

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

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FORM 8-K

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

Date of report (Date of earliest event reported): June 15, 2006

The Interpublic Group of Companies, Inc.

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(Exact Name of Registrant as Specified in Charter)

Delaware	1-6686	13-1024020
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)
1114 Avenue of the Americas, New York, New York		10036
(Address of Principal Executive Offices)		(Zip Code)

Registrant's telephone number, including area code: 212-704-1200

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(Former Name or Former Address, if Changed Since Last Report)

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:

- 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**

Attached as exhibits are forms of performance shares, performance units, restricted stock, restricted stock units, and stock option agreements used under the Interpublic Group of Companies, Inc. 2006 Performance Incentive Plan.

**Item 9.01**

(c) Exhibits.

10.1 -- The Interpublic Group Of Companies, Inc. 2006 Performance Incentive Plan - Form of Instrument of Performance Shares

10.2 -- The Interpublic Group Of Companies, Inc. 2006 Performance Incentive Plan -- Form of Instrument of Performance Units

10.3 -- The Interpublic Group Of Companies, Inc. 2006 Performance Incentive Plan -- Form of Instrument of Restricted Stock

10.4 -- The Interpublic Group Of Companies, Inc. 2006 Performance Incentive Plan - Form of Instrument of Restricted Stock Units

10.5 -- The Interpublic Group Of Companies, Inc. 2006 Performance Incentive Plan - Form of Instrument of Nonstatutory Stock Options

**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.

THE INTERPUBLIC GROUP OF COMPANIES, INC.

Date: June 21, 2006

By: Nicholas J. Camera  
Nicholas J. Camera  
Senior Vice President, General Counsel  
and Secretary

**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2006 PERFORMANCE INCENTIVE PLAN**

**PERFORMANCE SHARE AWARD AGREEMENT**

**THE INTERPUBLIC GROUP OF COMPANIES, INC.**, a Delaware corporation (the "Company"), hereby grants to the Participant named below a Performance Share Award (the "Award") to be settled in shares of the Company's common stock (the "Shares"). The terms and conditions of this Award are set forth in this Award Agreement (the "Agreement"), and in The Interpublic Group of Companies, Inc. 2006 Performance Incentive Plan (the "Plan").

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<b>Date of Award</b>	[Date]	<b>Participant's Name</b>	[First Name][Last Name]
<b>Target Number of Shares to be Awarded Upon Vesting</b>	[Amount]		
<b>End of Performance Period</b>	[Date]		
<b>Vesting Date</b>	[Lapse provisions to be inserted, which may include the lapse of restrictions upon satisfaction of performance criteria determined by the Committee. Except as set forth in the Plan, the restrictions shall not lapse during the first year following the Date of Grant.]		
<b>Actual Shares Awarded</b>	[Description]		

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The terms of the Plan are incorporated herein by reference. All capitalized terms that are not defined in this Agreement have the meanings set forth in the Plan. In case of any conflict between this Agreement and the Plan, the terms of the Plan shall control.

**THE INTERPUBLIC GROUP OF COMPANIES, INC.**

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

I have read this Agreement and the Plan, and I understand and agree to their terms and conditions.

\_\_\_\_\_  
Participant's Signature

Please return a signed copy of this Agreement to \_\_\_\_\_ no later than [Date].

*Continued on next page*

**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2006 PERFORMANCE INCENTIVE PLAN**  
**PERFORMANCE SHARE AWARD AGREEMENT**

The following terms and conditions supplement the terms of the Plan:

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<b>Achievement of Performance Criteria</b>	Subject to the terms of the Plan, the Committee shall have sole and exclusive discretion to determine whether and the extent to which the applicable Performance Criteria have been achieved, and the corresponding number of Actual Shares Awarded.
<b>Vesting</b>	All Shares payable pursuant to this Award shall be transferred to the Participant no later than March 15th of the first calendar year after the calendar year in which the Vesting Date set forth in the cover page occurs.
<b>Withholding</b>	As set forth in the Plan, the Company may be required to withhold income and employment taxes when Shares are transferred to the Participant. In any event, the Participant remains responsible at all times for paying any income and employment taxes with respect to this Award. The Company is not responsible for any liability or penalty relating to taxes (including excise taxes) on compensation (including imputed compensation) or other income attributed to the Participant (or a Beneficiary) pursuant to this Agreement, whether as a result of the Participant failing to make timely payments of tax or otherwise.
<b>Interpretation and Construction</b>	This Agreement and the Plan shall be construed and interpreted by the Committee, in its sole discretion. Any interpretation or other determination by the Committee (including, but not limited to, correction of any defect or omission and reconciliation of any inconsistency in the Agreement or the Plan) shall be binding and conclusive.
<b>Entire Understanding</b>	This Agreement and the terms of the Plan constitute the entire understanding between the Participant and the Company and its Affiliates regarding this Award. Any prior agreements, commitments, or negotiations concerning this Award are superseded.

