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, 1999	Commission file number 1-6686

THE INTERPUBLIC GROUP OF COMPANIES, INC.
(Exact name of registrant as specified in its charter)

Delaware	13-1024020
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
1271 Avenue of the Americas New York, New York	10020
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (212) 399-8000

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

Title of each class	Name of each exchange on which registered
Common Stock	New York Stock Exchange

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

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 X . No .

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (Section 229.405 of this chapter) 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. X .

The aggregate market value of the registrant's voting stock (exclusive of shares beneficially owned by persons referred to in response to Item 12 hereof) was $12,170,836,232 as of March 23, 2000.

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

Common Stock outstanding at March 23, 2000: 287,967,109 shares.

DOCUMENTS INCORPORATED BY REFERENCE

1. Portions of the Annual Report to Stockholders for the year ended December 31, 1999 are incorporated by reference in Parts I and II.

2. Portions of the Proxy Statement for the 2000 Annual Meeting of Stockholders are incorporated by reference in Parts I and III.

PART I

Item 1. Business

The Interpublic Group of Companies, Inc. was incorporated in Delaware in September 1930 under the name of McCann-Erickson Incorporated as the successor to the advertising agency businesses founded in 1902 by A.W. Erickson and in 1911 by Harrison K. McCann. It has operated under the Interpublic name since January 1961. As used in this Annual Report, the "Registrant" or "Interpublic" refers to The Interpublic Group of Companies, Inc. while the "Company" refers to Interpublic and its subsidiaries.

The advertising agency business is the primary business of the Company. This business is conducted throughout the world primarily through two advertising agency systems, McCann-Erickson WorldGroup and The Lowe Group, plus a number of standalone local agencies. Interpublic also carries on an independent media buying business through its ownership of Initiative Media Worldwide and its affiliates, as well as a separate relationship (direct) marketing business through its ownership of DraftWorldwide, a global public relations capability through International Public Relations, an internet and business consultancy through its Zentropy Partners, and a multi-national sports and event marketing organization, Octagon. The Company also offers advertising agency services through association arrangements with local agencies in various parts of the world. Other activities conducted by the Company within the area of "marketing communications" include brand equity and corporate identity services, management consulting, healthcare marketing, market research, sales promotion, internet services, sales meetings and events, multicultural advertising and promotion, and other related specialized marketing and communications services.

The principal functions of an advertising agency are to plan and create advertising programs for its clients and to place advertising in various media such as television, cinema, radio, magazines, newspapers, direct mail, outdoor and interactive electronic media. The planning function involves analysis of the market for the particular product or service, evaluation of alternative methods of distribution and choice of the appropriate media to reach the desired market most efficiently. The advertising agency develops a communications strategy and then creates an advertising program, within the limits imposed by the client's advertising budget, and places orders for space or time with the media that have been selected.

The principal advertising agency subsidiaries of Interpublic operating within the United States directly or through subsidiaries and the locations of their respective corporate headquarters are:

Campbell-Ewald Company............	Detroit (Warren), Michigan
Campbell Mithun Esty LLC..........	Minneapolis, Minnesota
Dailey & Associates, Inc..........	Los Angeles, California
DraftWorldwide, Inc...............	Chicago, Illinois
Hill, Holliday, Connors,	
Cosmopulos, Inc.................	Boston, Massachusetts
International Public Relations. Inc.	New York, New York, and London, England
Lowe Lintas & Partners..........	New York, New York
McCann-Erickson USA, Inc..........	New York, New York
Zentropy Partners, Inc............	Cambridge, Massachusetts

In addition to domestic operations, the Company provides services for clients whose business is international in scope as well as for clients whose business is restricted to a single country or a small number of countries. It has offices in Canada as well as in one or more cities in each of the following countries:

EUROPE, AFRICA AND THE MIDDLE EAST

Austria	Germany	Morocco	Slovakia
Azerbaijan	Greece	Namibia	Slovenia
Bahrain	Hungary	Netherlands	South Africa
Belgium	Israel	Nigeria	Spain
Bulgaria	Ireland	Norway	Sweden
Cameroon	Italy	Oman	Switzerland
Croatia	Ivory Coast	Pakistan	Tunisia
Czech Republic	Jordan	Poland	Turkey
Denmark	Kazakhstan	Portugal	Ukraine
Egypt	Kenya	Qatar	United Arab Emirates
Estonia	Kuwait	Romania	United Kingdom
Finland	Lebanon	Russia	Uzbekistan
France	Mauritius	Saudi Arabia	Zambia
		Senegal	Zimbabwe

LATIN AMERICA AND THE CARIBBEAN

Argentina	Colombia	Guatemala	Peru
Barbados	Costa Rica	Honduras	Puerto Rico
Bermuda	Dominican Republic	Jamaica	Trinidad
Brazil	Ecuador	Mexico	Uruguay
Chile	El Salvador	Panama	Venezuela

ASIA AND THE PACIFIC

Australia	Korea	Philippines	Taiwan
Hong Kong	Malaysia	Singapore	Thailand
India	Nepal	Sri Lanka	Vietnam
Indonesia	New Zealand	South Korea	
Japan	People's Republic of China		

Operations in the foregoing countries are carried on by one or more operating companies, at least one of which is either wholly owned by Interpublic or a subsidiary or is a company in which Interpublic or a subsidiary owns a 51% interest or more, except in Malawi and Nepal, where Interpublic or a subsidiary holds a minority interest.

The Company also offers services in Albania, Aruba, the Bahamas, Belize, Bolivia, Cambodia, Gabon, Ghana, Grand Cayman, Guadeloupe, Guam, Guyana, Haiti, Reunion, Ivory Coast, Martinique, Nicaragua, Nigeria, Paraguay, Surinam, Uganda and Zaire through association arrangements with local agencies operating in those countries.

For information concerning revenues and long-lived assets on a geographical basis for each of the last three years, reference is made to Note 12: Geographic Areas of the Notes to the Consolidated Financial Statements in the Company's Annual Report to Stockholders for the year ended December 31, 1999, which Note is hereby incorporated by reference.

Developments in 1999

The Company completed a number of acquisitions within the United States and abroad in 1999.

See Note 4 to the Consolidated Financial Statements incorporated by reference in this Report on Form 10-K for a discussion of acquisitions.

Income from Commissions and Fees

The Company generates income from planning, creating and placing advertising in various media and from planning and executing other communications or marketing programs. Historically, the commission customary in the industry was 15% of the gross charge ("billings") for advertising space or time; more recently lower commissions have been negotiated, but often with additional incentives for better performance. For example, an incentive component is frequently included in arrangements with clients based on improvements in an advertised brand's awareness or image, or increases in a client's sales or market share of the products or services being advertised. Under commission arrangements, media bill the Company at their gross rates. The Company bills these amounts to its clients, remits the net charges to the media and retains the balance as its commission. Some clients, however, prefer to compensate the Company on a fee basis, under which the Company bills its client for the net charges billed by the media plus an agreed-upon fee. These fees usually are calculated to reflect the Company's salary costs and out-of-pocket expenses incurred on the client's behalf, plus proportional overhead and a profit mark-up.

Normally, the Company, like other agencies, is primarily responsible for paying the media with respect to firm contracts for advertising time or space. This is a problem only if the client is unable to pay the Company because of insolvency or bankruptcy. The Company makes serious efforts to reduce the risk from a client's insolvency, including (1) carrying out credit clearances,

(2) requiring in some cases payment of media in advance, or (3) agreeing with the media that the Company will be solely liable to pay the media only after the client has paid the Company for the media charges.

The Company also receives commissions from clients for planning and supervising work done by outside contractors in the physical preparation of finished print advertisements and the production of television and radio commercials and other forms of advertising. This commission is customarily 17.65% of the outside contractor's net charge, which is the same as 15% of the outside contractor's total charges including commission. With the expansion of negotiated fees, the terms on which outstanding contractors' charges are billed are subject to wide variations and even include in some instances the elimination of commissions entirely provided that there are adequate negotiated fees.

The Company also derives income in many other ways, including the planning and placement in media of advertising produced by unrelated advertising agencies; the maintenance of specialized media placement facilities; the creation and publication of brochures, billboards, point of sale materials and direct marketing pieces for clients; the planning and carrying out of specialized marketing research; developments/public relations campaigns, managing special events at which clients' products are featured; and designing and carrying out interactive programs for special uses.

The five clients of the Company that made the largest contribution in 1999 to income from commissions and fees accounted individually for 1.8% to 8.0% of such income and in the aggregate accounted for over approximately 18% of such income. Twenty clients of the Company accounted for approximately 28% of such income. Based on income from commissions and fees, the three largest clients of the Company are General Motors Corporation, Nestle and Unilever. General Motors Corporation first became a client of one of the Company's agencies in 1916 in the United States. Predecessors of several of the Lintas agencies have supplied advertising services to Unilever since 1893. The client relationship with Nestle began in 1940 in Argentina. While the loss of the entire business of one of the Company's three largest clients might have a material adverse effect upon the business of the Company, the Company believes that it is very unlikely that the entire business of any of these clients would be lost at the same time, because it represents several different brands or divisions of each of these clients in a number of geographical markets - in each case through more than one of the Company's agency systems.

Representation of a client rarely means that the Company handles advertising for all brands or product lines of the client in all geographical locations. Any client may transfer its business from an advertising agency within the Company to a competing agency, and a client may reduce its advertising budget at any time.

The Company's agencies in many instances have written contracts with their clients. As is customary in the industry, these contracts provide for termination by either party on relatively short notice, usually 90 days but sometimes shorter or longer. In 1999, however, 23% of income from commissions and fees was derived from clients that had been associated with one or more of the Company's agencies or their predecessors for 20 or more years.

Personnel

As of January 1, 2000, the Company employed approximately 38,600 persons, of whom nearly 16,200 were employed in the United States. Because of the personal service character of the marketing communications business, the quality of personnel is of crucial importance to continuing success. There is keen competition for qualified employees. Interpublic considers its employee relations to be satisfactory.

The Company has an active program for training personnel. The program includes meetings and seminars throughout the world. It also involves training personnel in its offices in New York and in its larger offices worldwide.

Competition and Other Factors

The advertising agency and other marketing communications businesses are highly competitive. The Company's agencies and media services must compete with other agencies and with other providers of creative or media services which are not themselves advertising agencies, in order to maintain existing client relationships and to obtain new clients. Competition in the advertising agency business depends to a large extent on the client's perception of the quality of an agency's "creative product". An agency's ability to serve clients, particularly large international clients, on a broad geographic basis is also an important competitive consideration. On the other hand, because an agency's principal asset is its people, freedom of entry into the business is almost unlimited and quite small agencies are, on occasion, able to take all or some portion of a client's account from a much larger competitor.

Moreover, increasing size bring some limitations to an agency's potential for securing new business, because many clients prefer not to be represented by an agency that represents a competitor. Also, clients frequently wish to have different products represented by different agencies. The fact that the Company owns two separate worldwide agency systems and interests in other advertising agencies gives it additional competitive opportunities.

The advertising and marketing communications businesses is subject to government regulation, both domestic and foreign. There has been an increasing tendency in the United States on the part of advertisers to resort to the courts, industry and self-regulatory bodies to challenge comparative advertising on the grounds that the advertising is false and deceptive. Through the years, there has been a continuing expansion of specific rules, prohibitions, media restrictions, labeling disclosures and warning requirements with respect to the advertising for certain products. Representatives within state governments and the federal government as well as foreign governments continue to initiate proposals to ban the advertising of specific products and to impose taxes on or deny deductions for advertising which, if successful, may have an adverse effect on advertising expenditures.

Some countries are relaxing commercial restrictions as part of their efforts to attract foreign investment. However, with respect to other nations, the international operations of the Company still remain exposed to certain risks which affect foreign operations of all kinds, such as local legislation, monetary devaluation, exchange control restrictions and unstable political conditions. In addition, international advertising agencies are still subject to ownership restrictions in certain countries because they are considered an integral factor in the communications process.

Statement Regarding Forward Looking Disclosure

Certain sections of this report, including "Business", "Competition and Other Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" contain forward looking statements concerning future events and developments that involve risks and uncertainties, including those associated with the effect of national and regional economic conditions, the ability of the Company to attract new clients and retain existing clients, the financial success of clients of the Company, other developments of clients of the Company, and developments from changes in the regulatory and legal environment for advertising agencies around the world.

Item 2. Properties

Most of the operations of the Company are conducted in leased premises, and its physical property consists primarily of leasehold improvements, furniture, fixtures and equipment. These facilities are located in various cities in which the Company does business throughout the world. However, subsidiaries of the Company own office buildings in Louisville, Kentucky; Blair, Nebraska; Warren, Michigan; Frankfurt, Germany; Sao Paulo, Brazil; Lima, Peru; Mexico City, Mexico; Santiago, Chile; and Brussels, Belgium and own office condominiums in Buenos Aires, Argentina; Bogota, Colombia; Manila, the Philippines; in England, subsidiaries of the Company own office buildings in London, Manchester, Birmingham and Stoke-on-Trent.

The Company's ownership of the office building in Frankfurt is subject to three mortgages which became effective on or about February 1993. These mortgages terminate at different dates, with the last to expire in February 2003. Reference is made to Note 10: Long-Term Debt, of the Notes to the Consolidated Financial Statements in the Company's Annual Report to Stockholders for the year ended December 31, 1999, which Note is hereby incorporated by reference.

Item 3. Legal Proceedings

Neither the Company nor any of its subsidiaries are subject to any pending material legal proceedings.

Item 4. Submission of Matters to a Vote of Security Holders

Not applicable.

Executive Officers of the Registrant

There follows the information disclosed in accordance with Item 401 of Regulation S-K of the Securities and Exchange Commission (the "Commission") as required by Item 10 of Form 10-K with respect to executive officers of the Registrant.

Name	Age	Office
Philip H. Geier, Jr.(1)	65	Chairman of the Board, President and Chief Executive Officer
Sean F. Orr(1)	45	Executive Vice President, Chief Financial Officer
Nicholas J. Camera	53	Senior Vice President, General Counsel and Secretary
John J. Dooner, Jr.(1)	51	Chairman and Chief Executive Officer of McCann-Erickson WorldGroup
C. Kent Kroeber	61	Senior Vice President-Human Resources
Barry R. Linsky	58	Senior Vice President-Planning and Business Development
Frank B. Lowe(1)	58	Chairman of the Board and Chief Executive Officer of Lowe Lintas & Partners
Frederick Molz	43	Vice President and Controller
Thomas J. Volpe	64	Senior Vice President-Financial Operations

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[FN]

(1) Also a Director

There is no family relationship among any of the executive officers.

The employment histories for the past five years of Messrs. Geier, Dooner, Lowe and Orr are incorporated by reference to the Proxy Statement for Interpublic's 2000 Annual Meeting of Stockholders.

Mr. Camera joined Interpublic in May, 1993. He was elected Vice President, Assistant General Counsel and Assistant Secretary in June, 1994, Vice President, General Counsel and Secretary in December, 1995, and Senior Vice

President, General Counsel and Secretary in February, 2000.

Mr. Kroeber joined Interpublic in January, 1966 as Manager of Compensation and Training. He was elected Vice President in 1970 and Senior Vice President in May, 1980.

Mr. Linsky joined Interpublic in January, 1991 when he was elected Senior Vice President-Planning and Business Development. Prior to that time, he was Executive Vice President, Account Management of Lowe & Partners, Inc. Mr. Linsky was elected to that position in July, 1980, when the corporation was known as The Marschalk Company and was a subsidiary of Interpublic.

Mr. Molz was elected Vice President and Controller of Interpublic effective January, 1999. He joined Interpublic in August, 1982, and his most recent position was Senior Vice President-Financial Operations of Ammirati Puris Lintas Worldwide, a subsidiary of Interpublic, since April, 1994. He also held previous positions in the Interpublic Controller's Department and Tax Department.

Mr. Volpe joined Interpublic in March, 1986. He was appointed Senior Vice President-Financial Operations in March, 1986. He served as Treasurer from January 1, 1987 through May 17, 1988 and the Treasurer's office continues to report to him.

PART II

Item 5. Market for the Registrant's Common Equity and Related Stockholder Matters

The response to this Item is incorporated:

(i) by reference to the Registrant's Annual Report to Stockholders for the year ended December 31, 1999. See the heading: Results by Quarter (Unaudited), and Note 2: Stockholders' Equity, of the Notes to the Consolidated Financial Statements and information under the heading Transfer Agent and Registrar for Common Stock;

(ii) on October 5, 1999, a subsidiary of the Registrant acquired 100% of the capital stock of a company in consideration for which Registrant paid $2,960,612.88 in cash and issued 24,330 shares of Interpublic Stock to the shareholders of the acquired company. The shares of Interpublic Stock had a market value of $985,365.00 on the date of issuance. The shares of Interpublic Stock were issued by the Registrant without registration in an "offshore transaction" and solely to "non-U.S. persons" in reliance on Rule 903(b)(3) of Regulation S under the Securities Act;

(iii) on October 26, 1999, a subsidiary of the Registrant acquired 100% of the capital stock of a company in consideration for which Registrant paid $1,508,780.00 in cash and issued 17,412 shares of Interpublic Stock to the shareholders of the acquired company. The shares of Interpublic Stock were valued at $682,332.75 on the date of issuance. The shares of Interpublic Stock were issued by the Registrant without registration in an "offshore transaction" and solely to "non-U.S. persons" in reliance on Rule 903(b)(3) of Regulation S under the Securities Act;

(iv) on October 29, 1999, the Registrant issued a total of 63,990 shares of Interpublic Stock and paid $7,048,233.75 to shareholders of a foreign company as installment payments of the purchase price of the capital stock of the foreign company. The Interpublic stock issued had a market value of (pound)1,412,500 (U.S.$2,353,225) on the date of issuance. The shares of Interpublic Stock were issued by the Registrant without registration in an "offshore transaction" and solely to "non-U.S. persons" in reliance on Rule 903(b)(3) of Regulation S under the Securities Act;

(v) on October 29, 1999, the Registrant issued an aggregate of 16,243 shares of Interpublic Stock and paid $416,687.55 in cash to the two former stockholders of a company which was acquired in the fourth quarter of 1998. This represented a deferred payment of the purchase price. The shares of Interpublic Stock were valued at $625,050.57 on the date of issuance. The shares of Interpublic Stock were issued by the Registrant without registration in reliance on Section 4(2) under the Securities Act, based on the sophistication of the acquired company's former stockholders;

(vi) on November 8, 1999, a subsidiary of the Registrant acquired substantially all of the assets and assumed substantially all the liabilities of a domestic company in consideration for which the registrant paid $19,230,657.25 in cash and issued a total of 1,019,831 shares of the registrant's common stock par value $.10 per share ("Interpublic Stock") to the security holders of the company. The shares of Interpublic Stock had a market value of $39,317,646.53 on the date of issuance. The shares of Interpublic Stock were issued by the Registrant without registration in reliance on Section 4(2) under the Securities Act, based on the sophistication of the acquired company's former stockholders;

(vii) on November 9, 1999, a subsidiary of the Registrant acquired 100% of the capital stock of a domestic company in consideration for which the Registrant paid $1,900,000 in cash and issued a total of 200,131 shares of Interpublic Stock to the security holders of the company. The shares of Interpublic Stock had a market value of $7,600,000 on the date of issuance. The shares of Interpublic Stock were issued by the Registrant without registration in reliance on Section 4(2) under the Securities Act, based on the sophistication of the acquired company's former stockholders;

(viii) on November 12, 1999, the Registrant paid U.S. $8,130,000 in cash and issued a total of 210,948 shares of Interpublic Stock to shareholders of a foreign company as an installment payment of the purchase price for 100% of the capital stock of a foreign company acquired in the first quarter of 1998. The Interpublic stock issued had a market value of (pound)5,000,000 (U.S. $8,250,700) on the date of issuance. The shares of Interpublic Stock were issued by the Registrant without registration in an "offshore transaction" and solely to "non-U.S. persons" in reliance on Rule 903(b)(3) of Regulation S under the Securities Act;

(ix) on November 24, 1999, the Registrant issued a total of 178,763 shares of Interpublic Stock to shareholders of a foreign company in full payment of the purchase price for 100% of the capital stock of the foreign company. The Interpublic stock issued had a market value of (pound)4,350,000 (U.S. $7,074,536) on the date of issuance. The shares of Interpublic Stock were issued by the Registrant without registration in an "offshore transaction" and solely to "non-U.S. persons" in reliance on Rule 903(b)(3) of Regulation S under the Securities Act;

(x) on December 10, 1999, a subsidiary of the Registrant acquired 100% of the issued and outstanding shares of a company in consideration for which the Registrant paid $1,000,000 in cash and issued 31,764 shares of Interpublic Stock to the acquired company's shareholders. The shares of Interpublic Stock had a market value of $1,500,000 on the date of issuance. The shares of Interpublic Stock were issued by the Registrant without registration in reliance on Section 4(2) under the Securities Act, based on the sophistication of the acquired company's former stockholders;

