election in effect with respect to such Plan Year(s) or, in the absence thereof, in accordance with the Plan's default provision under Section 7.1(a)(1);

(ii) the first payment under such election must be at least paid five (5) years after the date it otherwise would have been paid (provided that installment payments shall be treated as a single payment, such that payment under the new election must be made or begin at least five (5) years after the date the first installment otherwise would have been paid); and

(iii) no more than one such change in distribution election may be made by a Participant with respect to each Plan Year's deferrals and contributions.

(6) Notwithstanding anything to contrary herein, if the Participant's Account Balance is Twenty-Five Thousand Dollars ($25,000) or less on the Participant's Payment Commencement Date, the Account Balance shall automatically be distributed in the form of a cash lump sum on the Participant's Payment Commencement Date.

(7) If the Participant's Distributable Amount is paid in installments, the Participant's Account shall continue to be adjusted monthly for deemed earnings and losses pursuant to Section 4.2(c), and the installment amount shall be adjusted annually to reflect gains and losses, until all amounts credited to his or her Account under the Plan have been distributed.

(6) Amounts payable pursuant to this Section shall be subject to the limitation on payout under Section 7.4.

(b) Death While Receiving Benefits. If the Participant is in pay status at the time of death, his or her Beneficiary shall be paid the remaining quarterly installments as they come due.

7.2 Scheduled In-Service Withdrawals.

(a) Scheduled In-Service Withdrawals. When making his or her Compensation deferral election for a particular Plan Year, a Participant may elect a "Scheduled In-Service Withdrawal," which means the distribution, as of a specified date prior to separation from service, of the entire portion of his or her Account attributable to Compensation deferred and Company contributions credited to his or her Account for such Plan Year, (subject to adjustment for deemed earnings and losses pursuant to Section 4.2(c)), subject to the following restrictions:

(1) A Participant's Scheduled In-Service Withdrawal election must specify a payment date at least three (3) years after the first day of the Plan Year to which the election applies.

(2) A Participant's Scheduled In-Service Withdrawal election shall be made by completing a written or electronic form approved by and filed with the Administrator.

(3) The amount payable to a Participant in connection with a Scheduled In-Service Withdrawal shall be determined as of the last business day of the calendar month coincident with or immediately preceding the month of the Scheduled In-Service Withdrawal date.

(4) A Participant may, at least one (1) year prior to a Scheduled In-Service Withdrawal date, elect to change his or her Scheduled In-Service Withdrawal date to a date that is at least five (5) years later; provided, however, that such change shall not become effective until twelve (12) months after the date the election is made. Only one such change may be made with respect to each Plan Year's deferrals and contributions.

(5) Subject to Section 7.4, payment of a Scheduled In-Service Withdrawal shall be made in a single lump sum on the first business day coincident with or immediately following the Scheduled In-Service Withdrawal date.

(6) A Participant's Scheduled In-Service Withdrawal election shall become void and of no effect upon the Participant's separation from service with the Company for any reason before such Scheduled In-Service Withdrawal date. In such event, the distribution provisions of Section 7.1 shall apply.

(7) A Participant's Scheduled In-Service Withdrawal election shall remain in effect until changed or terminated in accordance with this Section. With respect to each succeeding Plan Year, the effect of such continuing election is that the Participant will be deemed to have elected a Scheduled In-Service Withdrawal date with respect to Compensation deferred and any Company contributions credited to the Participant's Account for such Plan Year (subject to adjustment for deemed earnings and losses pursuant to Section 4.2(c)) that is exactly one year later than the Participant's Scheduled In-Service Withdrawal date with respect to the prior Plan Year, which deemed election shall become irrevocable as of each December 31 with respect to the succeeding Plan Year.

7.3 Unforeseeable Emergency.

(a) Determination of Unforeseeable Emergency. The Administrator, in its sole and absolute discretion, may accelerate the date of distribution of a Participant's Account upon the request of a Participant who has experienced an Unforeseeable Emergency, in accordance with applicable law. "Unforeseeable Emergency" shall mean a severe financial hardship resulting from (1) an illness or accident of the Participant or his or her spouse or dependent (as defined in Section 152(a) of the Code); (2) loss of the Participant's property due to casualty; or (3) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. The Administrator shall determine whether an accelerated distribution on account of an Unforeseeable Emergency is permitted based on the relevant facts and circumstances of each case and in accordance with applicable law.