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**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2006 PERFORMANCE INCENTIVE PLAN**

**PERFORMANCE UNIT AWARD AGREEMENT**

**THE INTERPUBLIC GROUP OF COMPANIES, INC.**, a Delaware corporation (the "Company"), hereby grants to the Participant named below a Performance Unit Award (the "Award") to be settled in cash, based on the value of the corresponding number of shares of the Company's common stock (the "Shares"). The terms and conditions of this Award are set forth in this Award Agreement (the "Agreement"), and in The Interpublic Group of Companies, Inc. 2006 Performance Incentive Plan (the "Plan").

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<b>Date of Award</b>	[Date]	<b>Participant's Name</b>	[First Name][Last Name]
<b>Target Number of Performance Units</b>	[Amount]		
<b>End of Performance Period</b>	[Date]		
<b>Vesting Date</b>	[Lapse provisions to be inserted, which may include the lapse of restrictions upon satisfaction of performance criteria determined by the Committee. Except as set forth in the Plan, the restrictions shall not lapse during the first year following the Date of Grant.]		
<b>Actual Performance Units Awarded</b>	[Description]		

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The terms of the Plan are incorporated herein by reference. All capitalized terms that are not defined in this Agreement have the meanings set forth in the Plan. In case of any conflict between this Agreement and the Plan, the terms of the Plan shall control.

**THE INTERPUBLIC GROUP OF COMPANIES, INC.**



Jeffrey K. Mook  
Senior Vice President, Compensation and Benefits

I have read this Agreement and the Plan, and I understand and agree to their terms and conditions.

\_\_\_\_\_  
Participant's Signature

**Please return a signed copy of this Agreement to IPG's Human Resources Department no later than [date].**

**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2006 PERFORMANCE INCENTIVE PLAN**  
**PERFORMANCE UNIT AWARD AGREEMENT**

The following terms and conditions supplement the terms of the Plan:

<b>Achievement of Performance Criteria</b>	Subject to the terms of the Plan, the Committee shall have sole and exclusive discretion to determine whether and the extent to which the applicable Performance Criteria have been achieved, and the corresponding number of Actual Performance Units Awarded.
<b>Payment of Performance Units</b>	Payment of Performance Units shall be made in cash pursuant to this Award no later than March 15th of the first calendar year after the calendar year in which the Vesting Date set forth in the cover page occurs. The amount of the payment shall equal the fair market value on the payment date of one Share multiplied by the Actual Performance Units Awarded to the Participant. For purposes of the preceding sentence, the fair market value of one Share shall be the closing price of a Share on the last trading day immediately preceding the payment date.
<b>Withholding</b>	As set forth in the Plan, the Company may be required to withhold income and employment taxes with respect to this Award. In any event, the Participant remains responsible at all times for paying any income and employment taxes with respect to this Award. The Company is not responsible for any liability or penalty relating to taxes (including excise taxes) on compensation (including imputed compensation) or other income attributed to the Participant (or a Beneficiary) pursuant to this Agreement, whether as a result of the Participant failing to make timely payments of tax or otherwise.
<b>Adjustments</b>	If a Corporate Transaction has occurred that affects the Common Stock, an anti-dilution adjustment would automatically be completed to preserve, or to prevent enlargement of, the benefits or potential benefits available under this Award, in such manner as to adjust the number of Performance Units and/or the number and kind of shares that correspond to Performance Units.
<b>Interpretation and Construction</b>	This Agreement and the Plan shall be construed and interpreted by the Committee, in its sole discretion. Any interpretation or other determination by the Committee (including, but not limited to, correction of any defect or omission and reconciliation of any inconsistency in the Agreement or the Plan) shall be binding and conclusive.
<b>Entire Understanding</b>	This Agreement and the terms of the Plan constitute the entire understanding between the Participant and the Company and its Affiliates regarding this Award. Any prior agreements, commitments, or negotiations concerning this Award are superseded.