(xi) on December 14, 1999, the Registrant paid U.S. $4,481,636.20 in cash and issued a total of 31,838 shares of Interpublic Stock to shareholders of a foreign company in full payment of the purchase price for 51% of the capital stock of the foreign company. The Interpublic stock issued had a market value of DM 2,900,000 (U.S. $1,505,633) on the date of issuance. The shares of Interpublic Stock were issued by the Registrant without registration in an "offshore transaction" and solely to "non-U.S. persons" in reliance on Rule 903(b)(3) of Regulation S under the Securities Act;

(xii) on December 16, 1999, the Registrant paid U.S. $11,416,000 in cash and issued a total of 237,279 shares of Interpublic Stock to shareholders of a foreign company in full payment of the purchase price for 100% of the capital stock of the foreign company. The Interpublic stock issued had a market value of (pound)7,080,000 (U.S. $11,338,903) on the date of issuance. The shares of Interpublic Stock were issued by the Registrant without registration in an "offshore transaction" and solely to "non-U.S. persons" in reliance on Rule 903(b)(3) of Regulation S under the Securities Act;

(xiii) on December 17, 1999, the Registrant paid U.S. $1,302,000 in cash and issued a total of 3,321 shares of Interpublic Stock to shareholders of a foreign company in full payment of the purchase price for 60% of the capital stock of the foreign company. The Interpublic stock issued had a market value of Mexican Pesos 1,505,900 (U.S. $159,776) on the date of issuance. The shares of Interpublic Stock were issued by the Registrant without registration in an "offshore transaction" and solely to "non-U.S. persons" in reliance on Rule 903(b)(3) of Regulation S under the Securities Act;

(xiv) on December 20, 1999, the Registrant acquired 100% of the capital stock of a domestic company in consideration for which the Registrant paid $4,915,500 in cash and issued a total of 31,773 shares of Interpublic Stock to the security holders of the company. The shares of Interpublic Stock had a market value of $1,638,500 on the date of issuance. The shares of Interpublic Stock were issued by the Registrant without registration in reliance on Section 4(2) under the Securities Act, based on the sophistication of the acquired company's former stockholders;

(xv) on December 23, 1999, a subsidiary of the Registrant acquired 60% of the capital stock of a foreign company in consideration for which Registrant paid $867,900 in cash and issued without registration 13,770 shares of the Common Stock, $.10 par value of Registrant (the "Interpublic Stock") to the shareholders of the acquired company. The shares of Interpublic Stock had a market value of $710,100 on the date of issuance. The shares of Interpublic Stock were issued by the Registrant without registration in an "offshore transaction" and solely to "non-U.S. persons" in reliance on Rule 903(b)(3) of Regulation S under the Securities Act of 1933, as amended, (the "Securities Act");

(xvi) on December 23, 1999, the Registrant acquired 100% of the capital stock of three related companies, in consideration for which

Registrant paid $7,309,292 in cash and issued 53,927 shares of Interpublic Stock to the shareholders of the acquired company. The shares of Interpublic Stock were valued at $2,696,350 on the date of issuance. The shares of Interpublic Stock were issued by the Registrant without registration in an "offshore transaction" and solely to "non-U.S. persons" in reliance on Rule 903(b)(3) of Regulation S under the Securities Act;

(xvii) on December 30, 1999, the Registrant acquired 100% of the capital stock of a company in consideration for which Registrant paid $4,065,501.13 in cash and issued 9,658 shares of Interpublic Stock to the shareholders of the acquired company. The shares of Interpublic Stock were valued at $536,622.63 on the date of issuance. The shares of Interpublic Stock were issued by the Registrant without registration in an "offshore transaction" and solely to "non-U.S. persons" in reliance on Rule 903(b)(3) of Regulation S under the Securities Act;

(xviii) on October 13, 1999, a subsidiary of the Registrant acquired 100% of the capital stock of a domestic company in consideration for which Registrant paid $2,025,000 in cash and issued 17,159 shares of the Common Stock, $.10 par value, of Registrant (the "Interpublic Stock") to the shareholders of the acquired company. The shares of Interpublic Stock were valued at $674,992.16 on the date of issuance. The shares of Interpublic Stock were issued by the Registrant without registration in reliance on Section 4(2) under the Securities Act, based on the sophistication of the acquired company's former stockholders;

(xix) on December 7, 1999, IPG acquired all of the common stock of a company in exchange for which Interpublic issued to the former stockholders of the company 357,833 shares of Interpublic Stock with a value on the date of issuance of $15,000,000. The shares of Interpublic Stock were issued by the Registrant without registration in reliance on Section 4(2) under the Securities Act, based on the sophistication of the acquired company's former stockholders; and

(xx) on December 1, 1999, a subsidiary of the Registrant acquired 100% of the capital stock of a foreign company in consideration for which Registrant issued 5,158,122 shares of the Common Stock, $.10 par value of Registrant (the "Interpublic Stock") to the shareholders of the acquired company. The shares of Interpublic Stock had a market value of U.S. $239,853,000 on the date of issuance. The shares of Interpublic Stock were issued by the Registrant without registration in an "offshore transaction" and solely to "non-U.S. persons" in reliance on Rule 903(b)(3) of Regulation S under the Securities Act of 1933, as amended (the "Securities Act").

Item 6. Selected Financial Data

The response to this Item is incorporated by reference to the Registrant's Annual Report to Stockholders for the year ended December 31, 1999 under the heading Selected Financial Data for Five Years.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The response to this Item is incorporated by reference to the Registrant's Annual Report to Stockholders for the year ended December 31, 1999 under the heading Management's Discussion and Analysis of Financial Condition and Results of Operations.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

The response to this Item is incorporated by reference to the Registrant's Annual Report to Stockholders for the year ended December 31, 1999 under the heading Management's Discussion and Analysis of Financial Condition and Results of Operations.

Item 8. Financial Statements and Supplementary Data

The response to this Item is incorporated in part by reference to the Registrant's Annual Report to Stockholders for the year ended December 31, 1999 under the headings Financial Statements and Notes to the Consolidated Financial Statements. Reference is also made to the Financial Statement Schedule listed under Item 14(a) of this Report on Form 10-K.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Not applicable.

PART III

Item 10. Directors and Executive Officers of the Registrant

The information required by this Item is incorporated by reference to the Registrant's Proxy Statement for its 2000 Annual Meeting of Stockholders (the "Proxy Statement"), to be filed not later than 120 days after the end of the 1999 calendar year, except for the description of Interpublic's Executive Officers which appears in Part I of this Report on Form 10-K under the heading "Executive Officers of the Registrant".

Item 11. Executive Compensation

The information required by this Item is incorporated by reference to the Proxy Statement. Such incorporation by reference shall not be deemed to incorporate specifically by reference the information referred to in Item 402(a)(8) of Regulation S-K.

Item 12. Security Ownership of Certain Beneficial Owners and Management

The information required by this Item is incorporated by reference to the Proxy Statement.

Item 13. Certain Relationships and Related Transactions

The information required by this Item is incorporated by reference to the Proxy Statement. Such incorporation by reference shall not be deemed to incorporate specifically by reference the information referred to in Item 402(a)(8) of Regulation S-K.

PART IV

Item 14. Exhibits, Financial Statement Schedule, and Reports on Form 8-K

(a) Listed below are all financial statements, financial statement schedules and exhibits filed as part of this Report on Form 10-K.

1. Financial Statements:

See the Index to Financial Statements on page F-1.

2. Financial Statement Schedule:

See the Index to Financial Statement Schedule on page F-1.

3. Exhibits:

(Numbers used are the numbers assigned in Item 601 of Regulation S-K and the EDGAR Filer Manual. An additional copy of this exhibit index immediately precedes the exhibits filed with this Report on Form 10-K and the exhibits transmitted to the Commission as part of the electronic filing of the Report.)

Exhibit No.		Description
3	(i)	The Restated Certificate of Incorporation of the Registrant, as amended is incorporated by reference to its Report on Form 10-Q for the quarter ended June 30, 1999. See Commission file number 1-6686.
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1-6686.

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Material leases of premises are incorporated by reference to the Registrant's Annual Report on Form 10-K for the years ended December 31, 1980 and December 31, 1988. See Commission file number 1-6686.

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11 Computation of Earnings Per Share.

13 This Exhibit includes: (a) those portions of the Annual Report to Stockholders for the year ended December 31, 1999 which are included therein under the following headings: Financial Highlights; Vice-Chairman's Report of Management; Management's Discussion and Analysis of Financial Condition and Results of Operations; Consolidated Balance Sheet; Consolidated Statement of Income; Consolidated Statement of Cash Flows; Consolidated Statement of Stockholders' Equity and Comprehensive Income; Notes to Consolidated Financial Statements (the aforementioned Consolidated Financial Statements together with the Notes to Consolidated Financial Statements hereinafter shall be referred to as the "Consolidated Financial Statements"); Report of Independent Accountants; Selected Financial Data for Five Years; Results by Quarter (Unaudited); and Stockholders Information.

21 Subsidiaries of the Registrant.

23 Consent of Independent Accountants:
PricewaterhouseCoopers LLP
Consent of Independent Auditors: Ernst & Young
Consent of Independent Auditors: Ernst & Young LLP

24 Power of Attorney to sign Form 10-K and resolution of Board of Directors re Power of Attorney.

27 Financial Data Schedules.

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(i) Agreement and Plan of Merger, dated as of December 20, 1999, between The Interpublic Group of Companies, Inc. and NFO Worldwide, Inc., is incorporated by reference to Exhibit 2.1 of the Registrant's Form 8-K dated December 20, 1999.

(ii) Stock Option Agreement, dated as of December 20, 1999, between The Interpublic Group of Companies, Inc. and NFO Worldwide, Inc., is incorporated by reference to Exhibit 2.2 of the Registrant's Form 8-K dated December 20, 1999.

SIGNATURES

Pursuant to the requirements of Section 13 of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

THE INTERPUBLIC GROUP OF COMPANIES, INC.
(Registrant)

March 21,2000

BY: Philip H. Geier, Jr.
Philip H. Geier, Jr.
Chairman of the Board, President
and Chief Executive Officer
(Principal Executive Officer)

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

Name	Title	Date
/s/ Philip H. Geier, Jr. Philip H. Geier, Jr.	Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer)	March 21, 2000
/s/ Sean F. Orr Sean F. Orr	Executive Vice President Chief Financial Officer (Principal Financial Officer) and Director	March 21, 2000
/s/ Frank J. Borelli Frank J. Borelli	Director	March 21, 2000
/s/ Reginald K. Brack Reginald K. Brack	Director	March 21, 2000
/s/ Jill M. Considine Jill M. Considine	Director	March 21, 2000
/s/ John J. Dooner, Jr. John J. Dooner, Jr.	Director	March 21, 2000
/s/ Frank B. Lowe Frank B. Lowe	Director	March 21, 2000
/s/ Michael A. Miles Michael A. Miles	Director	March 21, 2000
/s/ Frederick Molz Frederick Molz	Vice President and Controller (Principal Accounting Officer)	March 21, 2000
/s/ Leif H. Olsen Leif H. Olsen	Director	March 21, 2000
/s/ Allen Questrom Allen Questrom	Director	March 21, 2000
/s/ J. Phillip Samper J. Phillip Samper	Director	March 21, 2000

By: /s/ Nicholas J. Camera
Nicholas J. Camera

INDEX TO FINANCIAL STATEMENTS

The Financial Statements appearing under the headings: Financial Highlights, Vice-Chairman's Report of Management; Management's Discussion and Analysis of Financial Condition and Results of Operations, Consolidated Financial Statements, Notes to Consolidated Financial Statements, Report of Independent Accountants, Selected Financial Data for Five Years and Results by Quarter (Unaudited), accompanying the Annual Report to Stockholders for the year ended December 31, 1999, together with the report thereon of PricewaterhouseCoopers LLP dated February 22, 2000 are incorporated by reference in this report on Form 10-K. With the exception of the aforementioned information and the information incorporated in Items 5, 6 and 7, no other data appearing in the Annual Report to Stockholders for the year ended December 31, 1999 is deemed to be filed as part of this report on Form 10-K.

The following financial statement schedule should be read in conjunction with the financial statements in such Annual Report to Stockholders for the year ended December 31, 1999. Financial statement schedules not included in this report on Form 10-K have been omitted because they are not applicable or the required information is shown in the financial statements or the notes thereto.

Separate financial statements for the companies which are 50% or less owned and accounted for by the equity method have been omitted because, considered in the aggregate as a single subsidiary, they do not constitute a significant subsidiary.

INDEX TO FINANCIAL STATEMENT SCHEDULE

REPORT OF INDEPENDENT ACCOUNTANTS ON FINANCIAL STATEMENT SCHEDULE

To the Board of Directors and Stockholders of
The Interpublic Group of Companies, Inc.

Our audits of the consolidated financial statements referred to in our report dated February 22, 2000 appearing in the 1999 Annual Report to Stockholders of The Interpublic Group of Companies, Inc. (which report and consolidated financial statements are incorporated by reference in this Annual Report on Form 10-K) also included an audit of the Financial Statement Schedule listed in Item 14 (a)(2) of this Form 10-K. In our opinion, this Financial Statement Schedule presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements.

PricewaterhouseCoopers LLP

New York, New York
February 22, 2000

SCHEDULE VIII

THE INTERPUBLIC GROUP OF COMPANIES, INC. AND ITS SUBSIDIARIES
VALUATION AND QUALIFYING ACCOUNTS

For the Years Ended December 31, 1999, 1998 and 1997

(Dollars in thousands)

COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F
		Additions			
Description	Balance at Beginning of Period	Charged to Costs & Expenses	Charged to Other Accounts-Describe	Deductions-Describe	Balance at End of Period
Allowance for Doubtful Accounts - deducted from Receivables in the Consolidated Balance Sheet:					
1999	$53,093	$21,271	$5,148(5) 2,934(1)	$(22,780)(3) (1,215)(2) (610)(4)	$57,841
1998	$44,110	$18,362	$6,471(1) 2,111(5) 596(2)	$(15,247)(3) (3,310)(4)	$53,093
1997	$37,049	$16,753	$2,256(1) 848(5)	$ (2,553)(2) (7,869)(3) (2,374)(4)	$44,110

[FN]

(1) Allowance for doubtful accounts of acquired and newly consolidated companies.
(2) Foreign currency translation adjustment.
(3) Principally amounts written off.
(4) Reversal of previously recorded allowances on accounts receivable.
(5) Miscellaneous.

INDEX TO DOCUMENTS

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EXHIBIT 10(b)(i)(a)

EMPLOYMENT AGREEMENT

AGREEMENT made as of April 27, 1999 by and between THE INTERPUBLIC GROUP OF COMPANIES, INC., a corporation of the State of Delaware (hereinafter referred to as "Interpublic"), and SEAN F. ORR (hereinafter referred to as "Executive").

In consideration of the mutual promises set forth herein the parties hereto agree as follows:

ARTICLE I

Term of Employment

1.01 Upon the terms and subject to the conditions set forth herein, Interpublic will employ Executive for the period beginning June 1, 1999 or an agreed-upon earlier date and ending on May 31, 2004, or a date representing the last day of the five year period commencing on the agreed upon earlier date, or on such earlier date as the employment of Executive shall terminate pursuant to Article VII or Article VIII. The period during which Executive is employed hereunder is referred to herein as the "term of employment". Executive will serve Interpublic during the term of employment.

ARTICLE II

Duties

2.01 During the term of employment Executive will:

(i) Use his best efforts to promote the interests of Interpublic and devote his full time and efforts to its business and affairs;

(ii) Perform such duties as Interpublic may from time to time assign to him; and

(iii) Serve as Executive Vice President, Chief Financial Officer and in any such offices of Interpublic or its subsidiaries as he may be elected or appointed to.

ARTICLE III

Compensation

3.01 Interpublic will compensate Executive for the duties performed by him hereunder, including all services rendered as an officer or director of Interpublic, by payment of a salary at the rate of Five Hundred Thousand Dollars ($500,000) per annum, payable in equal installments, which Interpublic may pay at either monthly or semi-monthly intervals and Fifty Thousand Dollars ($50,000) in the form of an Executive Special Benefits Agreement ("ESBA").

3.02 Interpublic may at any time increase the compensation paid to Executive hereunder if Interpublic in its discretion shall deem it advisable so to do in order to compensate him fairly for services rendered to Interpublic.

ARTICLE IV

Bonuses

4.01 Executive will be eligible during the term of employment to participate in the Management Incentive Compensation Plan ("MICP"), in accordance with the terms and conditions of the Plan established from time to time. Executive shall be eligible to receive MICP awards up to one hundred (100%) of his base salary, but the actual award, if any, shall be determined by Interpublic and shall be based on profits of Interpublic, Executive's individual performance and management discretion. For calendar year 1999, Executive will be considered as employed for the full year for MICP determining purposes.

ARTICLE V

Long-Term Performance Incentive Plan; Stock Options

5.01 As soon as administratively feasible after full execution of this Agreement, Interpublic will use its best efforts to have the Compensation Committee of its Board of Directors ("Committee") grant Executive an award for the 1997-2002 performance period under Interpublic's Performance Incentive Plan ("LTPIP") (pro-rated to the date of this Agreement) equal to Two Thousand One Hundred (2,100) performance units tied to the cumulative compound profit growth of Interpublic, and options under Interpublic's Stock Incentive Plan to purchase Eight Thousand Four Hundred (8,400) shares of Interpublic common stock which may not be exercised in any part prior to the end of the performance period, and thereafter shall be exercisable in whole or in part.

5.02 As soon as administratively feasible after full execution of this Agreement, Interpublic will use its best efforts to have the Committee grant Executive an award for the 1999-2002 performance period under LTPIP equal to Five Thousand (5,000) performance units tied to the cumulative compound profit growth of the Interpublic, and options under Interpublic's Stock Incentive Plan to purchase Twenty Thousand (20,000) shares of Interpublic Common stock which may not be exercised in any part prior to the end of the performance period, and thereafter shall be exercisable in whole or in part.

5.03 As soon as administratively feasible after full execution of this Agreement, Interpublic will use its best efforts to have the Committee grant Executive options to purchase an aggregate of Sixty Thousand (60,000) shares of Interpublic Common Stock, which may not be exercised in any part for a period of three (3) years from the date of the grant and thereafter shall be exercisable in three annual installments, the first of which may be exercised for forty percent (40%) of the number of shares covered by the option on or after the third anniversary of the date of the grant and the second and third of which may be exercised on or after each successive anniversary date of the grant for thirty percent (30%) of the number of shares covered by the option.

5.04 As soon as administratively feasible after full execution of this Agreement, Interpublic will use its best efforts to have the Committee grant to Executive, an award of Twenty Thousand (20,000) restricted shares of Interpublic common stock which shares shall have a restriction period ending five years from the date of grant.

ARTICLE VI

Other Employment Benefits

6.01 Executive shall be elected a member of Interpublic's Development Council, which shall entitle him to an automobile allowance of Ten Thousand

Dollars ($10,000) per annum and a financial planning allowance of Five Thousand Dollars ($5,000) per annum.

6.02 Executive shall be eligible to participate in such other employee benefits as are available from time to time to other Interpublic key management executives in accordance with the then-current terms and conditions established by Interpublic for eligibility and employee contributions required for participation in such benefits opportunities.

ARTICLE VII

Termination

7.01 Interpublic may terminate the employment of Executive hereunder:

(i) By giving Executive notice in writing at any time specifying a termination date not less than twelve (12) months after the date on which such notice is given, in which event his employment hereunder shall terminate on the date specified in such notice; or;

(ii) By giving him notice in writing at any time specifying a termination date less than twelve (12) months after the date on which such notice is given. In this event his employment hereunder shall terminate on the date specified in such notice and Interpublic shall thereafter pay him a sum equal to the amount by which twelve (12) months salary at his then current rate exceeds the salary paid to him for the period from the date on which such notice is given to the termination date specified in such notice. Such payment shall be made during the period immediately following the termination date specified in such notice, in successive equal monthly installments each of which shall be equal to one month's salary at the rate in effect at the time of such termination, with any residue in respect of a period less than one month to be paid together with the last installment.

(iii) However, with respect to any payments of salary due to Executive after notice of termination shall have been given pursuant to Subsection 7.01 (i), should Executive commence other employment during the period when payments thereunder are being made, said payments shall cease forthwith. Moreover, with respect to any payment of salary or salary equivalents to Executive after notice of termination shall have been given pursuant to Subsection 7.01 (ii), should Executive commence other employment prior to the last payment due under that subsection, no further payments shall be made to Executive.

7.02 Executive may at any time give notice in writing to Interpublic specifying a termination date not less than twelve (12) months after the date on which such notice is given, in which event his employment hereunder shall terminate on the date specified in such notice.

7.03 If the employment of Executive hereunder is terminated pursuant to this Article VII by either Interpublic or Executive, Executive shall continue to perform his duties hereunder until the termination date at his salary in effect on the date that notice of such termination is given.

