

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 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): October 27, 2004

The Interpublic Group of Companies, Inc.

(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

(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))

Item 1.01. Entry into a Material Definitive Agreement

Attached as exhibits are forms of stock option, restricted stock and restricted stock unit agreements used under The Interpublic Group of Companies, Inc. 2004 Performance Incentive Plan and The Interpublic Non-Management Directors' Stock Incentive Plan, as well as the forms of participation agreements used under the Interpublic Senior Executive Retirement Income Plan and the Interpublic Capital Accumulation Plan.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits.

10.1 -- The Interpublic Group Of Companies, Inc. 2004 Performance Incentive Plan - Form of 2004 Plan Option Certificate

10.2 -- The Interpublic Group Of Companies, Inc. 2004 Performance Incentive Plan - Form of Instrument of Restricted Stock

- 10.3 -- The Interpublic Group Of Companies, Inc. 2004 Performance
Incentive Plan - Form of Instrument of Restricted Stock Units
- 10.4 -- The Interpublic Non-Management Directors' Stock Incentive Plan
- Form of Plan Option Certificate
- 10.5 -- The Interpublic Non-Management Directors' Stock Incentive Plan
- Form of Instrument of Restricted Shares
- 10.6 -- The Interpublic Non-Management Directors' Stock Incentive Plan
- Form of Instrument of Restricted Share Units
- 10.7 -- The Interpublic Senior Executive Retirement Income Plan
- Form of Participation Agreement
- 10.8 -- The Interpublic Capital Accumulation Plan - Form of
Participation Agreement

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: October 27, 2004

By: /s/ Nicholas J. Camera

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

EXHIBIT INDEX

Exhibit No.	Description
10.1	The Interpublic Group Of Companies, Inc. 2004 Performance Incentive Plan - Form of 2004 Plan Option Certificate
10.2	The Interpublic Group Of Companies, Inc. 2004 Performance Incentive Plan - Form of Instrument of Restricted Stock
10.3	The Interpublic Group Of Companies, Inc. 2004 Performance Incentive Plan - Form of Instrument of Restricted Stock Units
10.4	The Interpublic Non-Management Directors' Stock Incentive Plan - Form of Plan Option Certificate
10.5	The Interpublic Non-Management Directors' Stock Incentive Plan - Form of Instrument of Restricted Shares
10.6	The Interpublic Non-Management Directors' Stock Incentive Plan - Form of Instrument of Restricted Share Units
10.7	The Interpublic Senior Executive Retirement Income Plan - Form of Participation Agreement
10.8	The Interpublic Capital Accumulation Plan - Form of Participation Agreement

THE INTERPUBLIC GROUP OF COMPANIES, INC.
2004 PERFORMANCE INCENTIVE PLAN
("the Plan")

FORM OF 2004 PLAN OPTION CERTIFICATE

THIS DOCUMENT IS IMPORTANT AND SHOULD BE KEPT IN A SAFE PLACE

THIS IS TO CERTIFY that, on the date shown below, the employee identified below (the Grantee") has been granted an option award at the Exercise price stated below to purchase the number of shares of Common Stock of The Interpublic Group of Companies, Inc. specified below, subject to the rules of the above-mentioned Plan.

Grantee:

Date of Grant:

Number of shares of Common Stock Subject to the Option:

Exercise Price per share: \$

Option Expiration Date:

[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.]

The foregoing Grant of an Option Award is hereby accepted on the terms contained herein:

Grantee

THE INTERPUBLIC GROUP OF COMPANIES, INC.
2004 PERFORMANCE INCENTIVE PLAN
("the Plan")

FORM OF INSTRUMENT OF RESTRICTED STOCK

THIS DOCUMENT IS IMPORTANT AND SHOULD BE KEPT IN A SAFE PLACE

THIS IS TO CERTIFY that, on the date shown below, the employee identified below ("the Grantee") has been granted an award of Restricted Stock, subject to the Rules of the above-mentioned Plan.