(b) Amount of Distribution Permitted. Any distribution on account of an Unforeseeable Emergency shall be limited to the amount reasonably necessary to satisfy the Participant's emergency need (which may include amounts necessary to pay any Federal, state or local income taxes or penalties reasonably anticipated to result from the distribution).

(c) Source and Form of Distribution. Unless the Administrator, in its sole and absolute discretion, determines otherwise, a distribution pursuant to this Section of less than the Participant's entire interest in the Plan shall be made pro rata from all of his or her deemed investment Funds. Distributions shall be made in a single cash lump sum as soon as administratively practicable after the Administrator approves the Participant's request.

7.4 Section 162(m) Limitation.

If the Administrator reasonably anticipates that all or any portion of any payment of benefits under this Article VII to a Participant would not be deductible for federal income tax purposes by the Company (or the applicable Participating Employer) because of a limitation under Code Section 162(m) on the total amount of the Participant's deductible compensation, the following shall apply:

(a) Payment of the non-deductible amount shall be deferred until the earliest date at which the Company reasonably anticipates that the deduction of the payment will not be limited or eliminated by application of Section 162(m); and

(b) Adjustment for deemed earnings and losses shall continue to be applied under Section 4.2(c) during the period of deferral under this Section 7.4.

ARTICLE VIII

ADMINISTRATION

8.1 Administrator.

The Company shall be the Administrator with the sole responsibility for the administration of the Plan. The Administrator may delegate to any person or entity any powers or duties of the Administrator under the Plan. To the extent of any such delegation, the delegatee shall become responsible for administration of the Plan, and references to the Administrator shall apply instead to the delegatee.

8.2 Powers and Duties of the Administrator.

(a) The Administrator, on behalf of the Participants and their Beneficiaries, shall enforce the Plan in accordance with its terms and shall have all powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

(1) To select the funds to be the Funds in accordance with Section 3.3 hereof;

(2) To construe and interpret the Plan, decide all questions of eligibility, determine the status and rights of Eligible Employees, and determine the amount, manner and time of payment of any benefits hereunder;

(3) To amend, modify, suspend or terminate the Plan in accordance with Section 9.4;

(4) To receive from Eligible Employees such information as shall be necessary for the proper administration of the Plan;

(5) To compute and certify the amount and kind of benefits payable to Participants and their Beneficiaries and to direct the Trustee as to the distribution of Plan assets;

(6) To maintain all records that may be necessary for the administration of the Plan;

(7) To provide for the disclosure of all information and the filing or provision of all reports and statements to Participants, Beneficiaries or governmental agencies as shall be required by law;

(8) To make and publish such rules for the regulation of the Plan and procedures for the administration of the Plan as are not inconsistent with the terms hereof;

(9) To appoint or employ individuals or agents to assist in the administration of the Plan; and

(10) To defend and initiate any lawsuit on behalf of the Plan or the Participants if the Administrator deems it reasonably necessary to protect the Plan or the Participants.

(b) The Administrator shall have full discretion to construe and interpret the terms and provisions of this Plan, which interpretation or construction shall be final and binding on all parties, including but not limited to the Company and any Participant or Beneficiary.

8.3 Expenses and Indemnity.

(a) The Administrator is authorized at the expense of the Company to employ such legal counsel as it may deem advisable to assist in the performance of its duties hereunder. Expenses and fees in connection with the administration of the Plan shall be paid by the Company.

(b) To the extent permitted by applicable law, the Company shall indemnify and save harmless the Board and any delegate of the Company who is an employee of the Company against any and all expenses, liabilities and claims, including legal fees to defend against such liabilities and claims arising out of their discharge in good faith of responsibilities under or incident to the Plan, other than expenses and liabilities arising out of willful misconduct or gross negligence. This indemnity shall not preclude such further indemnities as may be available under insurance purchased by the Company or provided by the Company under any bylaw, agreement or otherwise, as such indemnities are permitted under state law.