7.04 Notwithstanding anything else in this Agreement, Interpublic may terminate the employment of Executive hereunder for Cause. For purposes of this Agreement, "Cause" means any of the following:

(a) any material breach by Executive of any material provision of this Agreement (including without limitation Sections 8.01 and 8.02 hereof) upon written notice of same by the Interpublic describing in reasonable detail the breach asserted and stating that it constitutes notice pursuant to this Section

7.04 (a), which breach, if capable of being cured, has not been cured within 30 days after such notice (it being understood and agreed that a breach of Section 8.01 or 8.02 hereof and a breach of Executive's duty to devote his full business time to the affairs of Interpublic, among others, shall be deemed not capable of being cured);

(b) Executive's absence from duty for a period of time exceeding fifteen (15) consecutive business days or twenty (20) out of any (30) consecutive business days (other than account of permitted vacation or as permitted for illness, disability or authorized leave in accordance with Interpublic's policies and procedures) without the consent of the Board of

Directors;

(c) Executive having commenced employment with another employer prior to the effective date of Executive's voluntary resignation from employment with Interpublic under Section 7.02 hereof without the consent of the Board of Directors of Interpublic;

(d) misappropriation by Executive of funds or property of Interpublic or any attempt by Executive to secure any personal profit related to the business of Interpublic (other than as permitted by this Agreement) and not fairly disclosed to and approved by the Board of Directors;

(e) fraud, dishonesty, disloyalty, gross negligence or willful misconduct on the part of Executive in the performance of his duties as an employee of Interpublic; or

(f) a felony conviction of Executive. Upon a termination for Cause, Interpublic shall pay Executive his salary and benefits through the date of termination of employment; and Executive shall receive no severance hereunder.

7.05 If Executive dies before May 31, 2004 or the end of the five year term of this Agreement, his employment hereunder shall terminate on the date of his death.

ARTICLE VIII

Covenants

8.01 While Executive is employed hereunder by Interpublic he shall not without the prior written consent of Interpublic engage, directly or indirectly, in any other trade, business or employment, or have any interest, direct or indirect, in any other business, firm or Corporation; provided, however, that he may continue to own or may hereafter acquire any securities of any class of any publicly-owned company.

8.02 Executive shall treat as confidential and keep secret the affairs of Interpublic and shall not at any time during the term of employment or thereafter, without the prior written consent of Interpublic, divulge, furnish or make known or accessible to, or use for the benefit of, anyone other than Interpublic and its subsidiaries and affiliates any information of a confidential nature relating in any way to the business of Interpublic or its subsidiaries or affiliates or their clients and obtained by him in the course of his employment hereunder.

8.03 If Executive violates any provision of Section 8.01 or Section 8.02, Interpublic may, notwithstanding the provisions of Section 7.01, terminate the employment of Executive at any time by giving him notice in writing specifying a termination date. In such event, his employment hereunder shall terminate on the date specified in such notice.

8.04 All records, papers and documents kept or made by Executive relating to the business of Interpublic or its subsidiaries or affiliates or their clients shall be and remain the property of Interpublic.

8.05 All articles invented by Executive, processes discovered by him, trademarks, designs, advertising copy and art work, display and promotion materials and, in general, everything of value conceived or created by him pertaining to the business of Interpublic or any of its subsidiaries or affiliates during the term of employment, and any and all rights of every nature whatever thereto, shall immediately become the property of Interpublic, and Executive will assign, transfer and deliver all patents, copyrights, royalties, designs and copy, and any and all interests and rights whatever thereto and thereunder to Interpublic, without further compensation, upon notice to him from Interpublic.

8.06 Following the termination of Executive's employment hereunder for any reason, Executive shall not for a period of twenty-four (24) months from such termination either: (a) solicit any employee of Interpublic to leave such employ to enter the employ of Executive or of any Interpublic or enterprise with which Executive is then associated, or (b) solicit or handle on Executive's own behalf or on behalf of any other person, firm or Interpublic, the advertising, public relations, sales promotion or market research business of any advertiser which is a client of Interpublic at the time of such termination.

ARTICLE IX

Assignment

9.01 This Agreement shall be binding upon and enure to the benefit of the successors and assigns of Interpublic. Neither this Agreement nor any rights hereunder shall be assignable by Executive and any such purported assignment by him shall be void.

ARTICLE X

Arbitration

10.01 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including claims involving alleged legally protected rights, such as claims for age discrimination in violation of the Age Discrimination in Employment Act of 1967, as amended, Title VII of the Civil Rights Act, as amended, and all other federal and state law claims for defamation, breach of contract, wrongful termination and any other claim arising because of Executive's employment, termination of employment or otherwise, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and Section 12.01 hereof, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in the city where Executive customarily renders services to Interpublic.

ARTICLE XI

Agreement Entire

11.01 This Agreement, along with a separate ESBA and Executive Severance Agreement, constitutes the entire understanding between Interpublic and Executive concerning his employment by Interpublic or any of its parents, affiliates or subsidiaries and supersedes any and all previous agreements between Executive and Interpublic or any of its parents, affiliates or subsidiaries concerning such employment, and/or any compensation or bonuses.

This Agreement may not be changed orally.

ARTICLE XII

Applicable Law

12.01 The Agreement shall be governed by and construed in accordance with the laws of the State of New York.

THE INTERPUBLIC GROUP OF
COMPANIES, INC.

By: /s/ C. Kent Kroeber

C. Kent Kroeber

/s/ Sean F. Orr

Sean F. Orr

EXHIBIT 10(b)(i)(b)

EXECUTIVE SPECIAL BENEFIT AGREEMENT

AGREEMENT made as of May 1, 1999, by and between THE INTERPUBLIC GROUP OF COMPANIES, INC., a corporation of the State of Delaware (hereinafter referred to as "Interpublic") and SEAN F. ORR (hereinafter referred to as "Executive").

W I T N E S S E T H:

WHEREAS, Executive is in the employ of Interpublic and/or one or more of its subsidiaries (Interpublic and its subsidiaries being hereinafter referred to collectively as the "Corporation"); and

WHEREAS, Interpublic and Executive desire to enter into an Executive Special Benefit Agreement which shall be supplementary to any employment agreement or arrangement which Executive now or hereinafter may have with respect to Executive's employment by Interpublic or any of its subsidiaries;

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I

Death and Special Retirement Benefits

1.01 For purposes of this Agreement the "Accrual Term" shall mean the period of ninety-six (96) months beginning on the date of this Agreement and ending on the day preceding the eighth anniversary hereof or on such earlier date on which Executive shall cease to be in the employ of the Corporation.

1.02 The Corporation shall provide Executive with the following benefits contingent upon Executive's compliance with all the terms and conditions of this Agreement and Executive's satisfactory completion of a physical examination in connection with an insurance policy on the life of Executive which Interpublic or its assignee (other than Executive) proposes to obtain and own. Effective at the end of the Accrual Term, Executive's annual compensation will be increased by Fifty Thousand Dollars ($50,000) if Executive is in the employ of the Corporation at that time.

1.03 If, during the Accrual Term or thereafter during a period of employment by the Corporation which is continuous from the date of this Agreement, Executive shall die while in the employ of the Corporation, the Corporation shall pay to such beneficiary or beneficiaries as Executive shall have designated pursuant to Section 1.07 (or in the absence of such designation, shall pay to the Executor of the Will or the Administrator of the Estate of Executive) survivor income payments of One Hundred and Sixty Five Thousand Dollars ($165,000) per annum for fifteen (15) years following Executive's death, such payments to be made on January 15th of each of the fifteen (15) years beginning with the year following the year in which Executive dies.

1.04 If, after a continuous period of employment from the date of this Agreement, Executive shall retire from the employ of the Corporation so that the first day on which Executive is no longer in the employ of the Corporation occurs on or after Executive's sixtieth birthday, the Corporation shall pay to Executive special retirement benefits at the rate of One Hundred and Sixty Five Thousand Dollars ($165,000) per annum for fifteen (15) years beginning with the calendar month following Executive's last day of employment, such payments to be made in equal monthly installments.

1.05 If, after a continuous period of employment from the date of this Agreement, Executive shall retire, resign, or be terminated from the employ of the Corporation so that the first day on which Executive is no longer in the employ of the Corporation occurs on or after Executive's fifty-fifth birthday but prior to Executive's sixtieth birthday, the Corporation shall pay to Executive special retirement benefits at the annual rates set forth below for fifteen years beginning with the calendar month following Executive's last day of employment, such payments to be made in equal monthly installments:

Last Day of Employment	Annual Rate
On or after 55th birthday but prior to 56th birthday	$115,500
On or after 56th birthday but prior to 57th birthday	$125,400
On or after 57th birthday but prior to 58th birthday	$135,300
On or after 58th birthday but prior to 59th birthday	$145,200
On or after 59th birthday but prior to 60th birthday	$155,100

1.06 If, following such termination of employment, Executive shall die before payment of all of the installments provided for in Section 1.04 or Section 1.05, any remaining installments shall be paid to such beneficiary or beneficiaries as Executive shall have designated pursuant to Section 1.07 or, in the absence of such designation, to the Executor of the Will or the Administrator of the Estate of Executive.

1.07 For purposes of Sections 1.03, 1.04 and 1.05, or any of them, Executive may at any time designate a beneficiary or beneficiaries by filing with the chief personnel officer of Interpublic a Beneficiary Designation Form provided by such officer. Executive may at any time, by filing a new Beneficiary Designation Form, revoke or change any prior designation of beneficiary.

1.08 If Executive shall die while in the employ of the Corporation, no sum shall be payable pursuant to Sections 1.04, 1.05, 1.06, 2.01, 2.02 or 2.03.

1.09 In connection with the life insurance policy referred to in Section 1.02, Interpublic has relied on written representations made by Executive concerning Executive's age and the state of Executive's health. If said representations are untrue in any material respect, whether directly or by omission, and if the Corporation is damaged by any such untrue representations, no sum shall be payable pursuant to Sections 1.03, 1.04, 1.05, 1.06, 2.01, 2.02 or 2.03.

1.10 It is expressly agreed that Interpublic or its assignee (other than Executive) shall at all times be the sole and complete owner and beneficiary of the life insurance policy referred to in Sections 1.02 and 1.09, shall have the unrestricted right to use all amounts and exercise all options and privileges thereunder without the knowledge or consent of Executive or Executive's designated beneficiary or any other person and that neither Executive nor Executive's designated beneficiary nor any other person shall have any right, title or interest, legal or equitable, whatsoever in or to such policy.

ARTICLE II

Alternative Deferred Compensation

2.01 If Executive shall, for any reason other than death, cease to be employed by the Corporation on a date prior to Executive's fifty-fifth birthday, the Corporation shall, in lieu of any payment pursuant to Article I of this Agreement, compensate Executive by payment, at the times and in the manner specified in Section 2.02, of a sum computed at the rate of Fifty Thousand Dollars ($50,000) per annum for each full year and proportionate amount for any part year from the date of this Agreement to the date of such termination during which Executive is in the employ of the Corporation with a maximum payment of Fifty Thousand Dollars ($50,000). Such payment shall be conditional upon Executive's compliance with all the terms and conditions of this Agreement.

2.02 The aggregate compensation payable under Section 2.01 shall be paid in equal consecutive monthly installments commencing with the first month in which Executive is no longer in the employ of the Corporation and continuing for a number of months equal to the number of months which have elapsed from the date of this Agreement to the commencement date of such payments, up to a maximum of ninety-six (96) months.

2.03 If Executive dies while receiving payments in accordance with the provisions of Section 2.02, any installments payable in accordance with the provisions of Section 2.02 less any amounts previously paid Executive in accordance therewith, shall be paid to the Executor of the Will or the Administrator of the Estate of Executive.

2.04 It is understood that none of the payments made in accordance with this Agreement shall be considered for purposes of determining benefits under the Interpublic Pension Plan, nor shall such sums be entitled to credits equivalent to interest under the Plan for Credits Equivalent to Interest on Balances of Deferred Compensation Owing under Employment Agreements adopted effective as of January 1, 1974 by Interpublic.

ARTICLE III

Non-solicitation of Clients or Employees

3.01 Following the termination of Executive's employment hereunder for any reason, Executive shall not for a period of twenty-four months either (a) solicit any employee of the Corporation to leave such employ to enter the employ of Executive or of any corporation or enterprise with which Executive is then associated or (b) solicit or handle on Executive's own behalf or on behalf of any other person, firm or corporation, the advertising, public relations, sales promotion or market research business of any advertiser which is a client of the Corporation at the time of such termination.

ARTICLE IV

Assignment

4.01 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Interpublic. Neither this Agreement nor any rights hereunder shall be subject in any matter to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by Executive, and any such attempted action by Executive shall be void. This Agreement may not be changed orally, nor may this Agreement be amended to increase the amount of any benefits that are payable pursuant to this Agreement or to accelerate the payment of any such benefits.

ARTICLE V

Contractual Nature of Obligation

5.01 The liabilities of the Corporation to Executive pursuant to this Agreement shall be those of a debtor pursuant to such contractual obligations as are created by the Agreement. Executive's rights with respect to any benefit to which Executive has become entitled under this Agreement, but which Executive has not yet received, shall be solely the rights of a general unsecured creditor of the Corporation.

ARTICLE VI

Applicable Law

6.01 This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

THE INTERPUBLIC GROUP OF
COMPANIES, INC.

By: /s/ C. Kent Kroeber

C. Kent Kroeber

/s/ Sean F. Orr

Sean F. Orr

EXHIBIT 10(b)(i)(c)

EXECUTIVE SEVERANCE AGREEMENT

This AGREEMENT ("Agreement") dated April 27, 1999 by and between The Interpublic Group of Companies, Inc. ("Interpublic"), a Delaware corporation (Interpublic and its subsidiaries being referred to herein collectively as the "Company"), and SEAN F. ORR (the "Executive").

W I T N E S S E T H

WHEREAS, the Company recognizes the valuable services that the Executive has rendered thereto and desires to be assured that the Executive will

continue to attend to the business and affairs of the Company without regard to any potential or actual change of control of Interpublic;

WHEREAS, the Executive is willing to continue to serve the Company but desires assurance that he will not be materially disadvantaged by a change of control of Interpublic; and

WHEREAS, the Company is willing to accord such assurance provided that, should the Executive's employment be terminated consequent to a change of control, he will not for a period thereafter engage in certain activities that could be detrimental to the Company;

NOW, THEREFORE, in consideration of the Executive's continued service to the Company and the mutual agreements herein contained, Interpublic and the Executive hereby agree as follows:

ARTICLE I

RIGHT TO PAYMENTS

Section 1.1. Triggering Events. If Interpublic undergoes a Change of Control, the Company shall make payments to the Executive as provided in article II of this Agreement. If, within two years following a Change of Control, either (a) the Company terminates the Executive other than by means of a termination for Cause or for death or (b) the Executive resigns for a Good Reason (either of which events shall constitute a "Qualifying Termination"), the Company shall make payments to the Executive as provided in article III hereof.

Section 1.2. Change of Control. A Change of Control of Interpublic shall be deemed to have occurred if (a) any person (within the meaning of Sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (the "1934 Act")), other than Interpublic or any of its majority-controlled subsidiaries, becomes the beneficial owner (within the meaning of Rule 13d-3 under the 1934 Act) of 30 percent or more of the combined voting power of Interpublic's then outstanding voting securities; (b) a tender offer or exchange offer (other than an offer by Interpublic or a majority-controlled subsidiary), pursuant to which 30 percent or more of the combined voting power of Interpublic's then outstanding voting securities was purchased, expires; (c) the stockholders of Interpublic approve an agreement to merge or consolidate with another corporation (other than a majority-controlled subsidiary of Interpublic) unless Interpublic's shareholders immediately before the merger or consolidation are to own more than 70 percent of the combined voting power of the resulting entity's voting securities; (d) Interpublic's stockholders approve an agreement (including, without limitation, a plan of liquidation) to sell or otherwise dispose of all or substantially all of the business or assets of Interpublic; or (e) during any period of two consecutive years, individuals who, at the beginning of such period, constituted the Board of Directors of Interpublic cease for any reason to constitute at least a majority thereof, unless the election or the nomination for election by Interpublic's stockholders of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period. However, no Change of Control shall be deemed to have occurred by reason of any transaction in which the Executive, or a group of persons or entities with which the Executive acts in concert, acquires, directly or indirectly, more than 30 percent of the common stock or the business or assets of Interpublic.

Section 1.3. Termination for Cause. Interpublic shall have Cause to terminate the Executive for purposes of Section 1.1 of this Agreement only if, following the Change of Control, the Executive (a) engages in conduct that constitutes a felony under the laws of the United States or a state or country in which he works or resides and that results or was intended to result, directly or indirectly, in the personal enrichment of the Executive at the Company's expense; (b) refuses (except by reason of incapacity due to illness or injury) to make a good faith effort to substantially perform his duties with the Company on a full-time basis and continues such refusal for 15 days following receipt of notice from the Company that his effort is deficient; or (c) deliberately and materially breaches any agreement between himself and the Company and fails to remedy that breach within 30 days following notification thereof by the Company. If the Company has Cause to terminate the Executive, it may in fact terminate him for Cause for purposes of section 1.1 hereof if (a) it notifies the Executive of such Cause, (b) it gives him reasonable opportunity to appear before a majority of Interpublic's Board of Directors to respond to the notice of Cause and (c) a majority of the Board of Directors subsequently votes to terminate him.

Section 1.4. Resignation for Good Reason. The Executive shall have a Good Reason for resigning only if (a) the Company fails to elect the Executive to, or removes him from, any office of the Company, including without limitation membership on any Board of Directors, that the Executive held immediately prior to the Change of Control; (b) the Company reduces the Executive's rate of regular cash and fully vested deferred base compensation ("Regular Compensation") from that which he earned immediately prior to the Change of Control or fails to increase it within 12 months following the Change of Control by (in addition to any increase pursuant to section 2.2 hereof) at least the average of the rates of increase in his Regular Compensation during the four consecutive 12-month periods immediately prior to the Change of Control (or, if fewer, the number of 12-month periods immediately prior to the Change of Control during which the Executive was continuously employed by the Company); (c) the Company fails to provide the Executive with fringe benefits and/or bonus plans, such as stock option, stock purchase, restricted stock, life insurance, health, accident, disability, incentive, bonus, pension and profit sharing plans ("Benefit or Bonus Plans"), that, in the aggregate, (except insofar as the Executive has waived his rights thereunder pursuant to article II hereof) are as valuable to him as those that he enjoyed immediately prior to the Change of Control; (d) the Company fails to provide the Executive with an annual number of paid vacation days at least equal to that to which he was entitled immediately prior to the Change of Control; (e) the Company breaches any agreement between it and the Executive (including this Agreement); (f) without limitation of the foregoing clause (e), the Company fails to obtain the express assumption of this Agreement by any successor of the Company as provided in section 6.3 hereof; (g) the Company attempts to terminate the Executive for Cause without complying with the provisions of section 1.3 hereof; (h) the Company requires the Executive, without his express written consent, to be based in an office outside of the office in which Executive is based on the date hereof or to travel substantially more extensively than he did prior to the Change of Control; or (i) the Executive determines in good faith that the Company has, without his consent, effected a significant change in his status within, or the nature or scope of his duties or responsibilities with, the Company that obtained immediately prior to the Change of Control (including but not limited to, subjecting the Executive's activities and exercise of authority to greater immediate supervision than existed prior to the Change of Control); provided, however, that no event designated in clauses (a) through (i) of this sentence shall constitute a Good Reason unless the Executive notifies Interpublic that the Company has committed an action or inaction specified in clauses (a) through (i) (a "Covered Action") and the Company does not cure such Covered Action within 30 days after such notice, at which time such Good Reason shall be deemed to have arisen. Notwithstanding the immediately preceding sentence, no action by the Company shall give rise to a Good Reason if it results from the Executive's termination for Cause or death or from the Executive's resignation for other than a Good Reason, and no action by the Company specified in clauses (a) through (i) of the preceding sentence shall give rise to a Good Reason if it results from the Executive's Disability. If the Executive has a Good Reason to resign, he may in fact resign for a Good Reason for purposes of section 1.1 of this Agreement by, within 30 days after the Good Reason arises, giving Interpublic a minimum of 30 and a maximum of 90 days advance notice of the date of his resignation.

Section 1.5. Disability. For all purposes of this Agreement, the term "Disability" shall have the same meaning as that term has in the Interpublic Long-Term Disability Plan.

ARTICLE II

PAYMENTS UPON A CHANGE OF CONTROL

Section 2.1. Elections by the Executive. If the Executive so elects prior to a Change of Control, the Company shall pay him, within 30 days following the Change of Control, cash amounts in respect of certain Benefit or Bonus Plans or deferred compensation arrangements designated in sections 2.2 through 2.4 hereof ("Plan Amounts"). The Executive may make an election with respect to the Benefit or Bonus Plans or deferred compensation arrangements covered under any one or more of sections 2.2 through 2.4, but an election with respect to any such section shall apply to all Plan Amounts that are specified therein. Each election shall be made by notice to Interpublic on a form satisfactory to Interpublic and, once made, may be revoked by such notice on such form at any time prior to a Change of Control. If the Executive elects to receive payments under a section of this article II, he shall, upon receipt of such payments, execute a waiver, on a form satisfactory to Interpublic, of such rights as are indicated in that section. If the Executive does not make an election under this article with respect to a Benefit or Bonus Plan or deferred compensation arrangement, his rights to receive payments in respect thereof shall be governed by the Plan or arrangement itself.