Grantee:

Date of Grant:

Number of Restricted
Shares granted:

Lapse of Restrictions: [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.]

THE INTERPUBLIC GROUP OF COMPANIES, INC.

By _____

The foregoing Grant of a Restricted Stock Award is hereby accepted on the terms contained herein:

Grantee

THE INTERPUBLIC GROUP OF COMPANIES, INC.
2004 PERFORMANCE INCENTIVE PLAN
("the Plan")

FORM OF INSTRUMENT OF RESTRICTED STOCK UNITS

THIS DOCUMENT IS IMPORTANT AND SHOULD BE KEPT IN A SAFE PLACE

THIS IS TO CERTIFY that, on the date shown below, the employee identified below ("the Grantee") has been granted an award of Restricted Stock Units, subject to the Rules of the above-mentioned Plan.

Grantee:

Date of Grant:

Number of Restricted
Stock Units granted:

Lapse of Restrictions:

[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.]

THE INTERPUBLIC GROUP OF COMPANIES, INC.

By

The foregoing Grant of a Restricted Stock Unit Award is hereby accepted on the terms contained herein:

Grantee

THE INTERPUBLIC GROUP OF COMPANIES, INC.
THE INTERPUBLIC NON-MANAGEMENT DIRECTORS' STOCK INCENTIVE PLAN
("the Plan")

FORM OF PLAN OPTION CERTIFICATE

THIS DOCUMENT IS IMPORTANT AND SHOULD BE KEPT IN A SAFE PLACE

THIS IS TO CERTIFY that, on the date shown below, an Option was granted, subject to the Rules of the above-mentioned Plan, to the under-mentioned to subscribe at the Exercise Price stated below the number of shares of Common Stock of The Interpublic Group of Companies, Inc. specified below.

Grantee: Name:

Date of Grant:

Number of shares of Common Stock subject to the Option:

Exercise Price per share: \$

Option Expiration Date:

The Option may not be exercised in any part until [3 years from date of grant]. Thereafter the Option shall be exercisable in its entirety.

THE INTERPUBLIC GROUP OF COMPANIES, INC.

By

The foregoing grant of an Option Award is hereby accepted on the terms contained herein:

Grantee

THE INTERPUBLIC GROUP OF COMPANIES, INC.
THE INTERPUBLIC NON-MANAGEMENT DIRECTORS' STOCK INCENTIVE PLAN
("the Plan")

FORM OF INSTRUMENT OF RESTRICTED SHARES

THIS DOCUMENT IS IMPORTANT AND SHOULD BE KEPT IN A SAFE PLACE

THIS IS TO CERTIFY that, on the date shown below, the under-mentioned Non-Management Director ("the Grantee") has been granted an award of Restricted Shares, subject to the Rules of the above-mentioned Plan, for the number of shares of Common Stock of The Interpublic Group of Companies, Inc. specified below.

Grantee: Name:

Date of Grant:

Number of Restricted
Shares granted:

Lapse of Restrictions: Except as set forth in Section 7.3 of the Plan, the restrictions on the above-mentioned shares of Common Stock shall lapse on the third anniversary of the date of the Grant.

THE INTERPUBLIC GROUP OF COMPANIES, INC.

By

The foregoing Grant of a Restricted Share Award is hereby accepted on the terms contained herein:

Grantee

THE INTERPUBLIC GROUP OF COMPANIES, INC.
THE INTERPUBLIC NON-MANAGEMENT DIRECTORS' STOCK INCENTIVE PLAN
("the Plan")

FORM OF INSTRUMENT OF RESTRICTED SHARE UNITS

THIS DOCUMENT IS IMPORTANT AND SHOULD BE KEPT IN A SAFE PLACE

THIS IS TO CERTIFY that, on the date shown below, the under-mentioned Non-Management Director ("the Grantee") has been granted an award of Restricted Share Units, subject to the Rules of the above-mentioned Plan, for the number of shares of Common Stock of The Interpublic Group of Companies, Inc. specified below.