**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2006 PERFORMANCE INCENTIVE PLAN**  
**RESTRICTED STOCK AWARD AGREEMENT**

**THE INTERPUBLIC GROUP OF COMPANIES, INC.**, a Delaware corporation (the "Company"), hereby grants to the Participant named below shares of the Company's common stock (the "Shares"), which are restricted. The terms and conditions of this Award of Restricted Stock (the "Award") are set forth in this Award Agreement (the "Agreement"), and in The Interpublic Group of Companies, Inc. 2006 Performance Incentive Plan (the "Plan").

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<b>Date of Award</b>	[Date]	<b>Participant's Name</b>	[First Name][Last Name]
<b>Number of Shares</b>	[Amount]		
<b>Restrictions</b>	[Restrictions]		
<b>Lapse of Restrictions</b>	[Lapse provisions to be inserted, which may include the lapse of restrictions upon satisfaction of performance criteria determined by the Committee forth in the Plan, the restrictions shall not lapse during the first year following the Date of Grant.]		

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The terms of the Plan are incorporated herein by reference. All capitalized terms that are not defined in this Agreement have the meanings set forth in the Plan. In case of any conflict between this Agreement and the Plan, the terms of the Plan shall control.

**THE INTERPUBLIC GROUP OF COMPANIES, INC.**



Jeffrey K. Mook  
Senior Vice President, Compensation and Benefits

I have read this Agreement and the Plan, and I understand and agree to their terms and conditions.

\_\_\_\_\_  
Participant's Signature

**Please return a signed copy of this Agreement to IPG's Human Resources Department no later than [date].**

**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2006 PERFORMANCE INCENTIVE PLAN**  
**RESTRICTED STOCK AGREEMENT**

The following terms and conditions supplement the terms of the Plan:

<b>Section 83(b) Election</b>	Ordinarily, restricted Shares are not subject to U.S. federal income or employment taxes until the restrictions are lifted. However, the Participant may elect (a "Section 83(b) election") to be taxed (for U.S. federal income and employment tax purposes) on the fair market value of the Shares when the Award is granted. To make a Section 83(b) election, you must (i) file the Section 83(b) election with the IRS and the Company within 30 days of the date of the award set forth in the cover page and (ii) attach a copy of the Section 83(b) election to your tax return.  <i>Please consult your tax adviser for more information about the consequences of making a Section 83(b) election.</i>
<b>Dividends</b>	Any dividends or distributions that are paid with respect to the Shares granted under this Award (regardless of whether such dividends are paid in cash or Shares) shall be subject to the same risk of forfeiture (and restrictions, if the dividends are paid in Shares) as applies to the Shares granted under this Award. <ul style="list-style-type: none"><li>• Unless the Committee or its designee determines otherwise in its sole discretion, if the Participant ceases to be an employee of Interpublic or an Affiliate before the restrictions lapse, all dividends with respect to the Shares granted under this Award shall be forfeited.</li><li>• If the Participant remains employed by Interpublic or an Affiliate until the restrictions lapse, (a) the restrictions on dividends or distributions of Shares shall be lifted as of the date the restrictions lapse and (b) dividends or distributions paid in cash shall be paid to the Participant (without interest) as soon as practicable, and no later than March 15th of the first calendar year after the calendar year in which the restrictions lapse.</li></ul>
<b>Withholding</b>	As set forth in the Plan, the Company may be required to withhold income and employment taxes when the restrictions on the Shares lapse or when the Participant makes a Section 83(b) election. The Participant remains responsible at all times for paying any income and employment taxes with respect to the Award. The Company is not responsible for any liability or penalty relating to taxes (including excise taxes) on compensation (including incentive compensation) or other income attributed to you pursuant to this Agreement, whether as a result of failing to make timely payments of tax or otherwise.
<b>Adjustments</b>	If a Corporate Transaction has occurred that affects the Common Stock, an anti-dilution adjustment would automatically be completed to prevent enlargement of, the benefits or potential benefits available under this Award, in such manner as to adjust the number and kind of Shares subject to this Award.
<b>Postponement of Exercise and/or Delivery</b>	Lifting of the restrictions and/or the delivery of Shares may be postponed under certain circumstances set forth in the Plan; <i>provided that</i> such postponement shall not be exercised in a manner that would result in this Award being treated as nonqualified deferred compensation that is subject to Section 409A of the Internal Revenue Code of 1986, as amended.
<b>Interpretation and Construction</b>	This Agreement and the Plan shall be construed and interpreted by the Committee, in its sole discretion. Any interpretation or other determination by the Committee (including, but not limited to, correction of any defect or omission and reconciliation of any inconsistency in this Agreement or the Plan) shall be binding and conclusive.