8.4 Account Statements.

Under procedures established by the Administrator, a Participant shall receive a statement (which may be in electronic form) with respect to such Participant’s Account on a quarterly or other periodic basis, no less frequently than annually.

ARTICLE IX

MISCELLANEOUS

9.1 Unsecured General Creditor.

Participants and their Beneficiaries, heirs, successors, and assigns shall have no legal or equitable rights, claims, or interests in any specific property or assets of the Company. No assets of the Company shall be held in any way as collateral security for the fulfilling of the obligations of the Company under this Plan. Any and all of the Company's assets shall be, and remain, the general unpledged, unrestricted assets of the Company. The Company's obligation under the Plan shall be merely that of an unfunded and unsecured promise of the Company to pay money in the future, and the rights of the Participants and Beneficiaries shall be no greater than those of unsecured general creditors.

9.2 Restriction Against Assignment.

All amounts payable hereunder shall be paid only to the person or persons designated by the Plan and not to any other person or corporation. No part of a Participant's Account shall be liable for the debts, contracts, or engagements of any Participant, his or her Beneficiary, or successors in interest, nor shall a Participant's Account be subject to execution by levy, attachment, or garnishment or by any other legal or equitable proceeding, nor shall any such person have any right to alienate, anticipate, commute, pledge, encumber, or assign any benefits or payments hereunder in any manner whatsoever. If any Participant, Beneficiary or successor in interest is adjudicated bankrupt or purports to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any distribution or payment from the Plan, voluntarily or involuntarily, the Company, in its sole and absolute discretion, may cancel such distribution or payment (or any part thereof) to or for the benefit of such Participant, Beneficiary or successor in interest in such manner as the Company shall direct.

9.3 Withholding.

There shall be deducted from each payment made under the Plan, all taxes which, in the determination of the Administrator, are required to be withheld in respect to such payment. The Administrator shall have the right to reduce any payment by the amount of cash sufficient to provide the amount of said taxes.

9.4 Amendment, Modification, Suspension or Termination.

This Plan may be amended, modified, suspended or terminated in whole or in part, by No amendment, modification, suspension or termination shall have any retroactive effect to reduce any amounts allocated to a Participant's Account, provided that a termination or suspension of the Plan or any Plan amendment or modification that will significantly increase costs to the Company shall be approved by the Board. In the event that this Plan is terminated, the timing of the disposition of the amounts credited to a Participant's Account shall occur in accordance with Section 7.1, subject to earlier distribution in accordance with applicable law.

9.5 Governing Law.

To the extent not preempted by federal law, this Plan shall be construed, governed and administered in accordance with the laws of the State of Connecticut.

9.6 Receipt or Release.

Any payment to a Participant or the Participant's Beneficiary in accordance with the provisions of the Plan shall, to the extent thereof, be in full satisfaction of all claims against the Plan, the Administrator and the Company. The Administrator may require such Participant or Beneficiary, as a condition precedent to such payment, to execute a receipt and release to such effect, to be submitted prior to or within 60 days after the Participant's Payment Commencement Date.

9.7 Payments on Behalf of Persons Under Incapacity.

(a) In the event the Administrator determines that any Participant or Beneficiary receiving or entitled to receive benefits under the Plan is incompetent or unable to care for his affairs, and in the absence of the appointment of a legal guardian of the property of the incompetent, payments due under the Plan, unless prior claim thereto has been made by a duly qualified guardian, committee, or other legal representative, may be made to the spouse, parent, sibling, adult child, or other person, including a hospital or other institution, deemed by the Administrator to have incurred or to be liable for expenses on behalf of such incompetent.

(b) In the absence of the appointment of a legal guardian of the property of a minor, any payment due under the Plan may be paid to such adult or adults as in the opinion of the Administrator have assumed the custody and principal support of such minor.

(c) Notwithstanding the provisions of subsection (a) or (b), the Administrator, in its sole discretion, may require that a legal guardian for the property of an incompetent or a minor be appointed, before authorizing any payment hereunder to or for the benefit of such minor or incompetent.