Grantee: Name:

Date of Grant:

Number of Restricted
Share Units granted: []

Lapse of Restrictions: Except as set forth in Section 8.3 of the Plan,
the Restricted Share Units shall be subject to
forfeiture on the third anniversary of the date
of the Grant.

THE INTERPUBLIC GROUP OF COMPANIES, INC.

By _____

The foregoing Grant of a Restricted Share
Units Award is hereby accepted on the terms
contained herein:

Grantee

Form of Participation Agreement

WHEREAS, _____ (the "Participant") is a senior executive of The Interpublic Group of Companies, Inc. ("Interpublic") and its subsidiaries, and has been approved by the Compensation Committee of Interpublic's Board of Directors to participate in The Interpublic Senior Executive Retirement Income Plan ("SERIP");

WHEREAS, the Participant has received and reviewed the pamphlet entitled "The Interpublic Senior Executive Retirement Income Plan," which sets forth the basic terms and conditions of SERIP (the "Plan Document"); and

WHEREAS, the Plan Document provides that certain details with regard to the Participant's benefit and other rights and responsibilities under SERIP are to be set forth in the Participant's Participation Agreement;

NOW, THEREFORE, the undersigned Participant agrees to be bound by the terms of the Plan Document, which terms are incorporated herein by reference, and modified and expanded as follows:

1. **Effective Date.** This Participation Agreement shall be effective as of _____, provided the Participant submits the executed Participation Agreement to Interpublic within 30 days thereafter. If the Participant does not submit the executed Participation Agreement within 30 days after the date set forth in the preceding sentence, this Participation Agreement shall be effective as of the first day of the month next following the date on which the Participant submits the executed Participation Agreement.
2. **Benefit and Vesting.** The Participant's benefit shall be _____ per year payable in monthly installments for 15 years, if the Participant has attained at least age 60 and the benefit is fully vested. Subject to paragraph 3, which sets forth the requirement to comply with non-competition and non-solicitation agreements, this benefit is scheduled to become fully vested as follows: 30% on _____, and an additional 10% on each _____ thereafter, with all amounts fully vested on _____ (assuming the Participant continues in the employment of Interpublic and its subsidiaries until this date).
3. **Non-Competition and Non-Solicitation.** For a period of two (2) years following the termination of the Participant's employment for any reason, the Participant shall not: (a) accept employment with or serve as a consultant, advisor or in any other capacity to an employer that is in competition with the business unit or units of Interpublic by which the Participant is employed (the "Business Unit"); (b) directly or indirectly, either on the Participant's own behalf or on behalf of any other person, firm or corporation, solicit or perform services for any account that is a client of the Business Unit at the time of the Participant's termination of employment with the Business Unit or that was a client of the Business Unit at any time within one year prior to the date of the Participant's termination of employment; (c) directly or indirectly employ or attempt to employ or assist anyone else to employ any person who is at such time or who was within the six-month period immediately prior to such time in the employ of the Business Unit. Breach by the Participant of such non-competition agreement or non-solicitation agreement shall result in the forfeiture of the Participant's vested benefit, and any monies already paid to the Participant shall be returned in full by the Participant to Interpublic.

The Participant acknowledges that these provisions are reasonable and necessary to protect Interpublic's legitimate business interests, and that these provisions do not prevent the Participant from earning a living. If at the time of enforcement of any provision of this Agreement, a court shall hold that the duration, scope or area restriction of any provision hereof is unreasonable under circumstances now or then existing, the parties hereto agree that the maximum duration, scope or area reasonable under the circumstances shall be substituted by the court for the stated duration, scope or area.

4. **Payment Form Election.** Unless specified below (or otherwise specified in a valid election, submitted by the Participant to Interpublic's Human Resources Department at least 12 months before distribution under SERIP is scheduled to begin), the Participant's vested benefit shall be distributed in monthly payments for 15 years, as provided in the Plan Document.