Section 2.2. ESBA. The Plan Amount in respect of all Executive Special Benefit Agreements ("ESBA's") between the Executive and Interpublic shall consist of an amount equal to the present discounted values, using the Discount Rate designated in section 5.8 hereof as of the date of the Change of Control, of all payments that the Executive would have been entitled to receive under the ESBA's if he had terminated employment with the Company on the day immediately prior to the Change of Control. Upon receipt of the Plan Amount in respect of the ESBA's, the Executive shall waive any rights that he may have to payments under the ESBA's. If the Executive makes an election pursuant to, and executes the waiver required under, this section 2.2, his Regular Compensation shall be increased as of the date of the Change of Control at an annual rate equal to the sum of the annual rates of deferred compensation in lieu of which benefits are provided the Executive under any ESBA the Accrual Term for which (as defined in the ESBA) includes the date of the Change of Control.

Section 2.3. MICP. The Plan Amount in respect of the Company's Management Incentive Compensation Plans ("MICP") and/or the 1997 Performance Incentive Plan ("1997 PIP") shall consist of an amount equal to the sum of all amounts awarded to the Executive under, but deferred pursuant to, the MICP and/or the 1997 PIP as of the date of the Change of Control and all amounts equivalent to interest creditable thereon up to the date that the Plan Amount is paid. Upon receipt of that Plan Amount, the Executive shall waive his rights to receive any amounts under the MICP and/or the 1997 PIP that were deferred prior to the Change of Control and any interest equivalents thereon.

Section 2.4. Deferred Compensation. The Plan Amount in respect of deferred compensation (other than amounts referred to in other sections of this article II) shall be an amount equal to all compensation from the Company that the Executive has earned and agreed to defer (other than through the Interpublic Savings Plan pursuant to Section 401(k) of the Internal Revenue Code (the "Code") but has not received as of the date of the Change of Control, together with all amounts equivalent to interest creditable thereon through the date that the Plan Amount is paid. Upon receipt of this Plan Amount, the Executive shall waive his rights to receive any deferred compensation that he earned prior to the date of the Change of Control and any interest equivalents thereon.

Section 2.5. Stock Incentive Plans. The effect of a Change of Control on the rights of the Executive with respect to options and restricted shares awarded to him under the Interpublic 1986 Stock Incentive Plan, the 1996 Stock Incentive Plan and the 1997 Performance Incentive Plan, shall be governed by those Plans and not by this Agreement.

ARTICLE III

PAYMENTS UPON QUALIFYING TERMINATION

Section 3.1. Basic Severance Payment. In the event that the Executive is subjected to a Qualifying Termination within two years after a Change of Control, the Company shall pay the Executive within 30 days after the effective date of his Qualifying Termination (his "Termination Date") a cash amount equal to his Base Amount times the number designated in Section 5.9 of this Agreement (the "Designated Number"). The Executive's Base Amount shall equal the average of the Executive's Includable Compensation for the two whole calendar years immediately preceding the date of the Change of Control (or, if the Executive was employed by the Company for only one of those years, his Includable Compensation for that year). The Executive's Includable Compensation for a calendar year shall consist of (a) the compensation reported by the Company on the Form W-2 that it filed with the Internal Revenue Service for that year in respect of the Executive or which would have been reported on such form but for the fact that Executive's services were performed outside of the United States, plus (b) any compensation payable to the Executive during that year the receipt of which was deferred at the Executive's election or by employment agreement to a subsequent year, minus (c) any amounts included on the Form W-2 (or which would have been included if Executive had been employed in the United States) that represented either (i) amounts in respect of a stock option or restricted stock plan of the Company or (ii) payments during the year of amounts payable in prior years but deferred at the Executive's election or by employment agreement to a subsequent year. The compensation referred to in clause (b) of the immediately preceding sentence shall include, without limitation, amounts initially payable to the Executive under the MICP or a Long-Term Performance Incentive Plan or the 1997 PIP in that year but deferred to a subsequent year, the amount of deferred compensation for the year in lieu of which benefits are provided the Executive under an ESBA and amounts of Regular Compensation earned by the Executive during the year but deferred to a subsequent year (including amounts deferred under Interpublic Savings Plan pursuant to Section 401(k) of the Code); clause (c) of such sentence shall include, without limitation, all amounts equivalent to interest paid in respect of deferred amounts and all amounts of Regular Compensation paid during the year but earned in a prior year and deferred.

Section 3.2. MICP Supplement. The Company shall also pay the Executive within 30 days after his Termination Date a cash amount equal to (a) in the event that the Executive received an award under the MICP (or the Incentive Award program applicable outside the United States) or the 1997 PIP ("Incentive Award") in respect of the year immediately prior to the year that includes the Termination Date (the latter year constituting the "Termination Year"), the amount of that award multiplied by the fraction of the Termination Year preceding the Termination Date or (b) in the event that the Executive did not receive an MICP award (or an Incentive Award) in respect of the year immediately prior to the Termination Year, the amount of the MICP award (or Incentive Award) that Executive received in respect of the second year immediately prior to the Termination Year multiplied by one plus the fraction of the Termination Year preceding the Termination Date.

ARTICLE IV

TAX MATTERS

Section 4.1. Withholding. The Company may withhold from any amounts payable to the Executive hereunder all federal, state, city or other taxes that the Company may reasonably determine are required to be withheld pursuant to any applicable law or regulation, but, if the Executive has made the election provided in section 4.2 hereof, the Company shall not withhold amounts in respect of the excise tax imposed by Section 4999 of the Code or its successor.

Section 4.2. Disclaimer. If the Executive so agrees prior to a Change of Control by notice to the Company in form satisfactory to the Company, the amounts payable to the Executive under this Agreement but not yet paid thereto shall be reduced to the largest amounts in the aggregate that the Executive could receive, in conjunction with any other payments received or to be received by him from any source, without any part of such amounts being subject to the excise tax imposed by Section 4999 of the Code or its successor. The amount of such reductions and their allocation among amounts otherwise payable to the Executive shall be determined either by the Company or by the Executive in consultation with counsel chosen (and compensated) by him, whichever is designated by the Executive in the aforesaid notice to the Company (the "Determining Party"). If, subsequent to the payment to the Executive of amounts reduced pursuant to this section 4.2, the Determining Party should reasonably determine, or the Internal Revenue Service should assert against the party other than the Determining Party, that the amount of such reductions was insufficient to avoid the excise tax under Section 4999 (or the denial of a deduction under Section 280G of the Code or its successor), the amount by which such reductions were insufficient shall, upon notice to the other party, be deemed a loan from the Company to the Executive that the Executive shall repay to the Company within one year of such reasonable determination or assertion, together with interest thereon at the applicable federal rate provided in section 7872 of the Code or its successor. However, such amount shall not be deemed a loan if and to the extent that repayment thereof would not eliminate the Executive's liability for any Section 4999 excise tax.

ARTICLE V

COLLATERAL MATTERS

Section 5.l. Nature of Payments. All payments to the Executive under this Agreement shall be considered either payments in consideration of his continued service to the Company, severance payments in consideration of his past services thereto or payments in consideration of the covenant contained in section 5.l0 hereof. No payment hereunder shall be regarded as a penalty to the Company.

Section 5.2. Legal Expenses. The Company shall pay all legal fees and expenses that the Executive may incur as a result of the Company's contesting the validity, the enforceability or the Executive's interpretation of, or determinations under, this Agreement. Without limitation of the foregoing, Interpublic shall, prior to the earlier of (a) 30 days after notice from the Executive to Interpublic so requesting or (b) the occurrence of a Change of Control, provide the Executive with an irrevocable letter of credit in the amount of $100,000 from a bank satisfactory to the Executive against which the Executive may draw to pay legal fees and expenses in connection with any attempt to enforce any of his rights under this Agreement. Said letter of credit shall not expire before 10 years following the date of this Agreement.

Section 5.3. Mitigation. The Executive shall not be required to mitigate the amount of any payment provided for in this Agreement either by seeking other employment or otherwise. The amount of any payment provided for herein shall not be reduced by any remuneration that the Executive may earn from employment with another employer or otherwise following his Termination Date.

Section 5.4. Setoff for Debts. The Company may reduce the amount of any payment due the Executive under article III of this Agreement by the amount of any debt owed by the Executive to the Company that is embodied in a written instrument, that is due to be repaid as of the due date of the payment under this Agreement and that the Company has not already recovered by setoff or otherwise.

Section 5.5. Coordination with Employment Contract. Payments to the Executive under article III of this Agreement shall be in lieu of any payments for breach of any employment contract between the Executive and the Company to which the Executive may be entitled by reason of a Qualifying Termination, and, before making the payments to the Executive provided under article III hereof, the Company may require the Executive to execute a waiver of any rights that he may have to recover payments in respect of a breach of such contract as a result of a Qualifying Termination. If the Executive has a Good Reason to resign and does so by providing the notice specified in the last sentence of section l.4 of this Agreement, he shall be deemed to have satisfied any notice requirement for resignation, and any service requirement following such notice, under any employment contract between the Executive and the Company.

Section 5.6. Benefit of Bonus Plans. Except as otherwise provided in this Agreement or required by law, the Company shall not be compelled to include the Executive in any of its Benefit or Bonus Plans following the Executive's Termination Date, and the Company may require the Executive, as a condition to receiving the payments provided under article III hereof, to execute a waiver of any such rights. However, said waiver shall not affect any rights that the Executive may have in respect of his participation in any Benefit or Bonus Plan prior to his Termination Date.

Section 5.7. Funding. Except as provided in section 5.2 of this Agreement, the Company shall not be required to set aside any amounts that may be necessary to satisfy its obligations hereunder. The Company's potential obligations to make payments to the Executive under this Agreement are solely contractual ones, and the Executive shall have no rights in respect of such payments except as a general and unsecured creditor of the Company.

Section 5.8. Discount Rate. For purposes of this Agreement, the term "Discount Rate" shall mean the applicable Federal short-term rate determined under Section 1274(d) of the Code or its successor. If such rate is no longer determined, the Discount Rate shall be the yield on 2-year Treasury notes for the most recent period reported in the most recent issue of the Federal Reserve Bulletin or its successor, or, if such rate is no longer reported therein, such measure of the yield on 2-year Treasury notes as the Company may reasonably determine.

Section 5.9. Designated Number. For purposes of this Agreement, the Designated Number shall be Two (2.0). Section 5.10. Covenant of Executive. In the event that the Executive undergoes a Qualifying Termination that entitles him to any payment under article III of this Agreement, he shall not, for 18 months following his Termination Date, either (a) solicit any employee of Interpublic or a majority-controlled subsidiary thereof to leave such employ and enter into the employ of the Executive or any person or entity with which the Executive is associated or (b) solicit or handle on his own behalf or on behalf of any person or entity with which he is associated the advertising, public relations, sales promotion or market research business of any advertiser that is a client of Interpublic or a majority-controlled subsidiary thereof as of the Termination Date. Without limitation of any other remedies that the Company may pursue, the Company may enforce its rights under this section 5.l0 by means of injunction. This section shall not limit any other right or remedy that the

Company may have under applicable law or any other agreement between the Company and the Executive.

ARTICLE VI

GENERAL PROVISIONS

Section 6.l. Term of Agreement. This Agreement shall terminate upon the earliest of (a) the expiration of five years from the date of this Agreement if no Change of Control has occurred during that period; (b) the termination of the Executive's employment with the Company for any reason prior to a Change of Control; (c) the Company's termination of the Executive's employment for Cause or death, the Executive's compulsory retirement within the provisions of 29 U.S.C. ss.631(c) (or, if Executive is not a citizen or resident of the United States, compulsory retirement under any applicable procedure of the Company in effect immediately prior to the change of control) or the Executive's resignation for other than Good Reason, following a Change of Control and the Company's and the Executive's fulfillment of all of their obligations under this Agreement; and (d) the expiration following a Change of Control of the Designated Number plus three years and the fulfillment by the Company and the Executive of all of their obligations hereunder.

Section 6.2. Governing Law. Except as otherwise expressly provided herein, this Agreement and the rights and obligations hereunder shall be construed and enforced in accordance with the laws of the State of New York.

Section 6.3. Successors to the Company. This Agreement shall inure to the benefit of Interpublic and its subsidiaries and shall be binding upon and enforceable by Interpublic and any successor thereto, including, without limitation, any corporation or corporations acquiring directly or indirectly all or substantially all of the business or assets of Interpublic whether by merger, consolidation, sale or otherwise, but shall not otherwise be assignable by Interpublic. Without limitation of the foregoing sentence, Interpublic shall require any successor (whether direct or indirect, by merger, consolidation, sale or otherwise) to all or substantially all of the business or assets of Interpublic, by agreement in form satisfactory to the Executive, expressly, absolutely and unconditionally to assume and agree to perform this Agreement in the same manner and to the same extent as Interpublic would have been required to perform it if no such succession had taken place. As used in this agreement, "Interpublic" shall mean Interpublic as heretofore defined and any successor to all or substantially all of its business or assets that executes and delivers the agreement provided for in this section 6.3 or that becomes bound by this Agreement either pursuant to this Agreement or by operation of law.

Section 6.4. Successor to the Executive. This Agreement shall inure to the benefit of and shall be binding upon and enforceable by the Executive and his personal and legal representatives, executors, administrators, heirs, distributees, legatees and, subject to section 6.5 hereof, his designees ("Successors"). If the Executive should die while amounts are or may be payable to him under this Agreement, references hereunder to the "Executive" shall, where appropriate, be deemed to refer to his Successors.

Section 6.5. Nonalienability. No right of or amount payable to the Executive under this Agreement shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, hypothecation, encumbrance, charge, execution, attachment, levy or similar process or (except as provided in section 5.4 hereof) to setoff against any obligation or to assignment by operation of law. Any attempt, voluntary or involuntary, to effect any action specified in the immediately preceding sentence shall be void. However, this section 6.5 shall not prohibit the Executive from designating one or more persons, on a form satisfactory to the Company, to receive amounts payable to him under this Agreement in the event that he should die before receiving them.

Section 6.6. Notices. All notices provided for in this Agreement shall be in writing. Notices to Interpublic shall be deemed given when personally delivered or sent by certified or registered mail or overnight delivery service to The Interpublic Group of Companies, Inc., l27l Avenue of the Americas, New York, New York l0020, attention: Corporate Secretary. Notices to the Executive shall be deemed given when personally delivered or sent by certified or registered mail or overnight delivery service to the last address for the Executive shown on the records of the Company. Either Interpublic or the Executive may, by notice to the other, designate an address other than the foregoing for the receipt of subsequent notices.

Section 6.7. Amendment. No amendment of this Agreement shall be effective unless in writing and signed by both the Company and the Executive.

Section 6.8. Waivers. No waiver of any provision of this Agreement shall be valid unless approved in writing by the party giving such waiver. No waiver of a breach under any provision of this Agreement shall be deemed to be a waiver of such provision or any other provision of this Agreement or any subsequent breach. No failure on the part of either the Company or the Executive to exercise, and no delay in exercising, any right or remedy conferred by law or this Agreement shall operate as a waiver of such right or remedy, and no exercise or waiver, in whole or in part, of any right or remedy conferred by law or herein shall operate as a waiver of any other right or remedy.

Section 6.9. Severability. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part, such invalidity or unenforceability shall not affect any other provision of this Agreement or part thereof, each of which shall remain in full force and effect.

Section 6.l0. Captions. The captions to the respective articles and sections of this Agreement are intended for convenience of reference only and have no substantive significance. Section 6.ll. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE INTERPUBLIC GROUP OF
COMPANIES, INC.

By: /s/ C. Kent Kroeber

C. Kent Kroeber

/s/ Sean F. Orr

Sean F. Orr

EXHIBIT 10(b)(ii)(a)

EXECUTIVE SPECIAL BENEFIT AGREEMENT

AGREEMENT made as of March 13, 2000 by and between THE INTERPUBLIC GROUP OF COMPANIES, INC., a corporation of the State of Delaware (hereinafter referred to as "Interpublic") and EUGENE P. BEARD (hereinafter referred to as "Executive").

W I T N E S S E T H:

WHEREAS, Executive is in the employ of Interpublic and/or one or more of its subsidiaries (Interpublic and its subsidiaries being hereinafter referred to collectively as the "Corporation"); and

WHEREAS, Interpublic and Executive desire to enter into an Executive Special Benefit Agreement which shall be supplementary to any employment agreement or arrangement which Executive now or hereinafter may have with respect to Executive's employment by Interpublic or any of its subsidiaries;

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I

Death and Special Retirement Benefits

1.01 The Corporation shall provide Executive with the following benefits contingent upon Executive's compliance with all the terms and conditions of this Agreement.

1.02 If, during a period of employment by the Corporation which is continuous from the date of this Agreement, Executive shall die while in the employ of the Corporation, the Corporation shall pay to such beneficiary or beneficiaries as Executive shall have designated pursuant to Section 1.04 (or in the absence of such designation, shall pay to the Executor of the Will or the Administrator of the Estate of Executive) survivor income payments of Six Hundred Thousand Dollars ($600,000) per annum for fifteen (15) years following Executive's death, such payments to be made on January 15th of each of the fifteen (15) years beginning with the year following the year in which Executive dies.

1.03 Upon Executive's retirement from the employ of the Corporation the Corporation shall pay to Executive special retirement benefits at the rate of Six hundred Thousand Dollars ($600,000) per annum for fifteen (15) years following Executive's last day of employment, such payments to be made on January 15th of each of the fifteen (15) years beginning with the calendar year following the year in which Executive retires.

1.04 For purposes of Sections 1.02 and 1.03, Executive may at any time designate a beneficiary or beneficiaries by filing with the chief personnel officer of Interpublic a Beneficiary Designation Form provided by such officer. Executive may at any time, by filing a new Beneficiary Designation Form, revoke or change any prior designation of beneficiary.

ARTICLE II

Assignment

2.01 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Interpublic. Neither this Agreement nor any rights hereunder shall be subject in any matter to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by Executive, and any such attempted action by Executive shall be void. This Agreement may not be changed orally, nor may this Agreement be amended to increase the amount of any benefits that are payable pursuant to this Agreement or to accelerate the payment of any such benefits.

ARTICLE III

Contractual Nature of Obligation

3.01 The liabilities of the Corporation to Executive pursuant to this Agreement shall be those of a debtor pursuant to such contractual obligations as are created by the Agreement. Executive's rights with respect to any benefit to which Executive has become entitled under this Agreement, but which Executive has not yet received, shall be solely the rights of a general unsecured creditor of the Corporation.

ARTICLE IV

General Provisions

4.01 It is understood that none of the payments made in accordance with this Agreement shall be considered for purposes of determining benefits under the Interpublic Pension Plan, nor shall such sums be entitled to credits equivalent to interest under the Plan for Credits Equivalent to Interest on Balances of Deferred Compensation Owing under Employment Agreement adopted effective as of January 1, 1974 by Interpublic.

4.02 This Agreement shall be governed by and construed in accordance with the Employee Retirement Income Security Act of 1974, as amended, and to the extent not preempted thereby, the laws of the State of New York.

THE INTERPUBLIC GROUP OF
COMPANIES, INC.

By: /s/ C. Kent Kroeber

C. Kent Kroeber

/s/ Eugene P. Beard

Eugene P. Beard

EXHIBIT 10(b)(ii)(b)

January 17, 2000

PERSONAL & CONFIDENTIAL

REVISED

Mr. Eugene P. Beard
Vice Chairman - Finance & Operations
The Interpublic Group of Companies, Inc.
1271 Avenue of the Americas
New York, New York 10020

Dear Gene:

The purpose of this letter is to request that you continue your full-time employment and responsibilities through February 28, 2000. We believe at this particular time, the activities in which you are involved require your continued employment to such date.

Our request alters to a degree our previous agreed upon arrangements detailed in my letter to you of October 27, 1998. Therefore, we feel it appropriate to propose some restructuring of the previous agreement along the following:

1. Timing

You continue in your current role through February 28, 2000. Effective March 1, 2000 you would relinquish your corporate responsibilities, IPG Directorship and Chairmanship of Finance Committee and become an Employee Consultant for the remainder of the year.

2. Compensation

- Employee Consultancy Compensation

  Effective March 1 through December 31, 2000 your monthly employee consultancy rate would be $30,000. You will retain your existing employee benefits.

- ERISA Benefit

  You currently have a commitment for a $400,000/A (payable for 15 years) ERISA benefit. Based on a formula recently adopted by the Compensation Committee (see attached) to determine ERISA benefits to select executives and to further reward you for extending your employment, we propose to increase your ERISA benefit to $600,000/A. For your information the ERISA formula was also reviewed and endorsed by the Todd Organization.