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**Entire Understanding**

This Agreement and the terms of the Plan constitute the entire understanding between the Participant and the Company and its Affiliates regarding this Award. Any prior agreements, commitments, or negotiations concerning this Award are superseded.

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**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2006 PERFORMANCE INCENTIVE PLAN**  
**RESTRICTED STOCK UNIT AWARD AGREEMENT**

**THE INTERPUBLIC GROUP OF COMPANIES, INC.**, a Delaware corporation (the "Company"), hereby grants to the Participant named below Restricted Stock Units ("RSUs"). Payment of RSUs is made in cash, based on the value of the corresponding number of shares of the Company's common stock (the "Shares"). The terms and conditions of this Award of RSUs (the "Award") are set forth in this Award Agreement (the "Agreement"), and in The Interpublic Group of Companies, Inc. 2006 Performance Incentive Plan (the "Plan").

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<b>Date of Award</b>	[Date]	<b>Participant's Name</b>	[First Name][Last Name]
<hr/>			
<b>Number of RSUs</b>	[Amount]		
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<b>Vesting of RSUs</b>	[Vesting Schedule]		
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The terms of the Plan are incorporated herein by reference. All capitalized terms that are not defined in this Agreement have the meanings set forth in the Plan. In case of any conflict between this Agreement and the Plan, the terms of the Plan shall control.

**THE INTERPUBLIC GROUP OF COMPANIES, INC.**



Jeffrey K. Mook  
Senior Vice President, Compensation and Benefits

I have read this Agreement and the Plan, and I understand and agree to their terms and conditions.

\_\_\_\_\_  
Participant's Signature

**Please return a signed copy of this Agreement to IPG's Human Resources Department no later than [date].**

**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2006 PERFORMANCE INCENTIVE PLAN**  
**RESTRICTED STOCK AGREEMENT**

The following terms and conditions supplement the terms of the Plan:

<b>Payment of RSUs</b>	Payment of RSUs shall be made in cash pursuant to this Award no later than March 15th of the first calendar year after the calendar year in which the Vesting Date set forth in the cover page occurs. The amount of the payment shall equal the fair market value on the payment date of one Share multiplied by the number of the Participant's RSUs. For purposes of the preceding sentence, the fair market value of one Share shall be the closing price of a Share on the last trading day immediately preceding the payment date.
<b>Dividends</b>	This Award confers no rights on the Participant as a shareholder of the Company. Accordingly, the Participant is not entitled to any dividends with respect to RSUs.
<b>Withholding</b>	As set forth in the Plan, the Company may be required to withhold income and employment taxes with respect to this Award. In any event, the Participant remains responsible at all times for paying any income and employment taxes with respect to this Award. The Company is not responsible for any liability or penalty relating to taxes (including excise taxes) on compensation (including imputed compensation) or other income attributed to the Participant (or a Beneficiary) pursuant to this Agreement, whether as a result of the Participant failing to make timely payments of tax or otherwise.
<b>Adjustments</b>	If a Corporate Transaction has occurred that affects the Common Stock, an anti-dilution adjustment would automatically be completed to preserve, or to prevent enlargement of, the benefits or potential benefits available under this Award, in such manner as to adjust the number of RSUs and/or the number and kind of shares that correspond to the RSUs.
<b>Interpretation and Construction</b>	This Agreement and the Plan shall be construed and interpreted by the Committee, in its sole discretion. Any interpretation or other determination by the Committee (including, but not limited to, correction of any defect or omission and reconciliation of any inconsistency in this Agreement and the Plan) shall be binding and conclusive.
<b>Entire Understanding</b>	This Agreement and the terms of the Plan constitute the entire understanding between the Participant and the Company and its Affiliates regarding this Award. Any prior agreements, commitments, or negotiations concerning this Award are superseded.