If you would like to elect a payment form other than monthly payments for 15 years, check below.

___ I elect to receive my vested benefit in monthly payments for 10 years.

I understand that my vested benefit will be discounted, as provided in the Plan Document, to reflect the accelerated payout associated with the election of an optional payment form.

- 5. Benefit Commencement Date. As provided in the Plan Document, any election to commence the Participant's benefit before the first day of the month coincident with or next following the Participant's 60th birthday must be received by Interpublic's Human Resources Department at least 12 months before payments are scheduled to begin.
- 6. Relationship to Plan Document. This Participation Agreement is intended to be executed and administered in conjunction with the Plan Document. Where this Participation Agreement is silent, the terms and provisions in the Plan Document shall govern. To the extent that any term or provision in this Participation Agreement is inconsistent with a term or provision in the Plan Document, the term or provision in this Participation Agreement shall govern.
- 7. Knowing and Voluntary Agreement. The Participant has received and read the Plan Document. The Participant fully understands the terms of the Plan Document and of this Participation Agreement, and the Participant is entering this Participation Agreement voluntarily.
- 8. Complete Statement. This Participation Agreement shall be construed as a complete statement of the Participant's benefit and other rights under SERIP. Any change to the terms of this Participation Agreement or to the Participant's rights under SERIP shall be adopted by executing an amendment or supplement to the Plan Document or to this Participation Agreement.

IN WITNESS WHEREOF, Interpublic, by its duly authorized officer, and the Participant have caused this Participation Agreement to be executed.

Interpublic Group of Companies, Inc.

Participant

BY: _____
Name: _____
Title: _____

DATE: _____ DATE: _____

Return to Interpublic's Law Department by _____.

THE INTERPUBLIC GROUP OF COMPANIES, INC.
BENEFICIARY DESIGNATION: Senior Executive Retirement Income Plan

Participant's Name _____ Soc. Sec. No: _____
Home Address _____
City _____ State _____ Zip _____
Date of Birth _____
Daytime Telephone Number _____ Evening Telephone Number _____
 Please check box if your address has changed within the last year.
 I am married. I am not married.

Primary Beneficiary Designation

I hereby designate such of the following person(s) who shall survive me as my Primary Beneficiary(ies):

- | | | | |
|---------|--------------|---------------------|-------------------|
| 1. Name | Relationship | Date of Birth | Percentage Share* |
| Address | | Social Security No. | |
| 2. Name | Relationship | Date of Birth | Percentage Share* |

Address Social Security No.

3. Name Relationship Date of Birth Percentage Share*

Address Social Security No. Total = 100%

Contingent Beneficiary Designation

If no Primary Beneficiary named above shall survive me, I designate such of the following person(s) who shall survive me as my Contingent Beneficiary(ies).

1. Name Relationship Date of Birth Percentage Share*

Address Social Security No.

2. Name Relationship Date of Birth Percentage Share*

Address Social Security No.

3. Name Relationship Date of Birth Percentage Share*

Address Social Security No. Total = 100%

*If no percentage is designated, beneficiaries will share equally. If any of my Primary Beneficiaries (or, if applicable, my Contingent Beneficiaries), predecease me, his or her benefits will be shared among my surviving Primary (or, if applicable, Contingent) Beneficiaries in accordance with the proportionate shares of the surviving beneficiaries designated above or, if no percentage is designated, equally.

Consent of Spouse

If a party other than the participant's spouse is named as Primary Beneficiary above, this designation is valid only if the participant's spouse (if any) consents below to the participant's designation of the Primary Beneficiary(ies) and only if the spouse's consent is witnessed by a notary public.

I, _____, am the spouse of the above-named participant. I hereby consent to the designation of the Primary Beneficiary(ies) specified above.