- Restricted Stock

  You were granted on May 5, 1999 60,000 (120,000 post split) shares of restricted stock that will lapse on January 1, 2002.

o Stock Options

You also were granted on October 10, 1998 150,000 (300,000 post split) stock options (@$26.125 per share) that will be 100% vested on January 1, 2000.

o L.T.P.I.P. - 1997-2000

Your award for this period includes 12,500 performance units and 270,000 options. You will be fully vested for this period.

o L.T.P.I.P. - 1999-2002

You have been granted 14,000 performance units and 140,000 stock options for this period. We previously committed to you that if you retired fully from the Company prior to January 1, 2001, you would be pro-rated from date of grant to date of retirement in this performance period.

We further committed that if you remained as an employee, employee consultant or consultant for any period subsequent to January 1, 2001, you would become 100% vested in the 1999-2002 grant period.

These commitments stand as originally offered.

3. Consultancy Continuation

We had previously agreed in 1996 that after your retirement from the Company you would for a period of time remain as an IPG consultant, at a rate to be determined, primarily to consult on The Interpublic Group of Companies, Inc. Benefit Protection Trust (Rabbi Trust). Although we do not expect this activity to be time consuming, it would be reassuring to us that you continue to consult in this area.

The above arrangements pretty much fit our original understanding as outlined in my letter of October 27, 1998. In many ways Gene you must as I do, take a lot of pride in what has been accomplished over the last 20 years. What has been built in comparison to what we inherited is short of I believe --- incredible. For this and all the other things accomplished, you have my unyielding respect and lasting gratitude.

Very best regards,

/s/ Philip H. Geier
Philip H. Geier

cc: Members of the Compensation Committee

EXHIBIT 10(b)(iii)(a)

November 1, 1999

Mr. Martin Puris

Chairman, CEO & Chief Creative Officer
Ammirati Puris Lintas
One Dag Hammarskjold
New York, New York

PERSONAL & CONFIDENTIAL

REVISED

Dear Martin:

The purpose of this letter is to detail the various elements regarding your departure from APL and the Interpublic Board. Based on our recent conversations and those communicated to us on your behalf by Phil Palazzo, the material elements of our agreement are as follows:

1. TIMING

Effective November 1, 1999, you will enter into a 14 month period (Notice Period) of Notice of Termination of Employment. As discussed, for the remainder of this year, we request and require that you actively assist in the transition of the merger of APL with The Lowe Group. During this time, you will be working with Frank and me to ensure that the clients and APL personnel have your positive support.

You will immediately resign from the IPG Board and relinquish your officer positions and become an Employee Consultant effective immediately. As an Employee Consultant, you will be immediately free to pursue other non-competitive interactive, Internet, e-Commerce, digital and similar type activities and ventures, but we do require you to keep us advised of such activities and ventures if they involve any clients, or competitors of The Interpublic Group of Companies. During the year 2000, we may require your advice, counsel or participation in various projects or events. We ask that you be available upon reasonable notice for such activities for reasonable period(s) of time.

2. NON-SOLICITATION OF CLIENTS AND PERSONNEL

For the period November 1, 1999 through December 31, 2002, you will not solicit or service on your own behalf or on behalf of any other person, firm or corporation, the advertising, public relations, sales promotion or market research business of any advertiser for which Interpublic and any of its divisions and subsidiaries had actively performed services for compensation during the 180-day period immediately prior to November 1, 1999 or to whom Interpublic had made a substantive presentation during such 180-day period.

3. SALARY CONTINUATION

You will continue through December 31, 2000 to be paid your full salary and enjoy your current employee medical, life, disability and benefit plans. Your current auto and club allowances will also continue.

You will be eligible to be considered for a 1999 MICP. At this particular time, we are not in a position to guarantee a specific amount.

4. DISPOSITION OF INCENTIVES

o L.T.P.I.P.

You will be vested under the 1997-2000 L.T.P.I.P. However, as a result of the merger, we are anticipating concluding early the 1997-2000 L.T.P.I.P. period at the end of 1999. In doing so, accrued values of performance units will be paid for the three years of the period (97-98-99) in March of 2000. Related stock options made in conjunction with the grant of performance units will be vested and become exercisable on January 1, 2001 and up to three years thereafter.

The 1999-2002 L.T.P.I.P. performance period is going to be restructured into a three year plan for current participants of APL and Lowe. The reformulated plan will begin in 2000. Under these circumstances, your 1999-2000 L.T.P.I.P. will be forfeited.

o Equity

You have two grants of restricted stock which will be disposed of as follows:

Restricted Stock Grant of 7-30-95 - 105,000 shares. These shares will be released to you July 30, 2000.

Restricted Stock Grant of 7-28-99 - 70,000 shares. These shares will be pro-rated from date of grant to your last day of employment as an Employee Consultant (12-31-2000) and released to you in January 2001 (estimated number of shares 33,055).

o Stock Options

On July 28, 1999 you were granted 130,000 performance based stock options. In accordance with the provisions of that grant, all or part of these options would have been exercisable to you at the end of a three year period based on the cumulative compound performance growth of APL for that period. Since that event will not take place, these shares will be forfeited.

o Executive Special Benefit Arrangement (E.S.B.A.)

On July 28, 1999 the Compensation Committee approved a $300,000/per annum payment for 15 years under an existing E.S.B.A. commencing at age 63. To compensate you for the hypothetical loss of your performance options and the unmeasurable 1999-2002 L.T.P.I.P. grant, you may elect to start the 15 year payment of your E.S.B.A. effective January 1, 2001.

5. CAR AND DRIVER

You will retain the use of your current car (Chevrolet Suburban) and driver through December 31, 2000. The Company will also be responsible during this period for any car related expenses which are currently paid for by the Company, eg. garage.

Effective January 1, 2001, you will be responsible for the lease on your other company supported auto which existing lease will be replaced by a new lease before the end of 1999 for a new Mercedes car.

6. SECRETARIAL SUPPORT

Effective immediately through July 30, 2000, the Company will provide you with your current secretarial support (ie. telephone, messages, mail, etc). We ask that you work out the logistics of such arrangement with Mr. Palazzo.

7. CLUB MEMBERSHIP

As mentioned above, those allowances applicable to current clubs will remain in effect through the Notice Period.

8. EXPENSES

During your Notice Period you may incur, on behalf of the Company, certain business expenses directly related to APL and currently related to the merger of APL with The Lowe Group. Such expenses should be submitted to Mr. Geier.

9. LIFETIME MEDICAL INSURANCE

You will be provided with applicable information on the Retiree Medical Insurance during the fourth quarter of next year in accordance with provision (Sec. 5.11) of your employment agreement dated August 31, 1994 as amended and extended through the date of this letter agreement.

Through December 31, 2000, you will however, retain your current medical Development Council benefits.

10. SPLIT DOLLAR LIFE INSURANCE AND DISABILITY INSURANCE

We will need to revisit this item since at this time we do not have the necessary information. We are in the process of obtaining the necessary information in order to determine the disposition of this benefit.

11. COMPANY OWNED ELECTRONIC EQUIPMENT

You may have in your possession Company owned computer and video equipment. You may elect to buy such equipment at its fair market value at the end of your period of Notice. We ask that you work out any details regarding such equipment with Vince Lubrano at the appropriate time.

12. OFFICE FURNITURE

You may retain all framed photographs, one leather side chair and one cartridge box side table which are currently in your office without payment to the Company. Also the Company acknowledges that the wall clock belongs to you.

It is with a sincere degree of sadness Martin, that I sign this letter. Personally we will remain friends and professionally I wish you the very best of success in your new endeavors.

If this agreement is acceptable to you, please sign the enclosed copy of this letter and return it to me.

Sincerely,

/s/ Philip H. Geier, Jr.

Philip H. Geier, Jr.

cc: L. Olsen, Chairman Compensation Committee
C.K. Kroeber
N. Camera
V. Lubrano

Consented and Agreed to:

/s/ Martin Puris

- -----------------

Martin Puris

EXHIBIT 10(d)(i)

August 31, 1999

Thomas J. Cox, Vice President
The Chase Manhattan Bank
600 Fifth Avenue, Fifth Floor
New York, New York 10020

Re: Credit Agreement dated June 25, 1996 between The Interpublic Group of Companies, Inc. and The Chase Manhattan Bank (formerly known as Chemical Bank) ($10,000,000)

Dear Tom:

We are writing to you in connection with the Credit Agreement between The Interpublic Group of Companies, Inc. and The Chase Manhattan Bank (formerly known as Chemical Bank) dated June 25, 1996, as amended by Amendment dated March 11, 1997 (the "Agreement"). Section 2.13 of the Agreement provides that the Borrower may request extension of the Commitment under the Agreement for an additional period of one year from the then current Termination Date.

Notwithstanding the procedures specified in Section 2.13 of the Agreement for requesting such extension, we hereby request that you extend the Commitment and the Termination Date of the Agreement to June 30, 2000. If you decide to grant this request, please so indicate by signing and returning the duplicate copy of this letter, which we have enclosed herewith.

We are making this request of the Bank in our capacity as Borrower and as Guarantor of the Subsidiary Loans of DraftWorldwide, Inc. and DraftWorldwide Holdings GmbH Germany, respectively.

Thank you.

Sincerely,

THE INTERPUBLIC GROUP OF COMPANIES, INC.

By: /s/ Marti Spears

Marti Spears, Assistant Treasurer

ACCEPTED AND AGREED:

THE CHASE MANHATTAN BANK
(formerly known as Chemical Bank)

By: /s/ Thomas Cox

Thomas Cox, Vice President

Date May 31, 1999
----

xc:	Chase	Interpublic	
	Shin Denneen	Steven Berns	Kenneth Mach
		Peter M. Davis	Theodore Paraskevas
		Barbara S. Gmora	Jordan H. Rednor

THE INTERPUBLIC GROUP OF COMPANIES, INC.

Certified Resolutions

I, Nicholas J. Camera, Secretary of The Interpublic Group of Companies, Inc., a Delaware corporation (hereinafter and in Annex 1 referred to as the "Corporation"), do hereby certify that set forth in Annex 1 hereto is a true and correct copy of resolutions duly adopted by the Finance Committee of the Board of Directors of the Corporation on July 13, 1999 and that such resolutions have not been amended or revoked and are in full force and effect to and including the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation as of this 13th day of July, 1999.

/s/ Nicholas J. Camera

Nicholas J. Camera

Annex 1

RESOLVED, that the following overdraft, loan and other guarantees and similar instruments, all of which are presently scheduled to expire in the near future, be and they hereby are extended to the dates and in the amounts indicated below; and further

RESOLVED, that the Vice Chairman-Finance and Operations, the Chief Financial Officer, the Senior Vice President-Financial Operations and the Vice President and the Treasurer and any Assistant Treasurer of the Corporation be, and each of them hereby is, authorized to execute and deliver such guarantees, letters of credit, agreements, applications and other documents, in such forms as shall be approved by the General Counsel or the Assistant General Counsel of the Corporation, and to take such further actions as shall be necessary or desirable to implement the foregoing resolution:

Guaranty Issued On Behalf of	Guaranty Issued to	Amount Currently Guaranteed	Amount to be Guaranteed Under Extension
DraftWorldwide	Chase Manhattan Bank (from 7/1/99 To 6/30/00)	US $10 Million	US $10 Million

THE INTERPUBLIC GROUP OF COMPANIES, INC.
COMPUTATION OF EARNINGS PER SHARE
(Dollars in Thousands Except Per Share Data)
Year Ended December 31

	1999	1998	1997	1996	1995
BASIC:					
Net income	$321,921	$309,905	$200,378	$214,619	$134,311
Weighted average number of common shares outstanding	278,923,346	270,970,652	260,499,892	260,594,738	255,605,266
Net income per share - Basic	$1.15	$1.14	$ .77	$ .82	$ .53
DILUTED:					
Net income	$321,921	$309,905	$200,378	$214,619	$134,311
After tax interest savings on assumed conversion of subordinated debentures(1)(2)	--	--	5,929	6,410	--
Add: Dividends paid net of related income tax applicable to the Restricted Stock Plan	631	541	447	384	461
Net income, as adjusted	$322,552	$310,446	$206,754	$221,413	$134,772
Weighted average number of common shares outstanding	278,923,346	270,970,652	260,499,892	260,594,738	255,605,266
Assumed conversion of subordinated debentures(1)(2)	--	5,320	8,020,582	8,933,004	--
Weighted average number of incremental shares in connection with assumed exercise of stock options	7,087,793	6,620,734	5,821,296	4,438,746	3,843,846
Weighted average number of incremental shares in connection with the Restricted Stock Plan	3,536,805	3,453,838	3,277,294	3,211,128	4,160,134
Total	289,547,942	281,050,544	277,619,064	277,177,616	263,609,246
Diluted Earnings Per Share Data:					
Net Income	$1.11	$1.10	$ .74	$ .80	$ .51

All share data for prior periods have been adjusted the two-for-one stock split effective July 15, 1999.

- ----------------

(1) The computation of diluted EPS for 1999 excludes the assumed conversion of the 1.87% and 1.80% Convertible Subordinated Notes due 2006 and 2004, respectively, because they were antidilutive.

(2) The computation of diluted EPS for 1998 and 1997 excludes the assumed conversion of the 1.80% Convertible Subordinated Notes due 2004 because they were antidilutive. Similarly, the computation of diluted EPS for 1995 excludes the assumed conversion of the 3 3/4% Convertible Subordinated Debentures due 2002 as they were antidilutive.

FINANCIAL HIGHLIGHTS
(Amounts in Thousands Except Per Share Data)

December 31	1999	1998	Percent Increase
Operating Data			
Gross Income	$ 4,561,518	$ 3,968,728	14.9%
Net Income	$ 321,921	$ 309,905	3.9%
Net Income Excluding Restructuring(1)	$ 373,358	$ 309,905	20.5%
Per Share Data(2)			
Diluted EPS	$ 1.11	$ 1.10	0.9%
Diluted EPS Excluding Restructuring (1)	$ 1.29	$ 1.10	17.3%
Cash Dividends	$ .33	$ .29	13.8%
Share Price at December 31	$ 57 11/16	$ 39 7/8	44.7%
Weighted-average shares			
Diluted	289,548	281,051	3.0%
Diluted Excluding Restructuring(1)	296,241	281,051	5.4%
Financial Position			
Cash and Cash Equivalents	$ 981,448	$ 760,508	29.1%
Total Assets	$ 8,727,255	$ 6,942,823	25.7%
Book Value Per Share(2)	$ 5.66	$ 4.53	24.9%
Return on Average Stockholders' Equity:			
As Reported	22.3%	27.1%	
Excluding Restructuring(1)	25.4%	27.1%	

Gross Income	
1999	$4,561,518
1998	$3,968,728
1997	$3,482,384
Diluted Earnings Per Share(2)	
1999 As Reported	$ 1.11
1999 Excluding Restructuring(1)	$ 1.29
1998	$ 1.10
1997	$ .74
Cash Dividends Per Share(2)	
1999	$ .33
1998	$ .29
1997	$ .25
Return On Average Stockholders' Equity	
1999 As Reported	22.3%
1999 Excluding Restructuring(1)	25.4%
1998	27.1%
1997	21.8%

- ----------
[FN]

(1) Excludes the impact of restructuring and other merger related costs.
(2) All share data for 1998 and 1997 has been adjusted to reflect the two-for-one stock split effective July 15, 1999.

THE INTERPUBLIC GROUP OF COMPANIES, INC. AND ITS SUBSIDIARIES
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

RESULTS OF OPERATIONS

The Company reported net income of $321.9 million or $1.11 diluted earnings per share for the year ended December 31, 1999. Excluding the impact of restructuring and other merger related costs, which are described in a subsequent section of this discussion, net income would have been $373.4 million or $1.29 diluted earnings per share, compared to $309.9 million or $1.10 diluted earnings per share for the year ended December 31, 1998 and $200.4 million or $.74 diluted earnings per share for the year ended December 31, 1997.

The following table sets forth net income and earnings per share before and after the restructuring and other merger related costs:

(Dollars in thousands)

	1999	1998	1997
Net income as reported	$ 321,921	$ 309,905	$ 200,378
Earnings per share			
Basic	$ 1.15	$ 1.14	$ .77
Diluted	$ 1.11	$ 1.10	$ .74
Net income before restructuring and other merger related costs	$ 373,358	$ 309,905	$ 200,378
Earnings per share			
Basic	$ 1.34	$ 1.14	$ .77
Diluted	$ 1.29	$ 1.10	$ .74

Revenue

Worldwide revenue from commissions and fees for 1999 was $4.4 billion, an increase of $583 million or 15.2% over 1998. Domestic revenue, which represented 52% of worldwide revenue in 1999, increased $359 million or 18.7% over 1998. International revenue, which represented 48% of worldwide revenue in 1999, increased $224 million or 11.7% over 1998. International revenue would have increased 16% excluding the effect of the strengthening of the U.S. dollar against major currencies. Revenue from other marketing communication services, which include sales promotion, internet services, independent media buying, healthcare marketing, market research, brand equity and corporate identity services, sports and event marketing, relationship (direct) marketing, public relations, and other related services, comprised approximately 40% of total worldwide revenue in 1999, compared to 33% in 1998. The increase in worldwide revenue is a result of both growth from new business gains and growth from acquisitions. Exclusive of acquisitions, worldwide revenue on a constant dollar basis increased 9% over 1998.

Worldwide revenue from commissions and fees for 1998 was $3.8 billion, an increase of $492 million or 14.7% over 1997. Domestic revenue, which represented 50% of worldwide revenue, increased $254 million or 15.2% over 1997. International revenue increased $237 million or $14.1% over 1997. International revenue would have increased about 19% excluding the effect of the strengthening of the U.S. dollar against major currencies.

Other Income, Net

Other income, net primarily consists of interest income, net gains from equity investments, cash discounts from media suppliers, and other miscellaneous items. Other income, net included gains from the Company's investments in various interactive based companies, including Nicholson NY, Inc., Lycos and USWEB in 1999, gains related to investments in USWEB, CKS Group, Inc. and Lycos in 1998, and gains on the sale of investments, including All American Communications, Inc. and CKS Group, Inc. in 1997. In the aggregate, annual net equity gains remained relatively constant during the three year period.

Operating Expenses

Worldwide operating expenses for 1999, excluding restructuring and other merger related costs, were $3.8 billion, an increase of 14% over 1998. Operating expenses outside the United States increased 10.2%, while domestic operating expenses increased 18.6%. These increases were commensurate with the increases in revenue. Worldwide operating expenses for 1998 were $3.3 billion, an increase of 12% over 1997, comprised of a 14.8% increase in international expenses and a 9.2% increase in domestic expenses.

Significant portions of the Company's expenses relate to employee compensation and various employee incentive and benefit programs, which are based primarily upon operating results. Salaries and related expenses were $2.5 billion in 1999 or 56.5% of revenue as compared to $2.2 billion in 1998 or 56.4% of revenue and $1.9 billion in 1997 or 57.1% of revenue. The year over year increase is a result of growth from acquisitions and new business gains.

In 1997, as part of its continuing cost containment efforts, the Company announced that it was curtailing its domestic pension plan effective April 1, 1998, and recorded pre-tax charges of approximately $16.7 million. The Company continues to sponsor a domestic defined contribution plan.

Office and general expenses were $1.3 billion in 1999, $1.2 billion in 1998, and $1.1 billion in 1997. The year over year increase is a result of the continued growth of the Company, which reflects in part an increase in the level of goodwill amortization related to acquisitions.

Interest Expense

Interest expense was $66 million in 1999, an increase of $8 million over 1998. The increase in 1999 was primarily attributable to the issuance of the 1.87% Convertible Subordinated Notes due 2006, issued in June 1999.

Special Compensation Charges

During 1997, Hill, Holliday, Connors, Cosmopolous, Inc. ("Hill Holliday"), a company acquired in a pooling of interests transaction in the second quarter of 1998, recorded special compensation charges of approximately $32 million.

Restructuring and Other Merger Related Costs

In October 1999, the Company announced the merger of two of its advertising networks. The networks affected, Lowe & Partners Worldwide and Ammirati Puris Lintas were combined to form a new agency network called Lowe Lintas & Partners Worldwide. The merger involves the consolidation of operations in Lowe Lintas agencies in approximately 24 cities in 22 countries around the world. Once complete, the newly merged agency network will have offices in over 80 countries around the world.

During the fourth quarter of 1999, the Company began execution of a comprehensive restructuring plan in connection with the merger. The plan includes headcount reductions, consolidation of real estate and the sale or disposition of certain investments, and is expected to be completed by June 30, 2000. The Company is pleased with the progress of the merger to date and expects the total costs to be in line with its original estimate.

The total pre-tax cost of the restructuring plan is expected to be between $170 and $190 million, ($100 to $115 million, net of tax). In the fourth quarter of 1999, the Company recognized pre-tax costs of $84.2 million ($51.4 million, net of tax or $.18 per diluted share), with the remainder expected to be recognized in the first two quarters of 2000.