(d) Payments made pursuant to this Section shall be a complete discharge of any obligation arising under the Plan with respect to such payments.

9.8 No Employment Rights.

Participation in this Plan shall not confer upon any person any right to be employed by the Company or any Participating Employer or any other right not expressly provided hereunder.

9.9 Headings, etc. Not Part of Agreement.

Headings and subheadings in this Plan are inserted for convenience of reference only and are not to be considered in the construction of the provisions hereof.

9.10 Compliance with Section 409A.

This Plan is intended and shall be construed to comply with Section 409A and shall be amended by the Company, retroactive to the effective date if appropriate, in the event that the Company determines such amendment is necessary to comply with Section 409A.

9.11 Claim and Appeal Procedure.

(a) In the event that a Participant or Beneficiary wishes to dispute the benefits payable under this Plan, a written claim must be made to the Administrator. The Administrator shall review the written claim and provide a written decision within thirty (30) days of receipt of the claim. If the claim is denied, in whole or in part, the decision shall include the specific reasons for such denial, reference to the provisions of the Plan upon which the denial is based, any additional material or information necessary to perfect the claim and any additional steps that must be taken to request a review of the denied claim.

(b) If the claimant desires a review of a denied claim, the claimant must submit a written request to the Administrator within thirty (30) days of receipt of the denial. The request may include any additional materials the claimant wishes the Administrator to consider. The Administrator, in its sole discretion, shall review the request and provide a written decision within thirty (30) days of receipt of such request. If the decision is a denial, it shall state the specific reasons for the denial and reference to specific provisions of the Plan upon which the decision is based.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this document to be executed by its duly authorized officer on this _______ day of December, 2008.

GARTNER, INC.

By: ____

Title: SVP and General Counsel

IN WITNESS WHEREOF, the Company has caused this document to be executed by its duly authorized officer on this 19th day of December, 2008.

GARTNER, INC.

By:____________________________________
Lewis G. Schwartz
Title: SVP and General Counsel

Gartner, Inc.
Enhanced Benefits Program — Operating Committee

Effective December 19, 2008

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 enhanced executive benefits package.

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)
- discretionary matching contribution under the 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 (including as a result of the elimination of your position) then you will be entitled to receive the following:

- your current annual base salary through your termination date (and a lump sum payment equal to any accrued, unused PTO, up to a maximum of 25 days) 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;
- the right to exercise all options and other exercisable rights held by you that are vested as of the termination date for a period of 90 days following the termination date;
- reimbursement for COBRA premiums incurred, minus the contribution paid by active associates, to continue group health benefits under Gartner's plan (or, at Gartner's election, to obtain substantially similar health benefits through a third party carrier) for twelve months for you and any other family members (i.e., your spouse and any eligible children) for whom you have made the appropriate election.

Except as provided above, you shall not be entitled to any other compensation, severance or other benefits, other than any benefits otherwise available to you under this Policy in the case of a Change in Control.

If you are terminated without Cause (including as a result of the elimination of your position) during the 12 month period following a Change of Control, then, in addition to the payments and benefits describe above, all outstanding equity awards shall vest in full and all outstanding equity awards with an exercise feature shall be immediately exercisable, and shall remain exercisable for 12 months following the termination date.

Gartner, Inc.
Enhanced Benefits Program

For purposes of this policy in connection with a Change in Control only, “outstanding equity awards shall include all outstanding performance-based equity awards as to which the performance criteria have not been certified, as of the termination date, by the Compensation Committee at target, as well as all other outstanding equity awards.

“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 (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.

In order to receive any benefits under the Enhanced Severance Policy, you must execute and deliver a release of claims acceptable to Gartner within 60 days following termination. Payment of amounts that are exempt from Section 409A (see Appendix A) will begin upon the expiration of the release’s revocation period, but payment of any Section 409A “deferred compensation” will begin only upon the expiration of the 60-day period (subject to any further delay required under Appendix A).

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 per year.

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.