Spouse's Signature

Date

STATE OF _____ COUNTY OF: _____ ss:

On _____, before me personally came _____; to me known and known to me to be the individual described as the spouse herein who executed the foregoing consent and duly acknowledged to me that he/she freely executed same.

Notary Public My Commission Expires:

Execution of Beneficiary Designation

Participant's Signature

Date

The Interpublic Capital Accumulation Plan

Form of Participation Agreement

WHEREAS, _____ (the "Participant") is a key executive of The Interpublic Group of Companies, Inc. ("Interpublic") and its subsidiaries, and has been approved by Interpublic's Management Human Resources Committee to participate in The Interpublic Capital Accumulation Plan ("CAP");

WHEREAS, the Participant has received and reviewed the pamphlet entitled "The Interpublic Capital Accumulation Plan," which sets forth the basic terms and conditions of CAP (the "Plan Document"); and

WHEREAS, the Plan Document provides that certain details with regard to the Participant's account and other rights and responsibilities under CAP are to be set forth in the Participant's Participation Agreement;

NOW, THEREFORE, the undersigned Participant agrees to be bound by the terms of the Plan Document, which terms are incorporated herein by reference, and modified and expanded as follows:

1. **Effective Date.** This Participation Agreement shall be effective as of _____, provided the Participant submits the executed Participation Agreement to Interpublic by _____. If the Participant does not submit the executed Participation Agreement by such date, this Participation Agreement shall be effective as of the first day of the month next following the date on which the Participant submits the executed Participation Agreement.
2. **Credit.** The Participant's annual dollar credit shall be \$_____ and shall be credited December 31 of each year if Participant is in the Plan on such date.
3. **Interest.** The annual interest rate for the calendar year in which the Effective Date set forth in paragraph 1 occurs is 4.25%. As stated in the Plan Document, interest first accrues on December 31 of the calendar year following the first year of Participation. The applicable interest rate can be adjusted (upward or downward) annually.
4. **Vesting.** Subject to paragraph 7, which sets forth the requirement to comply with non-competition and non-solicitation agreements, the Participant's CAP account is scheduled to become fully vested on _____ (assuming the Participant continues in the employment of Interpublic and its subsidiaries until this date).
5. **Non-Competition and Non-Solicitation.** For a period of two (2) years following the termination of the Participant's employment for any reason, the Participant shall not: (a) accept employment with or serve as a consultant, advisor or in any other capacity to an employer that is in competition with the business unit or units of Interpublic by which the Participant is employed (the "Business Unit"); (b) directly or indirectly, either on the Participant's own behalf or on behalf of any other person, firm or corporation, solicit or perform services for any account that is a client of the Business Unit at the time of the Participant's termination of employment with the Business Unit or that was a client of the Business Unit at any time within one year prior to the date of the Participant's termination of employment; (c) directly or indirectly employ or attempt to employ or assist anyone else to employ any person who is at such time or who was within the six-month period immediately prior to such time in the employ of the Business Unit. Breach by the Participant of any of the above provisions shall result in the forfeiture of all interest credited to the Participant's account.

The Participant acknowledges that these provisions are reasonable and necessary to protect Interpublic's legitimate business interests, and that these provisions do not prevent the Participant from earning a living. If at the time of enforcement of any provision of this Agreement, a court shall hold that the duration, scope or area restriction of any provision hereof is unreasonable under circumstances now or then existing, the parties hereto agree that the maximum duration, scope or area reasonable under the circumstances shall be substituted by the court for the stated duration, scope or area.

6. **Payment Form Election.** Unless specified below (or otherwise specified in a valid election, submitted by the Participant to Interpublic's Human Resources Department at least 12 months before distribution under CAP is scheduled to begin), the Participant's vested account balance shall be distributed in a lump sum.

If you would like to elect a payment form other than a lump sum, check below.