**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2006 PERFORMANCE INCENTIVE PLAN**

**NONSTATUTORY STOCK OPTION AWARD AGREEMENT**

THE INTERPUBLIC GROUP OF COMPANIES, INC., a Delaware corporation (the "Company"), hereby grants an Option to purchase shares of the Company's common stock (the "Shares") to the Participant named below. The terms and conditions of the Option are set forth in this Award Agreement (the "Agreement"), and in The Interpublic Group of Companies, Inc. 2006 Performance Incentive Plan (the "Plan").

<b>Date of Option Grant</b>	[Date]	<b>Participant's Name</b>	[First Name][Last Name]	
<b>Expiration Date</b>	[Time and Date]	<b>Exercise Price Per Share</b>	[\$[price]]	
<b>Number of Shares Underlying Option</b>	[Amount]			
<b>Vesting</b>	[Vesting provisions to be inserted. Except as set forth in the Plan, the Option may not be exercised during the twelve-month period following the Date of Grant.]			

<u>Date</u>	<u>Percentage of Shares Underlying Option Vested</u>
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The terms of the Plan are incorporated herein by reference. All capitalized terms that are not defined in this Agreement have the meanings set forth in the Plan. In case of any conflict between this Agreement and the Plan, the terms of the Plan shall control.

THE INTERPUBLIC GROUP OF COMPANIES, INC.



Jeffrey K. Mook  
Senior Vice President, Compensation and Benefits

I have read this Agreement and the Plan, and I understand and agree to their terms and conditions.

\_\_\_\_\_  
Participant's Signature

Please return a signed copy of this Agreement to IPG's Human Resources Department no later than [date].

*Continued on next page*

**THE INTERPUBLIC GROUP OF COMPANIES 2006 PERFORMANCE INCENTIVE PLAN**  
**NONSTATUTORY STOCK OPTION AWARD AGREEMENT**

The following terms and conditions supplement the terms of the Plan:

**Termination of Employment** As set forth in the Plan, the period during which the Participant may exercise this Option after a Termination of Employment is limited. A Participant's Termination of Employment will be deemed to occur on the date the Participant is withdrawn from the payroll of the Company or its Affiliate, as applicable. For purposes of the Option, if the Participant is not eligible to receive severance pay, the Participant will be deemed to have been withdrawn from the payroll on the day the Participant ceases to provide services to the Company and its Affiliates. If the Participant is entitled to receive severance pay, the Participant will be deemed to have been withdrawn from the payroll on the day the Participant receives his or her last severance payment.

**Withholding** As set forth in the Plan, the Company may be required to withhold income and employment taxes when you (or your Beneficiary) exercise the Option. In any event, the Participant (or Beneficiary, if applicable) remains responsible at all times for paying any income and employment taxes with respect to the Option. The Company is not responsible for any liability or penalty relating to taxes (including excise taxes) on

compensation (including imputed compensation) or other income attributed to the Participant (or a Beneficiary) pursuant to this Agreement, whether as a result of the Participant failing to make timely payments of tax or otherwise.

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<b>Beneficiary</b>	As set forth in the Plan, rights under this Option may be passed by will or the laws of descent or distribution. The person(s) to whom the Option is so passed is the Participant's "Beneficiary."
<b>Adjustments</b>	If a Corporate Transaction has occurred that affects the Common Stock, an anti-dilution adjustment would automatically be completed to preserve, or to prevent enlargement of, the benefits or potential benefits available under the Option, in such manner as to adjust the number and kind of shares that are subject to the Option and/or the exercise price of the Option.
<b>Postponement of Exercise and/or Delivery</b>	The exercise of this Option and/or issuance or delivery of Shares may be postponed under certain circumstances specified in the Plan; <i>provided</i> that such postponement shall not be exercised in a manner that would constitute a feature for the deferral of compensation or a modification of the Option that results in the Option being subject to Section 409A of the Internal Revenue Code of 1986, as amended.
<b>Interpretation and Construction</b>	This Agreement and the Plan shall be construed and interpreted by the Committee, in its sole discretion. Any interpretation or other determination by the Committee (including, but not limited to, correction of any defect or omission and reconciliation of any inconsistency in this Agreement or the Plan) shall be binding and conclusive.
<b>Entire Understanding</b>	This Agreement and the Plan constitute the entire understanding between you and the Company and its Affiliates regarding the Option. Any prior agreements, commitments, or negotiations concerning the Option are superseded.

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