Deferred Compensation Plan- Discretionary Match

OC Members who defer salary or bonus under the Gartner, Inc. Deferred Compensation Plan may be eligible for an additional Company match in accordance with the terms of that plan. The match is discretionary and determined by the Company each year prior to the enrollment period; refer to the Deferred Compensation Plan enrollment materials for current details.

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. Appointments can be scheduled on line by registering as a private patient at https://manage.eheintl.com/emr/psched/login.isp. Please pay for services in full and submit the detailed invoice to the Senior Director of Benefits & HRIS, for reimbursement through payroll. 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.

In Conclusion

These benefits are being offered to you to supplement the current benefits package offered to all associates. You are not required to utilize these additional benefits, but may choose the ones that best meet your individual requirements.

The receipt of these benefits is contingent upon your signature below. By signing below, you acknowledge and agree that this enhanced executive benefits package, together with those non-severance benefits offered generally to all Gartner associates, shall be the only benefits to which you are entitled, and that any and all other benefits or arrangements, whether oral or in writing, previously existing between you and Gartner have been superseded and extinguished by this Program.

Benefits provided under this Program are subject to Appendix A, Compliance with Code Section 409A.

Approved by the Compensation Committee of the Board of Directors of Gartner, Inc. December 19, 2008

By: Lewis Schwartz

Title: Lewis G. Schwartz,
SVP, General Counsel and Corporate Secretary

Acknowledged

By: ______________________

Name:
Title:

Gartner, Inc.
Enhanced Benefits Program

APPENDIX A
Compliance with Code Section 409A

Section 409A of the Internal Revenue Code and the accompanying regulations ("Section 409A") govern the payment of nonqualified deferred compensation. Payments and benefits under this Program are intended to be exempt from Section 409A to the maximum possible extent and, if not exempt, are intended to comply with the requirements of Section 409A.

The payments and benefits provided under the Enhanced Severance Policy described are intended to be exempt from Section 409A under the short-term deferral and separation pay exceptions to the maximum permissible extent; accordingly, each installment payment (i.e., the amount due on each payroll date) will be treated as a separate payment.

For any amounts provided under this Program that are "deferred compensation" within the meaning of Section 409A (i.e., not exempt from Section 409A):

(a) if payable as a result of termination of employment and you are a "Specified Employee" (as determined by Gartner under Section 409A, which generally will includes all U.S. OC Members) at that time, amounts that otherwise would be paid during the first six months following termination will be delayed and accumulated for a period of six months and paid in a lump sum on the first day of the seventh month;

(b) "termination of employment" means the date you experience a "separation from service" within the meaning of Section 409A; and

(c) Gartner will not accelerate any such payment except to the extent permitted under Section 409A.

Any reimbursements or in-kind benefits provided under this Program will be administered in accordance with Section 409A, such that: (a) the amount of expenses eligible for reimbursement or in-kind benefits provided during one year will not affect the expenses eligible for reimbursement or the in-kind benefits provided in any other year; (b) reimbursement of eligible expenses will be made on or before December 31 of the year following the year in which the expense was incurred; and (c) the right to reimbursement or in-kind benefits is not subject to liquidation or to exchange for another benefit. Any "gross-up" payment under this Program will be made no later than December 31 of the year following the year in which the you pay the related taxes.

Nothing in the Program or this Appendix A should be interpreted as an entitlement to or guarantee of any particular tax treatment.

