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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported)

MARCH 3, 2005

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

DELAWARE ----- (State or Other Jurisdiction of Incorporation)	1-14443 ----- Commission File Number)	04-3099750 ----- (IRS Employer Identification No.)
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P.O. BOX 10212
56 TOP GALLANT ROAD
STAMFORD, CT 06902-7747
(Address of Principal Executive Offices, including Zip Code)

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

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

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

On March 3, 2005, Gartner, Inc. ("Gartner") entered into a First Amendment to the Credit Agreement, dated as of August 12, 2004, among Gartner, the several lenders from time to time parties, and JPMorgan Chase Bank, N.A. as administrative agent (the "Amendment"). The Amendment modified the definition of Consolidated EBITA to allow Gartner to add back the amounts of certain cash charges to the calculation of Consolidated EBITA.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(C) EXHIBITS

EXHIBIT NO. -----	DESCRIPTION -----
4.1	First Amendment, dated as of March 3, 2005, to the Credit Agreement, dated as of August 12, 2004, among Gartner, the several lenders from time to time parties, and JPMorgan Chase Bank, N.A. as administrative agent.

SIGNATURES

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

GARTNER, INC.

By: /s/ Christopher Lafond

Christopher Lafond
Executive Vice President,
Chief Financial Officer

Date: March 7, 2005

EXHIBIT INDEX

EXHIBIT NO. -----	DESCRIPTION -----
4.1	First Amendment, dated as of March 3, 2005, to the Credit Agreement, dated as of August 12, 2004, among Gartner, the several lenders from time to time parties, and JPMorgan Chase Bank, N.A. as administrative agent.

EXHIBIT 4.1

FIRST AMENDMENT

FIRST AMENDMENT, dated as of March 3, 2005 (this "Amendment"), to the Credit Agreement, dated as of August 12, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Gartner, Inc. (the "Borrower"), the several banks and other financial institution or entities from time to time parties thereto (the "Lenders") and JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank) as administrative agent (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Borrower, the Administrative Agent and the Lenders are parties to the Credit Agreement;

WHEREAS, the Borrower has entered into that certain Agreement and Plan of Merger, dated as of December 26, 2004 (the "Transaction Agreement") pursuant to which the Borrower will acquire the outstanding capital stock of the META Group, Inc. (the "META Group Transaction");

WHEREAS, the Borrower intends to finance the META Group Transaction and the related fees and expenses from approximately \$100,000,000 cash on hand and \$67,000,000 from the Revolving Facility pursuant to the Credit Agreement;

WHEREAS, the Borrower has requested that the Lenders amend the Credit Agreement in the manner provided for herein; and

WHEREAS, the Lenders are willing to agree to the requested amendments;

NOW THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

2. Amendment of Section 1.1 (Definitions).

(a) Section 1.1 is hereby amended by deleting the definition of "Applicable Margin" and inserting the following:

"Applicable Margin": for each Type of Loan or the Commitment Fee Rate, the rate per annum set forth under the relevant column heading below:

Level	Consolidated Leverage Ratio	Applicable Margin for Eurodollar Loans	Applicable Margin for ABR Loans	Commitment Fee Rate
I	= 2.50 to 1.00	1.75%	0.75%	0.50%
II	= 2.25 to 1.00	1.50%	0.50%	0.375%
III	= 1.75 to 1.00	1.25%	0.25%	0.375%

IV	= 1.25 to 1.00	1.125%	0.125%	0.30%
V	Less than 1.25 to 1.00	1.00%	0.00%	0.25%

Changes in the Applicable Margin resulting from changes in the Consolidated Leverage Ratio shall become effective on the date (the "Adjustment Date") that is three Business Days after the date on which financial statements are delivered to the Lenders pursuant to Section 6.1 and shall remain in effect until the next change to be effected pursuant to this paragraph; provided that until the first anniversary of the First Amendment Effective Date, the Applicable Margin shall be no lower than Level II (it being understood that Level I is the highest Level and Level V is the lowest Level). Each determination of the Consolidated Leverage Ratio pursuant hereto shall be made in a manner consistent with the determination thereof pursuant to Section 7.1.