A summary of the components of the total restructuring and other merger related costs, together with an analysis of the cash and non-cash elements, is as follows:

(Dollars in millions)

	1999	Cash	Non-Cash
TOTAL BY TYPE			
Severance and termination costs	$44.9	$27.0	$17.9
Fixed asset write-offs	11.1	--	11.1
Lease termination costs	3.8	3.8	--
Investment write-offs and other	24.4	1.1	23.3
Total	$84.2	$31.9	$52.3

The severance and termination costs recorded in 1999 relate to approximately 230 employees who have been terminated or notified that they will be terminated. The employee groups affected include executive and regional management, administrative, account management, creative and media production personnel, principally in the U.S. and U.K. The charge related to these individuals includes the cost of voluntary programs in certain locations and includes substantially all senior executives that will be terminated. As of December 31, 1999, the amount accrued related to severance and termination was approximately $42.6 million. During the fourth quarter of 1999, cash payments of $2.3 million were made.

The fixed assets write-off relates largely to the abandonment of leasehold improvements as part of the merger. The amount recognized in 1999 relates to fixed asset write-offs in 6 offices principally in the United States.

Lease termination costs relate to the offices vacated as part of the merger. The lease terminations are expected to be completed by mid-to-late 2000, with the cash portion to be paid out over a period of up to five years. As of December 31, 1999, the amount accrued related to these termination costs was $3.8 million.

The investment write-offs relate to the loss on sale or closing of certain business units. In 1999, $23 million has been recorded as a result of the decision to sell or abandon 4 European businesses. In the aggregate, the businesses being sold or abandoned represent an immaterial portion of the revenue and operations of Lowe Lintas & Partners. The write-off amount was computed based upon the difference between the estimated sales proceeds (if any) and the carrying value of the related assets. These sales or closures are expected to be completed by mid 2000.

The Company expects to benefit from the resulting reduction in employee related costs, compensation, benefits and space occupancy. These benefits will begin to be realized in the second half of 2000. It is anticipated that a significant portion of the savings will be offset by investments in creative talent, technology and other capabilities to support the acceleration of growth in the future. The Company anticipates that beginning 2001 its after-tax results of operations will benefit by between $20 to $25 million.

Other Items

Income applicable to minority interests increased by $5.3 million in 1999 and by $4.4 million in 1998. The 1999 and 1998 increase was primarily due to the strong performance of companies that were not wholly owned, as well as the acquisition of additional such entities during 1999 and 1998.

The Company's effective income tax rate was 40.4% in 1999, 41.2% in 1998 and 46.1% in 1997. The higher rate in 1997 was largely attributable to the special compensation charges recorded by Hill Holliday.

Cash Based Earnings

Management believes that cash based earnings are a relevant measure of financial performance as it better illustrates the Company's performance and ability to support growth. The Company defines cash based earnings as net income, adjusted to exclude goodwill amortization, net of tax where applicable. Cash based earnings are not calculated in the same manner by all companies and are intended to supplement, not replace, the other measures calculated in accordance with generally accepted accounting principles. Cash based earnings for the three years ending December 31, 1999, 1998, and 1997 were as follows:

(Amounts in thousands except per share data)

	1999	1998	1997
Net income as reported	$321,921	$309,905	$200,378
Restructuring and other merger related costs, net of tax	51,437	--	--
Net income, as adjusted	373,358	309,905	200,378
Add back goodwill amortization	74,280	55,835	41,110
Less related tax effect	(6,026)	(4,614)	(4,156)
Cash based earnings (as defined above)	$441,612	$361,126	$237,332
Per share amounts (diluted)	$1.52	$1.29	$.88

LIQUIDITY AND CAPITAL RESOURCES

The Company's financial position remained strong during 1999, with cash and cash equivalents at December 31, 1999, of $981.4 million, an increase of $220.9 million over the 1998 year-end balance. Working capital at December 31, 1999, was $130.9 million, which was $60.6 million higher than the level at the end of 1998. The increase in working capital was largely attributable to proceeds of approximately $300 million from the 1.87% Convertible Subordinated Notes due 2006 issued in June, 1999.

Historically, cash flow from operations has been the primary source of working capital and management believes that it will continue to be so in the future. Net cash provided by operating activities was $562 million, $498 million and $264 million for the years ended December 31, 1999, 1998, and 1997, respectively. The Company's working capital is used primarily to provide for the operating needs of its subsidiaries, which includes payments for space or time purchased from various media on behalf of clients. The Company's practice is to bill and collect from its clients in sufficient time to pay the amounts due for media on a timely basis. Other uses of working capital include the repurchase of the Company's common stock, payment of cash dividends, capital expenditures and acquisitions.

The Company acquires shares of its stock on an ongoing basis. During 1999, the Company purchased approximately 6.5 million shares of its common stock, compared to 4.9 million shares in 1998. The Company repurchases its stock for the purpose of fulfilling its obligations under various compensation plans.

The Company paid $90.4 million ($.33 per share) in dividends to stockholders in 1999, as compared to $76.9 million ($.29 per share) paid during 1998.

The Company's capital expenditures in 1999 were $149.7 million compared to $136.7 million in 1998 and $107.1 million in 1997. The primary purposes of these expenditures were to upgrade computer and telecommunications systems to better serve clients and to modernize offices.

During 1999, the Company paid approximately $550 million in cash and stock for new acquisitions, including a number of marketing communications companies to complement its existing agency systems and to optimally position itself in the ever-broadening communications marketplace. This amount includes the value of stock issued for pooled companies.

The Company and its subsidiaries maintain credit facilities in the United States and in countries where they conduct business to manage their future liquidity requirements. The Company's available short-term credit facilities were $510 million, of which $80 million were utilized at December 31, 1999, and $576 million, of which $118 million were utilized at December 31, 1998.

Return on average stockholders' equity was 22.3% in 1999 and 27.1% in 1998. Excluding restructuring and other merger related costs, return on average stockholders' equity was 25.4% in 1999. The decline in 1999 was primarily attributable to a $159 million increase in net unrealized holding gains on equity investments, which are included in stockholders' equity.

As discussed in Note 12, revenue from international operations was 48% of total revenue in 1999 and 50% of total revenue in both 1998 and 1997. The Company continuously evaluates and attempts to mitigate its exposure to foreign exchange, economic and political risks. The notional value and fair value of all outstanding forwards and options contracts at the end of the year were not significant. In addition, the economic developments in Brazil, which did not have a significant negative impact on the Company, were partially offset by the favorable impact due to the economic recovery in Japan.

The Company is not aware of any significant occurrences that could negatively impact its liquidity. However, should such a trend develop, the Company believes that there are sufficient funds available under its existing lines of credit and from internal cash-generating capabilities to meet future needs.

OTHER MATTERS

Internet-Services Companies

During 1999, the Company expanded its investment in internet-service and related companies. In December 1999, the Company announced the establishment of Zentropy Partners, a new global internet-services company that integrates the building and marketing of digital businesses. At its formation, Zentropy Partners had annualized revenue exceeding $50 million and was positioned to serve clients out of 11 offices in Europe and North America.

In April 1999, the Company invested $20 million for a minority interest in Icon Medialab International AB ("Icon"), a Swedish based internet consultancy. Later in the year, the Company increased its investment in Icon through the contribution of other investments and through additional cash purchases. At December 31, 1999, the fair market value of the Company's investment in Icon was $322 million.

In addition to the above, the Company maintains internet-service and related divisions at several of its major operating divisions and has made strategic investments in fourteen companies whose objectives revolve around consulting on the use of technology to benefit customers.

NFO Worldwide, Inc.

As more fully discussed in Note 15, on December 22, 1999 the Company entered into an agreement to acquire NFO Worldwide, Inc., a leading provider of research based marketing information and counsel to the business community. The acquisition, which will add one of the top three worldwide custom marketing research organizations and the single largest provider of internet-based marketing research to the Company's diverse group of advertising and communications-services companies, is expected to close in April 2000.

Year 2000 Issue

Pursuant to the Year 2000 issue, the Company had developed programs to address the possible exposures related to the impact of computer systems incorrectly recognizing the year 2000 or "00" as 1900. As a result of implementation of its programs, the Company did not experience any significant Year 2000 disruptions during the transition from 1999 to 2000, and since entering 2000, the Company has not experienced any significant Year 2000 disruptions to its business. In addition, the Company is not aware of any significant disruptions impacting its customers or suppliers. The Company will continue to monitor its computer systems over the next several months. However, the Company does not anticipate any significant impact related to Year 2000 problems that may affect its internal computer systems. The Company will also continue to monitor the activities of its business partners and critical suppliers and has developed contingency plans should business partners or critical suppliers experience any Year 2000 disruptions in the coming months.

Costs incurred to achieve Year 2000 readiness, which included modification to existing systems, replacement of non-compliant systems and consulting resources totaled $72 million. A total of $47 million was capitalized (related primarily to hardware and software that provided both Year 2000 readiness and increased the functionality of certain systems), and $25 million was expensed.

Cautionary Statement

Statements by the Company in this document are forward-looking statements as defined in the Private Securities Litigation Reform Act of 1995. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from those anticipated in the forward-looking statements.

New Accounting Guidance

In June 1998, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities" (SFAS 133), which had an initial adoption date by the Company of January 1, 2000. In June 1999, the FASB postponed the adoption date of SFAS 133 until January 1, 2001. The Company does not believe the effect of adopting SFAS 133 will be material to its financial condition.

Conversion to the Euro

On January 1, 1999, certain member countries of the European Union established fixed conversion rates between their existing currencies and the European Union's common currency (the "Euro"). The Company conducts business in member countries. The transition period for the introduction of the Euro will be between January 1, 1999, and June 30, 2002. The Company is addressing the issues involved with the introduction of the Euro. The major important issues facing the Company include: converting information technology systems; reassessing currency risk; negotiating and amending contracts; and processing tax and accounting records.

Based upon progress to date, the Company believes that use of the Euro will not have a significant impact on the manner in which it conducts its business affairs and processes its business and accounting records. Accordingly, conversion to the Euro has not, and is not expected to have a material effect on the Company's financial condition or results of operations.

REPORT OF INDEPENDENT ACCOUNTANTS

1301 Avenue of the Americas
New York, New York 10019

To the Board of Directors and Stockholders of
The Interpublic Group of Companies, Inc.

In our opinion, based upon our audits and the reports of other auditors, the accompanying consolidated balance sheets and the related consolidated statements of income, of cash flows, and of stockholders' equity and comprehensive income present fairly, in all material respects, the financial position of The Interpublic Group of Companies, Inc. and its subsidiaries (the "Company") at December 31, 1999 and 1998, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 1999, in conformity with accounting principles generally accepted in the United States. These financial statements are the responsibility of the Company's management; our responsibility is to express an opinion on these financial statements based on our audits. We did not audit the financial statements of International Public Relations plc ("IPR"), a wholly-owned subsidiary, which statements reflect revenues constituting approximately 6% of the related 1997 consolidated financial statement total. Additionally, we did not audit the financial statements of Hill, Holliday, Connors, Cosmopulos, Inc. ("Hill Holliday"), a wholly-owned subsidiary, which statements reflect total net loss constituting approximately 17% of the related 1997 consolidated financial statement total. Those statements were audited by other auditors whose reports thereon have been furnished to us, and our opinion expressed herein, insofar as it relates to the amounts included for IPR and Hill Holliday, is based solely on the reports of the other auditors. We conducted our audits of these statements in accordance with auditing standards generally accepted in the United States which 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, and evaluating the overall financial statement presentation. We believe that our audits and the reports of other auditors provide a reasonable basis for the opinion expressed above.

PricewaterhouseCoopers LLP
New York, New York
February 22, 2000

REPORT OF INDEPENDENT AUDITORS TO THE SHAREHOLDERS AND BOARD OF DIRECTORS OF INTERNATIONAL PUBLIC RELATIONS PLC

We have audited the consolidated statements of income, shareholders' equity and cash flows of International Public Relations plc and subsidiaries for the fourteen-month period ended 31 December 1997, all expressed in pounds sterling. These financial statements, which are not separately presented herein, are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with United Kingdom auditing standards, which do not differ in any significant respect from United States generally accepted auditing standards. 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. An audit also includes 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 financial statements referred to above present fairly, in all material respects, the consolidated financial position of the operations and the consolidated cash flows of International Public Relations plc and subsidiaries for the fourteen-month period ended 31 December 1997 in conformity with United States generally accepted accounting principles.

Ernst & Young
London
3 February 1999

REPORT OF INDEPENDENT AUDITORS

Board of Directors
Hill, Holliday, Connors, Cosmopulos, Inc.

We have audited the consolidated statements of operations, stockholders' equity (deficit) and cash flows of Hill, Holliday, Connors, Cosmopulos, Inc. and Subsidiaries (the Company) for the twelve months ended December 31, 1997, not separately presented herein. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. 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. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated results of operations and cash flows of Hill, Holliday, Connors, Cosmopulos, Inc. and Subsidiaries for the twelve-month period ended December 31, 1997 in conformity with generally accepted accounting principles.

Ernst & Young LLP
Boston, Massachusetts
March 13, 1998

FINANCIAL STATEMENTS
THE INTERPUBLIC GROUP OF COMPANIES, INC. AND ITS SUBSIDIARIES
CONSOLIDATED BALANCE SHEET
DECEMBER 31
(Dollars in Thousands Except Per Share Data)

ASSETS	1999	1998
CURRENT ASSETS:		
Cash and cash equivalents (includes certificates of deposit: 1999-$150,343; 1998-$152,064)	$ 981,448	$ 760,508
Marketable securities	36,765	31,733
Receivables (net of allowance for doubtful accounts: 1999-$57,841; 1998-$53,093)	4,309,589	3,522,616
Expenditures billable to clients	309,059	276,610
Prepaid expenses and other current assets	130,983	137,183
Total current assets	5,767,844	4,728,650
OTHER ASSETS:		
Investment in unconsolidated affiliates	50,079	47,561
Deferred taxes on income	--	97,350
Other investments and miscellaneous assets	717,521	348,262
Total other assets	767,600	493,173
FIXED ASSETS, AT COST:		
Land and buildings	143,079	95,228
Furniture and equipment	732,115	650,037
	875,194	745,265
Less: accumulated depreciation	480,648	420,864
	394,546	324,401
Unamortized leasehold improvements	139,777	115,200
Total fixed assets	534,323	439,601
Intangible assets (net of accumulated amortization: 1999-$579,067; 1998-$504,787)	1,657,488	1,281,399
TOTAL ASSETS	$8,727,255	$6,942,823

FINANCIAL STATEMENTS
THE INTERPUBLIC GROUP OF COMPANIES, INC. AND ITS SUBSIDIARIES
CONSOLIDATED BALANCE SHEET
DECEMBER 31
(Dollars in Thousands Except Per Share Data)

LIABILITIES AND STOCKHOLDERS' EQUITY	1999	1998
CURRENT LIABILITIES:		
Payable to banks	$ 261,951	$ 214,464
Accounts payable	4,541,669	3,613,699
Accrued expenses	675,596	624,517
Accrued income taxes	157,713	205,672
Total current liabilities	5,636,929	4,658,352
NONCURRENT LIABILITIES:		
Long-term debt	348,772	298,691
Convertible subordinated debentures and notes	518,490	207,927
Deferred compensation and reserve for termination allowances	343,606	319,526
Deferred taxes on income	41,429	--
Accrued postretirement benefits	48,730	48,616
Other noncurrent liabilities	82,585	88,691
Minority interests in consolidated subsidiaries	78,643	55,928
Total noncurrent liabilities	1,462,255	1,019,379
STOCKHOLDERS' EQUITY:		
Preferred Stock, no par value shares authorized: 20,000,000 shares issued: none		
Common Stock, $.10 par value shares authorized: 550,000,000 shares issued: 1999 - 297,137,345; 1998 - 291,445,158	29,714	29,145
Additional paid-in capital	738,953	652,692
Retained earnings	1,325,306	1,101,792
Accumulated other comprehensive loss, net of tax	(76,404)	(160,476)
	2,017,569	1,623,153
Less:		
Treasury stock, at cost: 1999 - 9,479,772 shares; 1998 - 12,374,344 shares	312,463	286,713
Unamortized expense of restricted stock grants	77,035	71,348
Total stockholders' equity	1,628,071	1,265,092
Commitments and contingencies		
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$8,727,255	$6,942,823

All share data for 1998 has been adjusted to reflect the two-for-one stock split effective July 15, 1999.

The accompanying notes are an integral part of these financial statements.

FINANCIAL STATEMENTS
THE INTERPUBLIC GROUP OF COMPANIES, INC. AND ITS SUBSIDIARIES
CONSOLIDATED STATEMENT OF INCOME
YEAR ENDED DECEMBER 31
(Amounts in Thousands Except Per Share Data)

	1999	1998	1997
Commissions and fees	$ 4,427,303	$ 3,844,340	$ 3,352,776
Other income, net	134,215	124,388	129,608
Gross income	4,561,518	3,968,728	3,482,384
Salaries and related expenses	2,503,273	2,167,931	1,913,356
Office and general expenses	1,322,583	1,179,227	1,075,176
Interest expense	66,422	58,699	57,793
Special compensation charges	--	--	32,229
Restructuring and other merger related costs	84,183	--	--
Total costs and expenses	3,976,461	3,405,857	3,078,554
Income before provision for income taxes	585,057	562,871	403,830
Provision for income taxes	236,339	232,005	186,246
Income of consolidated companies	348,718	330,866	217,584
Income applicable to minority interests	(33,426)	(28,125)	(23,754)
Equity in net income of unconsolidated affiliates	6,629	7,164	6,548
Net Income	$ 321,921	$ 309,905	$ 200,378
Per Share Data:			
Basic EPS	$ 1.15	$ 1.14	$ .77
Diluted EPS	$ 1.11	$ 1.10	$ .74
Weighted average shares:			
Basic	278,923	270,971	260,500
Diluted	289,548	281,051	277,619

All share data for 1998 and 1997 has been adjusted to reflect the two-for-one stock split effective July 15, 1999.

The accompanying notes are an integral part of these financial statements.

FINANCIAL STATEMENTS
THE INTERPUBLIC GROUP OF COMPANIES, INC. AND ITS SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31
(Dollars in Thousands)

	1999	1998	1997
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	$ 321,921	$ 309,905	$ 200,378
Adjustments to reconcile net income to cash provided by operating activities:			
Depreciation and amortization of fixed assets	115,733	103,029	84,371
Amortization of intangible assets	74,280	55,835	41,110
Amortization of restricted stock awards	25,926	20,272	16,222
Stock bonus plans/ESOP	--	--	1,389
Provision for (benefit of) deferred income taxes	10,714	(12,941)	7,743
Noncash pension plan charges	--	--	16,700
Equity in net income of unconsolidated affiliates	(6,629)	(7,164)	(6,548)
Income applicable to minority interests	33,426	28,125	23,754
Translation losses/(gains)	2,768	1,847	(319)
Special compensation charges	--	--	31,553
Net gain on investments	(43,390)	(40,465)	(44,626)
Restructuring costs, non-cash	52,264	--	--
Other	(8,533)	9,519	(11,092)
Change in assets and liabilities, net of acquisitions:			
Receivables	(813,416)	(243,966)	(340,804)
Expenditures billable to clients	(22,838)	(25,988)	(46,512)
Prepaid expenses and other assets	(119,520)	(40,079)	(26,967)
Accounts payable and accrued expenses	975,370	305,076	296,849
Accrued income taxes	(55,952)	20,108	2,311
Deferred compensation and reserve for termination allowances	20,184	14,398	18,397
Net cash provided by operating activities	562,308	497,511	263,909
CASH FLOWS FROM INVESTING ACTIVITIES:			
Acquisitions, net	(250,404)	(121,751)	(90,297)
Capital expenditures	(149,716)	(136,738)	(107,065)
Proceeds from sales of assets	70,454	27,483	114,023
Net (purchases of) proceeds from marketable securities	(9,114)	3,934	324
Investment in unconsolidated affiliates	(12,567)	(16,660)	(8,371)
Net cash used in investing activities	(351,347)	(243,732)	(91,386)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Increase in short-term borrowings	47,592	15,304	31,188
Proceeds from long-term debt	363,792	12,253	256,337
Payments of long-term debt	(31,118)	(25,882)	(31,223)
Proceeds from ESOP	--	7,420	--
Treasury stock acquired	(300,524)	(164,928)	(144,094)
Issuance of common stock	62,892	33,688	37,750
Cash dividends - Interpublic	(90,424)	(76,894)	(61,242)
Cash dividends - pooled companies	--	(2,847)	(10,770)
Net cash provided by (used in) financing activities	52,210	(201,886)	77,946
Effect of exchange rates on cash and cash equivalents	(42,231)	11,604	(41,892)
Increase in cash and cash equivalents	220,940	63,497	208,577
Cash and cash equivalents at beginning of year	760,508	697,011	488,434
Cash and cash equivalents at end of year	$ 981,448	$ 760,508	$ 697,011

The accompanying notes are an integral part of these financial statements.