Exhibit 21.1

Subsidiaries of the Registrant

Subsidiaries	State/Country
• Computer Financial Consultants, Inc.	Delaware, USA
• Computer Financial Consultants, Limited	United Kingdom
• Computer Financial Consultants (Management) Limited	United Kingdom
• Dataquest Australia Pty. Ltd.	Australia
• Dataquest, Inc.	California, USA
• Decision Drivers, Inc.	Delaware, USA
• G.G. Properties, Ltd.	Bermuda
• Gartner Advisory (Singapore) PTE LTD.	Singapore
• Gartner Australasia Pty Limited	Australia
• Gartner Austria GmbH	Austria
• Gartner Belgium BVBA	Belgium
• Gartner Canada Co.	Nova Scotia, Canada
• Gartner Consulting Beijing Co., LTD.	China
• Gartner Denmark ApS	Denmark
• Gartner Deutschland, GmbH	Germany
• Gartner do Brasil S/C Ltda.	Brazil
• Gartner Enterprises, Ltd.	Delaware, USA
• Gartner Espana, S.L.	Spain
• Gartner Europe Holdings, B.V.	The Netherlands
• Gartner France S.A.R.L.	France
• Gartner Gulf FZ, LLC	United Arab Emirates
• Gartner Group Taiwan Ltd.	Taiwan
• Gartner (Thailand) Ltd.	Thailand
• Gartner Holdings Ireland	Ireland
• Gartner Holdings, LLC	Delaware, USA
• Gartner Hong Kong, Limited	Hong Kong
• Gartner India Research & Advisory Services Private Limited	India
• Gartner Investments I, LLC	Delaware, USA
• Gartner Investments II, LLC	Delaware, USA
• Gartner Ireland Limited	Ireland
• Gartner Italia, S.r.l.	Italy
• Gartner Japan Ltd.	Japan
• Gartner Mexico S. D. DE R. .L. de C.V.	Mexico
• Gartner Nederland B.V.	The Netherlands
• Gartner Norge A.S.	Norway
• Gartner Research & Advisory Malaysia	Malaysia
• Gartner Research & Advisory Korea Co., Ltd.	Korea
• Gartner Sverige AB	Sweden
• Gartner Switzerland GmbH	Switzerland
• Gartner UK Limited	United Kingdom
• The Research Board, Inc.	Delaware, USA
• Wentworth Research Limited	United Kingdom
• 1422722 Ontario, Inc.	Canada
• Meta Group, LLC	Delaware, USA
• META Group AG	Germany
• META Group CESE GmbH	Germany
• META Group Deutschland GmbH	Germany
• META Group IT Corp.	Philippines
• META Group UK Holdings Ltd.	United Kingdom
• META Group UK Ltd.	United Kingdom
• META Saudi Arabia	Saudi Arabia

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Gartner, Inc.:

We consent to the incorporation by reference in the registration statement (No. 333-137401) on Form S-3 and the registration statements (No. 33-85926, No. 33-092486, No. 333-77013, No. 333-77015, No. 333-30546, No. 333-91256, No. 333-97557, No. 333-104753, No. 333-120767, and No. 333-127349) on Form S-8 of Gartner, Inc. of our reports dated February 20, 2009, with respect to the consolidated balance sheets of Gartner, Inc. as of December 31, 2008 and 2007 and the related consolidated statements of operations, stockholders' (deficit) equity and comprehensive income, and cash flows for each of the years in the three-year period ended December 31, 2008, and the effectiveness of internal control over financial reporting as of December 31, 2008, which reports appear in the December 31, 2008 annual report on Form 10-K of Gartner, Inc.

/s/ KPMG LLP

New York, New York
February 20, 2009

Exhibit 31.1

CERTIFICATION

I, Eugene A. Hall, certify that:

(1) I have reviewed this Annual Report on Form 10-K 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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) 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) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) 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

d) 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 (the registrant's fourth fiscal quarter in the case of this annual report) 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 our 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 (or persons performing the equivalent functions):

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/ Eugene A. Hall
Eugene A. Hall
Chief Executive Officer
February 20, 2009

Exhibit 31.2

CERTIFICATION

I, Christopher J. Lafond, certify that:

(1) I have reviewed this Annual Report on Form 10-K 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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) 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) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) 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

d) 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 (the registrant's fourth fiscal quarter in the case of this annual report) 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 our 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 (or persons performing the equivalent functions):

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/ Christopher J. Lafond
Christopher J. Lafond
Chief Financial Officer
February 20, 2009

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 Annual Report of Gartner, Inc. (the “Company”) on Form 10-K for the year ended December 31, 2008, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), Eugene A. Hall Chief Executive Officer of the Company, and Christopher J. Lafond, Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. § 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/ Eugene A. Hall

Name: Eugene A. Hall
Title: Chief Executive Officer
Date: February 20, 2009

/s/ Christopher J. Lafond

Name: Christopher J. Lafond
Title: Chief Financial Officer
Date: February 20, 2009

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.