(b) The definition of "Consolidated EBITDA" is hereby amended by adding the following clauses at the end of subsection (i) in clause (e) of such definition:

"(aa) \$4,300,000 for the fiscal quarter ending September 30, 2004,
(bb) \$9,700,000 for the fiscal quarter ending December 31, 2004,
(cc) \$8,000,000 for the fiscal quarter ending March 31, 2005, and
(dd) \$6,400,000 for the fiscal quarter ending June 30, 2005 and/or
the fiscal quarter ending September 30, 2005,"

(c) The following definitions shall be added in the appropriate alphabetical order:

"First Amendment": the Amendment to the Credit Agreement dated as of March 3, 2005.

"First Amendment Effective Date": as defined in the First Amendment.

"META Group Transaction": as defined in the First Amendment.

"Transaction Agreement": as defined in the First Amendment.

3. Amendment to Section 7.8 (Investments). Section 7.8(i) of the Credit Agreement is hereby amended by adding the following proviso at the end of such Section:

"; and provided further that, with respect to the META Group Transaction, the sources and uses of funds for such transaction are consistent with the Sources and Uses Table set forth in Appendix A attached hereto"

4. Amendment to Section 7 (Negative Covenants). Section 7 of the Credit Agreement is hereby amended by adding the following Section 7.17 at the end of such Section:

"7.17 Amendments to Transaction Agreement. Amend, supplement, waive or otherwise modify the terms and conditions of the Transaction Agreement and all related documentation in any manner materially adverse to the Lenders unless the Required Lenders shall have consented to such amendment, supplement, waiver or modification."

5. Representations and Warranties. On and as of the First Amendment Effective Date, the Borrower hereby confirms, reaffirms and restates the representations set forth in Section 4 of the Credit Agreement, except to the extent that such representations and warranties expressly relate to a

specific earlier date in which case the Borrower hereby confirms, reaffirms and restates such representations and warranties as of such earlier date.

6. Conditions to Effectiveness. This Amendment shall become effective upon the satisfaction of the following conditions (the effective date of this Amendment, the "First Amendment Effective Date"):

(a) The Administrative Agent shall have received counterparts of this Amendment executed by the Borrower, the Administrative Agent and the Required Lenders as of the date hereof.

(b) The Administrative Agent shall have received counterparts of the Acknowledgement and Consent attached hereto, executed and delivered by an authorized officer of each Loan Party party thereto.

(c) The Administrative Agent, the Lenders, J.P. Morgan Securities Inc. and counsel to the Administrative Agent and J.P. Morgan Securities Inc. shall have received all fees required to be paid, and all expenses for which invoices have been presented, on or before the First Amendment Effective Date.

(d) Each of the representations and warranties made by the Borrower in or pursuant to this Amendment shall be true and correct in all material respects on and as of the First Amendment Effective Date, as if made on and as of such date unless such representation relates solely to an earlier date, in which case such representation shall be true and correct as of such date.

(e) No Default or Event of Default shall have occurred and be continuing on the First Amendment Effective Date or after giving effect to any Revolving Extensions of Credit requested to be made on such date.

7. Continuing Effect; No Other Amendments. Except as expressly amended hereby, all of the terms and provisions of the Credit Agreement are and shall remain in full force and effect. The amendments provided for herein are limited to the specific sections of the Credit Agreement specified herein and shall not constitute and amendment of, or an indication of the Lenders' willingness to amend, any other provisions of the Credit Agreement or the same sections for any other date or purpose.

8. Fees and Expenses. (a) The Borrower agrees to pay to the Administrative Agent, on behalf of itself and each of the Lenders party hereto, an amendment fee in an amount equal to 0.100% of each such Lender's aggregate Revolving Commitment and Term Loans outstanding.

(b) The Borrower agrees to pay and reimburse each Lender for all its reasonable costs and out-of-pocket expenses incurred in connection with the preparation and delivery of this Amendment, including, without limitation, the reasonable fees and disbursements of counsel to such Lender.

9. Counterparts. This Amendment may be executed in any number of counterparts by the parties hereto, each of which counterparts when so executed shall be an original, but all of the counterparts shall together constitute one and the same instrument.

10. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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

GARTNER, INC.

By: /s/ Lewis G. Schwartz

Name: Lewis G. Schwartz
Title: Secretary

JPMORGAN CHASE BANK, N.A.
(formerly known as JPMorgan Chase Bank),
as Administrative Agent and as a Lender

By: /s/ T. David Short

Name: T. David Short
Title: Vice President

FLEET NATIONAL BANK, N.A., as Co-Syndication
Agent and as a Lender

By: /s/ William S. Rowe

Name: William S. Rowe

Title: Principal

[SIGNATURE PAGE TO FIRST AMENDMENT TO GARTNER, INC. CREDIT AGREEMENT]

CITIZENS BANK OF MASSACHUSETTS, as
Co-Syndication Agent and as a Lender

By: /s/ William M. Clossey

Name: William M. Clossey

Title: Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO GARTNER, INC. CREDIT AGREEMENT]

COMERICA BANK, as Co-Syndication Agent and
as a Lender

By: /s/ Stacey V. Judd

Name: Stacey V. Judd

Title: Assistant Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO GARTNER, INC. CREDIT AGREEMENT]

HSBC BANK USA, N.A., as Co-Syndication Agent
and as a Lender

By: /s/ Patrick J. Boulin

Name: Patrick J. Boulin
Title: Senior Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO GARTNER, INC. CREDIT AGREEMENT]

LASALLE BANK NATIONAL ASSOCIATION, as Agent
and as a Lender

By: /s/ Tricia Somoles

Name: Tricia Somoles
Title: Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO GARTNER, INC. CREDIT AGREEMENT]

SUNTRUST BANK, as a Lender

By: /s/ Robert W. Maddox

Name: Robert W. Maddox

Title: Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO GARTNER, INC. CREDIT AGREEMENT]

THE BANK OF NOVA SCOTIA, as a Lender

By: /s/ Todd S Meller

Name: Todd S. Meller

Title: Managing Director

[SIGNATURE PAGE TO FIRST AMENDMENT TO GARTNER, INC. CREDIT AGREEMENT]

SCOTIABANC INC., as a Lender

By: /s/ William E. Zarrett

Name: William E. Zarrett

Title: Managing Director

[SIGNATURE PAGE TO FIRST AMENDMENT TO GARTNER, INC. CREDIT AGREEMENT]

CITIBANK F.S.B., as a Lender

By: /s/ Zachary Mayo

Name: Zachary Mayo

Title: Senior Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO GARTNER, INC. CREDIT AGREEMENT]

KEYBANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Jeff Kalinowski

Name: Jeff Kalinowski

Title: Senior Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO GARTNER, INC. CREDIT AGREEMENT]

SUMITOMO MITSUI BANKING CORPORATION,
as a Lender

By: /s/ Leo E. Pagarigan

Name: Leo E. Pagarigan
Title: Senior Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO GARTNER, INC. CREDIT AGREEMENT]

UFJ BANK LIMITED, as a Lender

By: /s/ Stephen C. Small

Name: Stephen C. Small
Title: Senior Vice President & Area
Manager

[SIGNATURE PAGE TO FIRST AMENDMENT TO GARTNER, INC. CREDIT AGREEMENT]

WACHOVIA BANK, N.A., as a Lender

By: /s/ Diane Bredehoft

Name: Diane Bredehoft

Title: Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO GARTNER, INC. CREDIT AGREEMENT]

CREDIT SUISSE FIRST BOSTON acting through
its Cayman Islands Branch, as a Lender

By: /s/ Alain Dauost

Name: Alain Daoust
Title: Director

By: /s/ Peter Chauvin

Name: Peter Chauvin
Title: Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO GARTNER, INC. CREDIT AGREEMENT]

DEUTSCHE BANK AG, New York Branch, as
a Lender

By: /s/ Susan L. LeFevre

Name: Susan L. LeFevre
Title: Director

By: /s/ Paul O'Leary

Name: Paul O'Leary
Title: Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO GARTNER, INC. CREDIT AGREEMENT]