___ I elect to receive my vested account balance in monthly installments over 10 years.

___ I elect to receive my vested account balance in monthly installments over 15 years.

I understand that the installment forms described above are available only if I terminate employment after age 55, with at least five years of participation in CAP.

- 7. Benefit Commencement Date. As provided in the Plan Document, any election to commence distribution of the Participant's account after the earliest commencement date permitted under the Plan Document must be received by Interpublic's Human Resources Department at least 12 months before the otherwise applicable commencement date.
- 8. Relationship to Plan Document. This Participation Agreement is intended to be executed and administered in conjunction with the Plan Document. Where this Participation Agreement is silent, the terms and provisions in the Plan Document shall govern. To the extent that any term or provision in this Participation Agreement is inconsistent with a term or provision in the Plan Document, the term or provision in this Participation Agreement shall govern.
- 9. Knowing and Voluntary Agreement. The Participant has received and read the Plan Document. The Participant fully understands the terms of the Plan Document and of this Participation Agreement, and the Participant is entering this Participation Agreement voluntarily.
- 10. Complete Statement. This Participation Agreement shall be construed as a complete statement of the Participant's rights under CAP. Any change to the terms of this Participation Agreement or to the Participant's rights under CAP shall be adopted by executing an amendment or supplement to the Plan Document or to this Participation Agreement.

IN WITNESS WHEREOF, Interpublic, by its duly authorized officer, and the Participant have caused this Participation Agreement to be executed.

Interpublic Group of Companies, Inc.

Participant

BY: _____
Name:
Title:

DATE: _____ DATE: _____

Return to Interpublic's Law Department by _____.

THE INTERPUBLIC GROUP OF COMPANIES, INC.
BENEFICIARY DESIGNATION: Capital Accumulation Plan

Participant's Name _____ Soc. Sec. No: _____
Home Address _____
City _____ State _____ Zip _____
Date of Birth _____
Daytime Telephone Number _____ Evening Telephone Number _____
 Please check box if your address has changed within the last year.
 I am married. I am not married.

Primary Beneficiary Designation
I hereby designate such of the following person(s) who shall survive me as my Primary Beneficiary(ies):

1. Name	Relationship	Date of Birth	Percentage Share*
Address		Social Security No.	

2. Name	Relationship	Date of Birth	Percentage Share*
Address		Social Security No.	
3. Name	Relationship	Date of Birth	Percentage Share*
Address		Social Security No.	
			Total = 100%

Contingent Beneficiary Designation

If no Primary Beneficiary named above shall survive me, I designate such of the following person(s) who shall survive me as my Contingent Beneficiary(ies).

1. Name	Relationship	Date of Birth	Percentage Share*
Address		Social Security No.	
2. Name	Relationship	Date of Birth	Percentage Share*
Address		Social Security No.	
3. Name	Relationship	Date of Birth	Percentage Share*
Address		Social Security No.	
			Total = 100%

*If no percentage is designated, beneficiaries will share equally. If any of my Primary Beneficiaries (or, if applicable, my Contingent Beneficiaries), predecease me, his or her benefits will be shared among my surviving Primary (or, if applicable, Contingent) Beneficiaries in accordance with the proportionate shares of the surviving beneficiaries designated above or, if no percentage is designated, equally.

Consent of Spouse

If a party other than the participant's spouse is named as Primary Beneficiary above, this designation is valid only if the participant's spouse (if any) consents below to the participant's designation of the Primary Beneficiary(ies) and only if the spouse's consent is witnessed by a notary public.

I, _____, am the spouse of the above-named participant. I hereby consent to the designation of the Primary Beneficiary(ies) specified above.

Spouse's Signature

Date

STATE OF _____ COUNTY OF: _____ ss:

On _____, before me personally came _____; to me known and known to me to be the individual described as the spouse herein who executed the foregoing consent and duly acknowledged to me that he/she freely executed same.

Notary Public

My Commission Expires:

Execution of Beneficiary Designation

Participant's Signature

Date