FINANCIAL STATEMENTS
THE INTERPUBLIC GROUP OF COMPANIES, INC. AND ITS SUBSIDIARIES
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY AND COMPREHENSIVE INCOME
FOR THE THREE-YEAR PERIOD ENDED DECEMBER 31, 1999
(Dollars in Thousands)

	Common Stock (par value $.10)	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (loss)	Treasury Stock	Unamortized Expense of Restricted Stock Grants	Unearned ESOP Plan	Total
BALANCES, DECEMBER 31, 1998	$29,145	$652,692	$1,101,792	$(160,476)	$(286,713)	$(71,348)	$ --	$1,265,092
Comprehensive income:								
Net income			$ 321,921					$ 321,921
Adjustment for minimum pension liability				17,965				17,965
Change in market value of securities available-for-sale				158,607				158,607
Foreign currency translation adjustment				(92,500)				(92,500)
Total comprehensive income								$405,993
Cash dividends - IPG			(90,424)					(90,424)
Equity adjustments- pooled companies			(7,796)					(7,796)
Awards of stock under Company plans:								
Achievement stock and incentive awards		198			333			531
Restricted stock, net of forfeitures	66	36,902			(7,927)	(5,687)		23,354
Employee stock purchases	40	19,068						19,108
Exercise of stock options, including tax benefit	276	81,539						81,815
Purchase of Company's own stock					(300,524)			(300,524)
Issuance of shares for acquisitions		(51,446)			282,368			230,922
Par value of shares issued for two-for-one stock split	187		(187)					--
BALANCES, DECEMBER 31, 1999	$29,714	$738,953	$1,325,306	$ (76,404)	$(312,463)	$(77,035)	$ --	$1,628,071

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(Dollars in Thousands)

	Common Stock (par value $.10)	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (loss)	Treasury Stock	Unamortized Expense of Restricted Stock Grants	Unearned ESOP Plan	Total
BALANCES, DECEMBER 31, 1997	$28,715	$515,892	$871,843	$(159,771)	$(171,088)	$(56,634)	$(7,420)	$1,021,537
Comprehensive income:								
Net income			$309,905					$ 309,905
Adjustment for minimum pension liability				(23,405)				(23,405)
Change in market value of securities available-for-sale				(2,516)				(2,516)
Foreign currency translation adjustment				25,216				25,216
Total comprehensive income								$ 309,200
Cash dividends - IPG			(76,894)					(76,894)
Equity adjustments-pooled companies			(2,847)					(2,847)
Awards of stock under Company plans:								
Achievement stock and incentive awards		274			110			384
Restricted stock, net of forfeitures	63	36,619			(2,406)	(14,714)		19,562
Employee stock purchases	26	13,325						13,351
Exercise of stock options, including tax benefit	123	42,518						42,641
Purchase of Company's own stock					(164,928)			(164,928)
Issuance of shares for acquisitions		43,062			51,599			94,661
Conversion of convertible debentures	3	1,002						1,005
Payments from ESOP							7,420	7,420
Par value of shares issued for two-for-one stock split	215		(215)					--
BALANCES, DECEMBER 31, 1998	$29,145	$ 652,692	$1,101,792	$(160,476)	$(286,713)	$(71,348)	$ --	$1,265,092

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THE INTERPUBLIC GROUP OF COMPANIES, INC. AND ITS SUBSIDIARIES
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FOR THE THREE-YEAR PERIOD ENDED DECEMBER 31, 1999
(Dollars in Thousands)

	Common Stock (par value $.10)	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (loss)	Treasury Stock	Unamortized Expense of Restricted Stock Grants	Unearned ESOP Plan	Total
BALANCES, DECEMBER 31, 1996	$13,641	$246,063	$759,987	$ (96,972)	$ (49,082)	$(47,350)	$(7,800)	$ 818,487
Comprehensive income:								
Net income			$200,378					$ 200,378
Adjustment for minimum pension liability				(228)				(228)
Change in market value of securities available-for-sale				12,405				12,405
Foreign currency translation adjustment				(74,976)				(74,976)
Total comprehensive income								$137,579
Cash dividends - IPG			(61,242)					(61,242)
Equity adjustments- pooled companies			(12,922)					(12,922)
Awards of stock under Company plans:								
Achievement stock and incentive awards		787			175			962
Restricted stock, net of forfeitures	53	27,821			(3,664)	(9,284)		14,926
Employee stock purchases	23	9,684						9,707
Exercise of stock options, including tax benefit	138	40,855						40,993
Purchase of Company's own stock					(144,094)			(144,094)
Issuance of shares for acquisitions		49,877			25,577			75,454
Conversion of convertible debentures	443	118,357						118,800
Par value of shares issued for three-for-two stock split	59							59
Payments from ESOP							380	380
Special compensation charges		27,324						27,324
Deferred stock bonus charges		(4,876)						(4,876)
Par value of shares issued for two-for-one stock split	14,358		(14,358)					--
BALANCES, DECEMBER 31, 1997	$28,715	$515,892	$871,843	$(159,771)	$(171,088)	$(56,634)	$(7,420)	$1,021,537

The accompanying notes are an integral part of these financial statements.

All share data for 1999, 1998 and 1997 has been adjusted to reflect the two-for-one stock split effective July 15, 1999.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

The Company is a worldwide provider of advertising agency and related services. The Company conducts business through the following subsidiaries: McCann-Erickson WorldGroup, The Lowe Group, DraftWorldwide, Initiative Media Worldwide, International Public Relations, Octagon, Zentropy Partners, Allied Communications Group, and other related companies. The Company also has arrangements through association with local agencies in various parts of the world. Other "marketing communications" activities conducted by the Company include sales promotion, internet services, independent media buying, healthcare marketing, market research, brand equity and corporate identity services, sports and event marketing, relationship (direct) marketing, public relations and other related services.

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its subsidiaries, most of which are wholly owned. The Company also has certain investments in unconsolidated affiliates that are carried on the equity basis. The Company acquired five companies in 1998 which were accounted for as poolings of interests. The Company's consolidated financial statements, including the related notes, have been restated as of the earliest period presented to include the results of operations, financial position and cash flows of the 1998 pooled entities in addition to all prior pooled entities.

Short-term and Long-term Investments

The Company's investments in marketable and equity securities are categorized as available-for-sale securities, as defined by Statement of Financial Accounting Standards No. 115 (SFAS 115), "Accounting for Certain Investments in Debt and Equity Securities". Unrealized holding gains and losses are reflected as a net amount within stockholders' equity until realized. The cost of securities sold is based on the average cost of securities when computing realized gains and losses.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period.
Actual results could differ from those estimates.

Translation of Foreign Currencies

Balance sheet accounts are translated principally at rates of exchange prevailing at the end of the year except for fixed assets and related depreciation in countries with highly inflationary economies which are translated at rates in effect on dates of acquisition. Revenue and expense accounts are translated at average rates of exchange in effect during each year. Translation adjustments are included within stockholders' equity except for countries with highly inflationary economies, in which case they are included in current operations.

Commissions, Fees and Costs

Commissions and fees are generally recognized when media placements appear and production costs are incurred. Salaries and other agency costs are generally expensed as incurred.

Depreciation and Amortization

Depreciation is computed principally using the straight-line method over estimated useful lives of the related assets, ranging generally from 3 to 20 years for furniture and equipment and from 10 to 45 years for various component parts of buildings.

Leasehold improvements and rights are amortized over the terms of related leases. Company policy provides for the capitalization of all major expenditures for renewal and improvements and for current charges to income for repairs and maintenance.

Long-lived Assets
The excess of purchase price over the fair value of net tangible assets acquired is amortized on a straight-line basis over periods not exceeding 40 years.

The Company evaluates the recoverability of the carrying value of long-lived assets whenever events or changes in circumstances indicate that the net book value of an operation may not be recoverable. If the sum of projected future undiscounted cash flows of an operation is less than its carrying value, an impairment loss is recognized. The impairment loss is measured by the excess of the carrying value over fair value based on estimated discounted future cash flows or other valuation measures.

Income Taxes
Deferred income taxes reflect the impact of temporary differences between the amount of assets and liabilities recognized for financial reporting purposes and such amounts recognized for income tax purposes.

Earnings per Common and Common Equivalent Share
The Company applies the principles of Statement of Financial Accounting Standards No. 128 (SFAS 128), "Earnings Per Share". Basic earnings per share is based on the weighted-average number of common shares outstanding during each year. Diluted earnings per share also includes common equivalent shares applicable to grants under the stock incentive and stock option plans and the assumed conversion of convertible subordinated debentures and notes, if they are determined to be dilutive.

Treasury Stock
Treasury stock is acquired at market value and is recorded at cost. Issuances are accounted for on a first-in, first-out basis.

Concentrations of Credit Risk
The Company's clients are in various businesses, located primarily in North America, Latin America, Europe and the Asia Pacific Region. The Company performs ongoing credit evaluations of its clients. Reserves for credit losses are maintained at levels considered adequate by management. The Company invests its excess cash in deposits with major banks and in money market securities. These securities typically mature within 90 days and bear minimal risk.

Segment Reporting
The Company provides advertising and many other closely related marketing communications services. All of these services fall within one reportable segment as defined in Statement of Financial Accounting Standards No. 131 (SFAS 131), "Disclosures about Segments of an Enterprise and Related Information."

Accounting for Derivative Instruments and Hedging Activities
In June 1998, the FASB issued Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities" (SFAS 133), which had an initial adoption date by the Company of January 1, 2000. In June 1999, the FASB postponed the adoption date of SFAS 133 until January 1, 2001. SFAS 133 will require the Company to record all derivatives on the balance sheet at fair value. Changes in derivative fair values will either be recognized in earnings as offsets to the changes in fair value of related hedged assets, liabilities and firm commitments or for forecasted transactions, deferred and later recognized in earnings at the same time as the related hedged transactions. The impact of SFAS 133 on the Company's financial statements will depend on a variety of factors, including the future level of forecasted and actual foreign currency transactions, the extent of the Company's hedging activities, the type of hedging instruments used and the effectiveness of such instruments. However, the Company does not believe the effect of adopting SFAS 133 will be material to its financial condition or results of operations.

Reclassifications
Certain amounts for prior years have been reclassified to conform to current year presentation.

NOTE 2: STOCKHOLDERS' EQUITY

On July 15, 1999, the stockholders approved a two-for-one stock split, effected in the form of a payment of a 100 percent stock dividend to stockholders of record on June 29, 1999. The number of shares of common stock reserved for issuance pursuant to various plans under which stock is issued was increased by 100 percent. The two-for-one stock split has been reflected retroactively in the consolidated financial statements and all per share data, shares, and market prices of the Company's common stock included in the consolidated financial statements and notes thereto have been adjusted to give effect to the stock split.

Comprehensive Income

Accumulated other comprehensive income (loss) amounts are reflected net of tax in the consolidated financial statements as follows:

(Dollars in thousands)

	Foreign Currency Translation Adjustment	Unrealized Holding Gains/ (Losses)	Minimum Pension Liability Adjustment	Total Accumulated Other Comprehensive Income/ (Loss)
Balances, December 31, 1996	$ (83,993)	$ --	$(12,979)	$ (96,972)
Current-period change	(74,976)	12,405	(228)	(62,799)
Balances, December 31, 1997	$(158,969)	$ 12,405	$(13,207)	$(159,771)
Current-period change	25,216	(2,516)	(23,405)	(705)
Balances, December 31, 1998	$(133,753)	$ 9,889	$(36,612)	$(160,476)
Current-period change	(92,500)	158,607	17,965	84,072
Balances, December 31, 1999	$(226,253)	$168,496	$(18,647)	$ (76,404)

The foreign currency translation adjustments are not tax-effected. See Note 13 for additional discussion of unrealized holding gains on investments.

NOTE 3: EARNINGS PER SHARE

In accordance with SFAS 128, the following is a reconciliation of the components of the basic and diluted EPS computations for income available to common stockholders for the year ended December 31:

(Dollars in Thousands Except Per Share Data)

	1999			1998			1997		
	Income	Shares	Per Share Amount	Income	Shares	Per Share Amount	Income	Shares	Per Share Amount
BASIC EPS									
Income available to common stockholders	$321,921	278,923,346	$1.15	$309,905	270,970,652	$1.14	$200,378	260,499,892	$.77
Effect of Dilutive Securities:									
Options		7,087,791			6,620,734			5,821,296	
Restricted stock	631	3,536,805		541	3,453,838		447	3,277,294	
3 3/4% Convertible subordinated debentures	--	--		--	5,320		5,929	8,020,582	
DILUTED EPS	$322,552	289,547,942	$1.11	$310,446	281,050,544	$1.10	$206,754	277,619,064	$.74

The computation of diluted EPS for 1999, 1998, and 1997 excludes the assumed conversion of the 1.80% Convertible Subordinated Notes and the 1999 computation also excludes the 1.87% Convertible Subordinated Notes (See Note 10) because they were antidilutive. In the fourth quarter of 1997, the Company redeemed substantially all its 3 3/4% Convertible Subordinated Debentures due 2002.

All share data for 1999, 1998 and 1997 has been adjusted to reflect the two-for-one stock split effective July 15, 1999.

NOTE 4: ACQUISITIONS

The Company acquired a number of advertising and communications companies during the three-year period ended December 31, 1999. The aggregate purchase price, including cash and stock payments for new acquisitions, was $550 million, $660 million and $302 million in 1999, 1998 and 1997, respectively. The aggregate purchase price for new acquisitions accounted for as purchases and equity investments was $284 million, $245 million, and $131 million in 1999, 1998, and 1997, respectively.

1999

In 1999, the Company paid $180 million in cash and issued 8,393,893 shares of its common stock to acquire 55 companies. Of the acquisitions, 51 were accounted for under the purchase method of accounting and 4 were accounted for under the pooling of interests method. The Company also recorded a liability for acquisition related deferred payments of $28 million, for cases where contingencies related to acquisitions have been resolved.

For those entities accounted for as purchase transactions, the purchase price of the acquisitions has been allocated to assets acquired and liabilities assumed based on estimated fair values. The results of operations of the acquired companies were included in the consolidated results of the Company from their respective acquisition dates which occurred throughout the year. The companies acquired in transactions accounted for as purchases included The Cassidy Companies, Inc., Spedic France S.A., Mullen Advertising, Inc., and PDP Promotions UK Ltd. None of the acquisitions was significant on an individual basis.

In connection with the 1999 purchase transactions, goodwill of approximately $245 million was recorded. The purchase price allocations made in 1999 are preliminary and subject to adjustment. Goodwill related to the acquisitions is being amortized on a straight-line basis over their estimated useful lives.

On December 1, 1999, the Company acquired Brands Hatch Leisure Plc. for 5,158,122 shares of stock. The acquisition has been accounted for as a pooling of interests. Additionally, during 1999 the Company issued 641,596 shares to acquire 3 other companies which have been accounted for as poolings of interests. Given that the pooling acquisitions are individually and in aggregate not material in prior periods, financial statements have not been restated.

The following unaudited pro forma data summarize the results of operations for the periods indicated as if the 1999 acquisitions had been completed as of January 1, 1998. The pro forma data give effect to actual operating results prior to the acquisition, adjusted to include the estimated pro forma effect of interest expense, amortization of intangibles and income taxes. These pro forma amounts do not purport to be indicative of the results that would have actually been obtained if the acquisitions occurred as of the beginning of the periods presented or that may be obtained in the future.

For the year ended December 31, 1999

(Amounts in thousands except per share data)

	IPG (as reported)	Pre-acquisition results (unaudited)	Pro forma IPG with 1999 acquisitions (unaudited)
Revenues	$4,427,303	$104,528	$4,531,831
Net income	321,921	7,101	329,022
Earnings per share:			
Basic	1.15		1.17
Diluted	1.11		1.13

Net income amounts shown in the table above include restructuring and other merger related costs of $51.4 million, net of tax.

For the year ended December 31, 1998

(Amounts in thousands except per share data)

	IPG (as reported)	Results of 1999 acquisitions (unaudited)	Pro forma IPG with 1999 acquisitions (unaudited)
Revenues	$3,844,340	$277,593	$4,121,933
Net income	309,905	19,404	329,309
Earnings per share:			
Basic	1.14		1.18
Diluted	1.10		1.14

Unaudited pro forma consolidated results after giving effect to businesses acquired in purchase transactions during 1998 would not have been materially different from the reported amounts for 1998.

1998

In 1998, 14,956,534 shares of the Company's common stock were issued for acquisitions accounted for as poolings of interests. The companies pooled and the respective shares of the Company's common stock issued were: International Public Relations Plc. - 5,280,346 shares, Hill Holliday - 4,124,868 shares, The

Jack Morton Company - 4,271,992 shares, Carmichael Lynch, Inc. - 973,808 shares and KBA Marketing - 305,520 shares.

The Company's consolidated financial statements, including the related notes, have been restated as of the earliest period presented to include the results of operations, financial position and cash flows of the above 1998 pooled entities in addition to all prior pooled entities. A gross income and net income reconciliation for the year ended December 31, 1997 is summarized below:

(Dollars in thousands)	Gross Income	Net Income/(Loss)
As Reported	$3,264,120	$205,033
Pooled Companies	218,264	(4,655)
As Restated	$3,482,384	$200,378

In 1998, the Company paid $140 million in cash and issued 2,718,504 shares of its common stock to acquire 70 companies, all of which have been accounted for as purchases. These acquisitions included Gillespie, Ryan McGinn, CSI, Flammini, Gingko and Defederico and Herrero Y Ochoa. The Company also recorded a liability for acquisition related deferred payments of $24 million.

1997

In 1997, the Company issued 8,118,510 shares of its common stock for acquisitions accounted for as poolings of interests. Some of the companies pooled and the respective shares of the Company's common stock issued were: Complete Medical Group - 1,417,578 shares, Integrated Communications Corporation- 1,170,108 shares, Advantage International - 1,158,412 shares and Ludgate - 1,078,918 shares. Additional companies accounted for as poolings of interests include Adler Boschetto Peebles, Barnett Fletcher, Davies Baron, Diefenbach Elkins, D.L. Blair, Rubin Barney & Birger, Inc. and Technology Solutions Inc.

In 1997, the Company also paid $81 million in cash and issued 2,400,118 shares of its common stock for acquisitions accounted for as purchases and equity investments. These acquisitions included Marketing Corporation of America, Medialog, The Sponsorship Group, Kaleidoscope and Addis Wechsler (51% interest). The Company increased its interest in Campbell Mithun Esty by 25%. The Company also recorded a liability for acquisition related deferred payments of $38 million.

Deferred Payments

Certain of the Company's acquisition agreements provide for deferred payments by the Company, contingent upon future revenues or profits of the companies acquired. Deferred payments of both cash and shares of the Company's common stock for prior years' acquisitions were $205 million, $75 million, and $43 million in 1999, 1998 and 1997, respectively. Such payments are capitalized and recorded as goodwill.

Investments

During 1999, the Company sold a portion of its investments in Lycos and USWEB for combined proceeds of approximately $56 million. Additionally, the Company sold its minority investment in Nicholson NY, Inc. to Icon for $19 million in shares of Icon's common stock.

During 1998, the Company sold a portion of its investments in USWEB, CKS Group, Inc. and Lycos with combined proceeds of approximately $20 million. These investments are being accounted for as available-for-sale securities, pursuant to the requirements of SFAS 115.

During 1997, the Company sold its investment in All American Communications, Inc. for approximately $77 million.

NOTE 5: PROVISION FOR INCOME TAXES

The Company accounts for income taxes under Statement of Financial Accounting Standards No. 109 (SFAS 109), "Accounting for Income Taxes". SFAS 109 applies an asset and liability approach that requires the recognition of deferred tax assets and liabilities with respect to the expected future tax consequences of events that have been recognized in the consolidated financial statements and tax returns.

The components of income before provision for income taxes are as follows:

(Dollars in thousands)	1999	1998	1997
Domestic	$351,257	$292,931	$174,177
Foreign	233,800	269,940	229,653
Total	$585,057	$562,871	$403,830

The provision for income taxes consisted of:

	1999	1998	1997
Federal Income Taxes (Including Foreign Withholding Taxes):			
Current	$ 87,599	$105,049	$ 68,920
Deferred	22,149	3,669	4,312
	109,748	108,718	73,232
State and Local Income Taxes:			
Current	20,721	21,285	22,350
Deferred	4,340	725	393
	25,061	22,010	22,743
Foreign Income Taxes:			
Current	117,305	118,612	87,233
Deferred	(15,775)	(17,335)	3,038
	101,530	101,277	90,271
Total	$236,339	$232,005	$186,246

At December 31, 1999 and 1998 the deferred tax assets/(liabilities) consisted of the following items:

(Dollars in thousands)	1999	1998
Postretirement/postemployment benefits	$ 52,308	$ 46,394
Deferred compensation	4,940	34,285
Pension costs	10,036	13,715
Depreciation	(2,532)	(6,102)
Rent	(8,674)	(6,424)
Interest	4,100	4,598
Accrued reserves	8,063	8,569
Investments in equity securities	(140,320)	(10,677)
Tax loss/tax credit carryforwards	47,334	46,682
Restructuring and other merger related costs	9,497	--
Other	52	(2,279)
Total deferred tax assets / (liabilities)	(15,196)	128,761
Deferred tax valuation allowance	26,233	31,411
Net deferred tax assets / (liabilities)	$(41,429)	$ 97,350

The valuation allowance of $26.2 million and $31.4 million at December 31, 1999 and 1998, respectively, represents a provision for uncertainty as to the realization of certain deferred tax assets, including U.S. tax credits and net operating loss carryforwards in certain jurisdictions. The change during 1999 in the deferred tax valuation allowance primarily relates to changes in the deferred compensation tax item, net operating loss carryforwards and tax credits. At December 31, 1999, there were $9.7 million of tax credit carryforwards with expiration periods through 2004 and net operating loss carryforwards with a tax effect of $37.6 million with various expiration periods.