GUARANTY BANK, as a Lender

By: /s/ Michael Ansolabehere

Name: Michael Ansolabehere

Title: Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO GARTNER, INC. CREDIT AGREEMENT]

MIZUHO CORPORATE BANK LIMITED, as a Lender

By: /s/ Bertram H. Tang

Name: Bertram H. Tang
Title: Senior Vice President & Team
Leader

[SIGNATURE PAGE TO FIRST AMENDMENT TO GARTNER, INC. CREDIT AGREEMENT]

PEOPLE'S BANK, as a Lender

By: /s/ Francis J. McGinn

Name: Francis J. McGinn

Title: Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO GARTNER, INC. CREDIT AGREEMENT]

WEBSTER BANK, NATIONAL ASSOCIATION, as a
Lender

By: /s/ Hans Jung

Name: Hans Jung
Title: Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO GARTNER, INC. CREDIT AGREEMENT]

APPROXIMATE SOURCES AND USES TABLE(1)

Sources:		
	Cash on Hand	\$100,000,000
	Revolving Loans	\$ 67,000,000

	Total Sources	\$167,000,000

Uses:		
	Purchase price	\$162,000,000
	Payment of Fees and Expenses	\$ 5,000,000

	Total Uses	\$167,000,000

(1) Subject to the terms of the Transaction Agreement and any change to sources or uses will be funded by cash on hand.

ACKNOWLEDGMENT AND CONSENT

Each of the undersigned corporations as a guarantor under that certain Subsidiary Guarantee, dated as of August 12, 2004 (the "Guarantee"), made by each of such corporations in favor of the Lenders confirms and agrees that, after giving effect to the Amendment to which this Acknowledgment and Consent is attached, the Guarantee is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects and the Guarantee does, and shall continue to, secure the payment of all of the Obligations (as defined in the Guarantee) pursuant to the terms of the Guarantee. Capitalized terms not otherwise defined herein shall have the meanings assigned to them referred to in the Amendment to which this Acknowledgment and Consent is attached.

DATAQUEST, INC.

By: _____
Name: Lewis Schwartz
Title: Secretary

THE WARNER GROUP

By: _____
Name: Lewis Schwartz
Title: Secretary

COMPUTER FINANCIAL CONSULTANTS, INC.

By: _____
Name: Lewis Schwartz
Title: Secretary

DECISION DRIVERS, INC.

By: _____
Name: Lewis Schwartz
Title: Secretary

G.G. CANADA, INC.

By: _____
Name: Lewis Schwartz
Title: Secretary

G.G. CREDIT, INC.

By: _____
Name: Lewis Schwartz
Title: Secretary

G.G. GLOBAL HOLDINGS, INC.

By: _____
Name: Lewis Schwartz
Title: Secretary

G.G. WEST CORPORATION

By: _____
Name: Lewis Schwartz
Title: Secretary

GARTNER (CAMBRIDGE) HOLDINGS, INC.

By: _____
Name: Lewis Schwartz
Title: Secretary

GARTNER ENTERPRISES LTD.

By: _____
Name: Lewis Schwartz
Title: Secretary

GARTNER FUND I, INC.

By: _____
Name: Lewis Schwartz
Title: Secretary

GARTNER FUND II, INC.

By: _____
Name: Lewis Schwartz
Title: Secretary

GARTNER INVESTMENTS I, LLC

By: _____
Name: Lewis Schwartz
Title: Secretary

GARTNER INVESTMENTS II, LLC

By: _____
Name: Lewis Schwartz
Title: Secretary

GARTNER (KOREA), INC.

By: _____
Name: Lewis Schwartz
Title: Secretary

GRIGGS-ANDERSON, INC.

By: _____
Name: Lewis Schwartz
Title: Secretary

PEOPLE3, INC.

By: _____
Name: Lewis Schwartz
Title: Secretary

THE RESEARCH BOARD, INC.

By: _____
Name: Lewis Schwartz
Title: Secretary

VISION EVENTS INTERNATIONAL, INC.

By: _____
Name: Lewis Schwartz
Title: Secretary

COMPUTER & COMMUNICATIONS
INFORMATION GROUP, INC.

By: _____
Name: Lewis Schwartz
Title: Secretary