A reconciliation of the effective income tax rate as shown in the consolidated statement of income to the federal statutory rate is as follows:

	1999	1998	1997
Statutory federal income tax rate	35.0%	35.0%	35.0%
State and local income taxes, net of federal income tax benefit	2.8	3.7	4.1
Impact of foreign operations, including withholding taxes	0.8	0.4	0.3
Goodwill and intangible assets	3.6	2.8	2.7
Effect of pooled companies	0.1	(0.1)	3.9
Other	(1.9)	(0.6)	0.1
Effective tax rate	40.4%	41.2%	46.1%

The total amount of undistributed earnings of foreign subsidiaries for income tax purposes was approximately $572 million at December 31, 1999. It is the Company's intention to reinvest undistributed earnings of its foreign subsidiaries and thereby indefinitely postpone their remittance. Accordingly, no provision has been made for foreign withholding taxes or United States income taxes which may become payable if undistributed earnings of foreign subsidiaries were paid as dividends to the Company. The additional taxes on that portion of undistributed earnings which is available for dividends are not practicably determinable.

NOTE 6: SUPPLEMENTAL CASH FLOW INFORMATION

Cash and Cash Equivalents

For purposes of the consolidated statement of cash flows, the Company considers all highly liquid investments with a maturity of three months or less to be cash equivalents.

Income Tax and Interest Payments

Cash paid for income taxes was approximately $173.1 million, $193.9 million and $126.9 million in 1999, 1998 and 1997, respectively. Interest payments were approximately $43.1 million, $37.2 million and $31.2 million in 1999, 1998, and 1997, respectively.

Noncash Financing Activity

During 1997, the Company redeemed all outstanding issues under the 3 3/4% Convertible Subordinated Debentures due 2002. Substantially all of the outstanding debentures were converted into approximately 8.6 million shares of the Company's common stock.

Acquisitions

As more fully described in Note 4, the Company issued 8,393,893 shares, 17,675,038 shares, and 10,518,628 shares of the Company's common stock in connection with acquisitions during 1999, 1998 and 1997, respectively. Details of businesses acquired in transactions accounted for as purchases were as follows:

(Dollars in thousands)

	1999	1998	1997
Fair value of assets acquired	$623,682	$452,237	$263,312
Liabilities assumed	148,637	184,187	89,686
Net assets acquired	475,045	268,050	173,626
Less: noncash consideration	180,889	86,446	76,794
Less: cash acquired	43,752	59,853	6,535
Net cash paid for acquisitions	$250,404	$121,751	$ 90,297

The amounts shown above exclude future deferred payments due in subsequent years, but include cash deferred payments of $120 million, $55 million and $30 million made during 1999, 1998 and 1997, respectively.

NOTE 7: INCENTIVE PLANS

The 1997 Performance Incentive Plan ("1997 PIP Plan") was approved by the Company's stockholders in May 1997 and includes both stock and cash based incentive awards. The maximum number of shares of the Company's common stock which may be granted in any year under the 1997 PIP Plan is equal to 1.85% of the total number of shares of the Company's common stock outstanding on the first day of the year adjusted for additional shares as defined in the 1997 PIP Plan document (excluding management incentive compensation performance awards). The 1997 PIP Plan also limits the number of shares available with respect to awards made to any one participant as well as limiting the number of shares available under certain awards. Awards made prior to the 1997 PIP Plan remain subject to the respective terms and conditions of the predecessor plans. Except as otherwise noted, awards under the 1997 PIP Plan have terms similar to awards made under the respective predecessor plans.

Stock Options

Outstanding options are generally granted at the fair market value of the Company's common stock on the date of grant and are exercisable as determined by the Compensation Committee of the Board of Directors (the "Committee"). Generally, options become exercisable between two and five years after the date of grant and expire ten years from the grant date.

Following is a summary of stock option transactions during the three-year period ended December 31:

	1999		1998		1997	
(Shares in thousands)	Shares	Weighted Average Exercise Price	Shares	Weighted Average Exercise Price	Shares	Weighted Average Exercise Price
Shares under option, beginning of year	27,715	$ 19	24,044	$ 13	24,132	$ 11
Options granted	4,026	42	7,898	32	4,422	19
Options exercised	(4,271)	11	(2,990)	8	(3,467)	8
Options cancelled	(2,078)	25	(1,237)	15	(1,043)	12
Shares under option, end of year	25,392	$ 23	27,715	$ 19	24,044	$ 13
Options exercisable at year-end	6,825	$ 12	5,977	$ 9	8,402	$ 9

The following table summarizes information about stock options outstanding and exercisable at December 31, 1999:

(Shares in thousands)

Range of Exercise Prices	Number Outstanding at 12/31/99	Weighted-Average Remaining Contractual Life	Weighted-Average Exercise Price	Number Exercisable at 12/31/99	Weighted-Average Exercise Price
$ 4.33 to $9.99	2,700	2.29	$ 8	2,700	$ 8
10.00 to 14.99	3,288	5.02	11	2,979	11
15.00 to 24.99	9,026	6.77	17	1,146	19
25.00 to 56.28	10,378	9.05	36	--	--

Employee Stock Purchase Plan

Under the Employee Stock Purchase Plan (ESPP), employees may purchase common stock of the Company through payroll deductions not exceeding 10% of their compensation. The price an employee pays for a share of stock is 85% of the market price on the last business day of the month. The Company issued approximately .5 million shares in 1999, 1998, and 1997, respectively, under the ESPP. An additional 15.5 million shares were reserved for issuance at December 31, 1999.

SFAS 123 Disclosures

The Company applies the disclosure principles of Statement of Financial Accounting Standards No. 123 (SFAS 123), "Accounting for Stock-Based Compensation". As permitted by the provisions of SFAS 123, the Company applies APB Opinion 25, "Accounting for Stock Issued to Employees", and related interpretations in accounting for its stock-based employee compensation plans. If compensation cost for the Company's stock option plans and its ESPP had been determined based on the fair value at the grant dates as defined by SFAS 123, the Company's pro forma net income and earnings per share would have been as follows:

(Dollars in Thousands Except Per Share Data)

		1999	1998	1997
Net Income	As reported	$321,921	$309,905	$200,378
	Pro forma	$298,680	$295,059	$190,542
Earnings Per Share				
Basic	As reported	$ 1.15	$ 1.14	$ .77

	Pro forma	$ 1.07	$ 1.09	$ .73
Diluted	As reported	$ 1.11	$ 1.10	$ .74
	Pro forma	$ 1.03	$ 1.05	$ .71

For purposes of this pro forma information, the fair value of shares issued under the ESPP was based on the 15% discount received by employees. The weighted-average fair value (discount) on the date of purchase for stock purchased under this plan was $5.28, $3.82, and $2.68 in 1999, 1998, and 1997, respectively.

The weighted average fair value of options granted during 1999, 1998, and 1997 was $12.94, $8.85, and $5.91, respectively. The fair value of each option grant has been estimated on the date of grant using the Black-Sholes option-pricing model with the following assumptions:

	1999	1998	1997
Expected option lives	6 years	6 years	6 years
Risk free interest rate	5.72%	4.87%	6.51%
Expected volatility	19.73%	19.17%	19.17%
Dividend yield	.81%	.95%	1.3%

As required by SFAS 123, this pro forma information is based on stock awards beginning in 1995 and accordingly is not likely to be representative of the pro forma effects in future years because options vest over several years and additional awards generally are made each year.

Restricted Stock
Restricted stock issuances are subject to certain restrictions and vesting requirements as determined by the Committee. The vesting period is generally five to seven years. No monetary consideration is paid by a recipient for a restricted stock award and the grant date fair value of these shares is amortized over the restriction periods. At December 31, 1999, there was a total of 7.0 million shares of restricted stock outstanding. During 1999, 1998 and 1997, the Company awarded .9 million shares, 1.3 million shares and 1.4 million shares of restricted stock with a weighted-average grant date fair value of $40.03, $28.99 and $19.48, respectively. The cost recorded for restricted stock awards in 1999, 1998 and 1997 was $25.9 million, $20.3 million, and $16.2 million, respectively.

Performance Units
Performance units have been awarded to certain key employees of the Company and its subsidiaries. The ultimate value of these performance units is contingent upon the annual growth in profits (as defined) of the Company, its operating components or both, over the performance periods. The awards are generally paid in cash. The projected value of these units is accrued by the Company and charged to expense over the performance period. The Company expensed approximately $27 million, $20 million and $20 million in 1999, 1998, and 1997, respectively.

Hill Holliday
Due to the merger of Hill Holliday and the Company, Hill Holliday recognized a one-time compensation charge of approximately $32 million in 1997. Hill Holliday had an Equity Participation Plan and certain other agreements for various members of management, which provided for participants to receive a portion of the proceeds in the event of the sale or merger of Hill Holliday. Also included in the charge were costs primarily relating to consulting and supplemental retirement agreements.

NOTE 8: RETIREMENT PLANS

Defined Benefit Pension Plans

Through March 31, 1998 the Company and certain of its domestic subsidiaries had a defined benefit plan ("Domestic Plan") which covered substantially all regular domestic employees. Effective April 1, 1998 this Plan was curtailed, and participants with five or less years of service became fully vested in the Domestic Plan. Participants with five or more years of service as of March 31, 1998 retain their vested balances and participate in a new compensation plan. Under the new plan, each participant's account is credited with an annual allocation, equal to the projected discounted pension benefit accrual plus interest, while they continue to work for the Company. Participants in active service are eligible to receive up to ten years of allocations coinciding with the number of years of service with the Company after March 31, 1998. As a result of the change in the Domestic Plan, the Company recorded charges of approximately $16.7 million in the fourth quarter of 1997.

Net periodic pension costs for the Domestic Plan for 1999, 1998 and 1997 were $1.3 million, $.9 million and $15.0 million, respectively. The 1997 net periodic pension cost included a $10 million curtailment charge and $4 million of service costs.

The Company's stockholders' equity balance includes a minimum pension liability of $18.6 million, $36.6 million and $13.2 million at December 31, 1999, 1998 and 1997, respectively.

The Company also has several foreign pension plans in which benefits are based primarily on years of service and employee compensation. It is the Company's policy to fund these plans in accordance with local laws and income tax regulations.

Net periodic pension costs for foreign pension plans for 1999, 1998 and 1997 included the following components:

(Dollars in thousands)

	1999	1998	1997
Service cost	$ 9,619	$ 6,847	$ 5,460
Interest cost	11,759	10,908	10,633
Expected return on plan assets	(9,380)	(9,437)	(10,537)
Amortization of unrecognized transition obligation	390	373	324
Amortization of prior service cost	833	482	552
Recognized actuarial loss / (gain)	508	(70)	(1,440)
Other	(9)	--	--
Net periodic pension cost	$ 13,720	$ 9,103	$ 4,992

The following table sets forth the change in the benefit obligation, the change in plan assets, the funded status and amounts recognized for the pension plans in the Company's consolidated balance sheet at December 31, 1999, and 1998:

(Dollars in thousands)

	Domestic Pension Plan 1999	Domestic Pension Plan 1998	Foreign Pension Plans 1999	Foreign Pension Plans 1998
Change in benefit obligation				
Beginning obligation	$ 158,323	$ 134,347	$ 220,964	$ 179,016
Service cost	10	16	9,619	6,847
Interest cost	9,262	9,841	11,759	10,908
Benefits paid	(12,073)	(12,244)	(12,777)	(9,447)
Participant contributions	-	-	2,410	1,606
Actuarial (gains) / losses	(11,823)	26,363	(7,264)	29,882
Currency effect	--	--	1,440	5,245
Other	--	--	352	(3,093)
Ending obligation	143,699	158,323	226,503	220,964
Change in plan assets				
Beginning fair value	123,269	115,943	161,975	145,942
Actual return on plan assets	14,084	11,932	30,651	17,363
Employer contributions	2,740	7,638	7,887	2,473
Participant contributions	--	--	2,410	1,606
Benefits paid	(12,073)	(12,244)	(12,777)	(9,447)
Currency effect	--	--	156	1,300
Other	--	--	2,437	2,738
Ending fair value	128,020	123,269	192,739	161,975
Funded status of the plans	(15,679)	(35,054)	(33,764)	(58,989)
Unrecognized net actuarial loss/(gain)	18,647	36,612	(18,163)	11,536
Unrecognized prior service cost	--	--	3,704	2,921
Unrecognized transition cost	--	--	1,838	3,796
Net asset / (liability) recognized	$ 2,968	$ 1,558	$ (46,385)	$ (40,736)

At December 31, 1999 and 1998, the assets of the Domestic Plan and the foreign pension plans were primarily invested in fixed income and equity securities.

For the Domestic Plan, a discount rate of 7.75% in 1999, 6.75% in 1998 and 7.25% in 1997 and a salary increase assumption of 6% in 1998 and 1997 were used in determining the actuarial present value of the projected benefit obligation. A salary increase assumption was not applicable for 1999 as the Domestic Plan was curtailed. The expected return on Domestic Plan assets was 9% in 1999, and 10% in each of 1998 and 1997. For the foreign pension plans, discount rates ranging from 3.75% to 14% in 1999, 4% to 14% in 1998, and 3.5% to 14% in 1997 and salary increase assumptions ranging from 3% to 10% in 1999 and 2% to 10% in both 1998 and 1997 were used in determining the actuarial present value of the projected benefit obligation. The expected rates of return on the assets of the foreign pension plans ranged from 2% to 14% in 1999, 2% to 14% in 1998 and 3.5% to 14% in 1997.

The projected benefit obligation, accumulated benefit obligation and fair value of plan assets for the Domestic Plan were $144 million, $144 million and $128 million, respectively, as of December 31, 1999, and $158 million, $158 million, and $123 million, respectively, as of December 31, 1998. The projected benefit obligation, accumulated benefit obligation, and fair value of plan assets for the foreign pension plans with accumulated benefit obligations in excess of plan assets were $90 million, $72 million and $9 million respectively, as of December 31, 1999, and $81 million, $74 million and $3 million respectively, as of December 31, 1998.

Other Benefit Arrangements

The Company also has special unqualified deferred benefit arrangements with certain key employees. Vesting is based upon the age of the employee and the terms of the employee's contract. Life insurance contracts have been purchased in amounts which may be used to fund these arrangements.

In addition to the defined benefit plans described above, the Company also sponsors a defined contribution plan ("Savings Plan") that covers substantially all domestic employees of the Company and participating subsidiaries. The Savings Plan permits participants to make contributions on a pre-tax and/or after-tax basis. The Savings Plan allows participants to choose among several investment alternatives. The Company matches a portion of participants' contributions based upon the number of years of service. The Company contributed $10.6 million, $8.1 million and $6.3 million to the Savings Plan in 1999, 1998 and 1997, respectively.

Postretirement Benefit Plans

The Company and its subsidiaries provide certain postretirement health care benefits for employees who were in the employ of the Company as of January 1, 1988, and life insurance benefits for employees who were in the employ of the Company as of December 1, 1961. The plans cover certain domestic employees and certain key employees in foreign countries. Effective January 1, 1993, the Company's plan covering postretirement medical benefits was amended to place a cap on annual benefits payable to retirees.

The coverage is self-insured, but is administered by an insurance company.

The Company accrues the expected cost of postretirement benefits other than pensions over the period in which the active employees become eligible for such postretirement benefits.

The net periodic expense for these postretirement benefits for 1999, 1998 and 1997 was $2 million, $2.8 million and $2.6 million, respectively.

The following table sets forth the change in benefit obligation, change in plan assets, funded status and amounts recognized for the Company's postretirement benefit plans in the consolidated balance sheet at December 31, 1999 and 1998:

(Dollars in thousands)

	1999	1998
Change in benefit obligation		
Beginning obligation	$ 40,593	$ 41,637
Service cost	345	682
Interest cost	2,700	3,082
Participant contributions	90	77
Benefits paid	(1,987)	(1,695)
Actuarial gain	(4,339)	(3,190)
Ending obligation	37,402	40,593
Change in plan assets		
Beginning fair value	--	--
Actual return on plan assets	--	--
Employer contributions	1,897	1,618
Participant contributions	90	77
Benefits paid	(1,987)	(1,695)
Ending fair value	--	--
Funded status of the plans	(37,402)	(40,593)
Unrecognized net actuarial gain	(9,434)	(5,195)
Unrecognized prior service cost	(1,895)	(2,829)
Net amount recognized	$(48,731)	$(48,617)

A discount rate of 7.75% in 1999, 6.75% in 1998 and 7.25% in 1997 and a salary increase assumption of 6.0% in 1999, 1998 and 1997 were used in determining the accumulated postretirement benefit obligation. A 7.4% and an 8.0% increase in the cost of covered health care benefits were assumed for 1999 and 1998, respectively. This rate is assumed to decrease incrementally to 5.5% in the year 2002 and remain at that level thereafter. The health care cost trend rate assumption does not have a significant effect on the amounts reported.

Postemployment Benefits

In accordance with SFAS 112 "Employers' Accounting for Postemployment Benefits", the Company accrues costs relating to certain benefits including severance, worker's compensation and health care coverage over an employee's service life.

The Company's liability for postemployment benefits totaled approximately $64 million and $50 million at December 31, 1999 and 1998, respectively, and is included in deferred compensation and reserve for termination allowances. The net periodic expense recognized in 1999, 1998 and 1997 was approximately $34 million, $32 million and $31 million, respectively.

NOTE 9: SHORT-TERM BORROWINGS

The Company and its domestic subsidiaries have lines of credit with various banks. These credit lines permit borrowings at fluctuating interest rates determined by the banks. Short-term borrowings by subsidiaries outside the United States principally consist of drawings against bank overdraft facilities and lines of credit. These borrowings bear interest at the prevailing local rates. Where required, the Company has guaranteed the repayment of these borrowings. Unused lines of credit by the Company and its subsidiaries at December 31, 1999 and 1998 aggregated $430 million and $458 million, respectively. The weighted-average interest rate on outstanding balances at December 31, 1999 was approximately 5.8%. Current maturities of long-term debt are included in the payable to banks balance.

NOTE 10: LONG-TERM DEBT

Long-term debt at December 31 consisted of the following:

(Dollars in thousands)

	1999	1998
Convertible Subordinated Notes - 1.87%	$304,076	$ --
Convertible Subordinated Notes - 1.80%	214,414	207,927
Term loans - 5.64% to 7.91% (6.45% to 7.91% in 1998)	285,000	255,000
Germany mortgage note payable - 7.64%	26,779	31,680
Other mortgage notes payable and long-term loans - 2.80% to 8.72%	60,459	34,513
	890,728	529,120
Less: current portion	23,466	22,502
Long-term debt	$867,262	$506,618

On June 1, 1999, the Company issued $361 million face amount of Convertible Subordinated Notes due 2006. The 2006 notes were issued at an original price of 83% of the face amount, generating proceeds of approximately $300 million. The notes are convertible into 6.4 million shares of the Company's common stock at a conversion rate of 17.616 shares per $1,000 face amount. The fair value of the 2006 notes as of December 31, 1999, was approximately $416 million and was determined by obtaining quotes from brokers.

On September 16, 1997, the Company issued $250 million face amount of Convertible Subordinated Notes due 2004 ("2004 Notes") with a coupon rate of 1.80%. The 2004 Notes were issued at an original price of 80% of the face amount, generating proceeds of approximately $200 million. The notes are convertible into 6.7 million shares of the Company's common stock at a conversion rate of 26.772 shares per $1,000 face amount. The fair value of the 2004 Notes as of December 31, 1999 was approximately $392 million and was determined by obtaining quotes from brokers.

Under various loan agreements, the Company must maintain specified levels of net worth and meet certain cash flow requirements and is limited in the level of indebtedness. The Company has complied with the limitations under the terms of these loan agreements.

Long-term debt maturing over the next five years and thereafter is as follows: 2000-$23.5 million; 2001-$41.0 million; 2002-$87.9 million; 2003-$32.0 million; 2004-$256.3 million, and $450.0 million thereafter.

All material long-term debt is carried in the consolidated balance sheet at amounts which approximate fair values based upon current borrowing rates available to the Company as disclosed above and in Note 13.

NOTE 11: RESTRUCTURING AND OTHER MERGER RELATED COSTS

In October 1999, the Company announced the merger of two of its advertising networks. The networks affected, Lowe & Partners Worldwide and Ammirati Puris Lintas were combined to form a new agency network called Lowe Lintas & Partners Worldwide. The merger involves the consolidation of operations in Lowe Lintas agencies in approximately 24 cities in 22 countries around the world. Once complete, the newly merged agency network will have offices in over 80 countries around the world.

During the fourth quarter of 1999, the Company began execution of a comprehensive restructuring plan in connection with the merger. The plan includes headcount reductions, consolidation of real estate and the sale or disposition of certain investments, and is expected to be completed by June 30, 2000. The Company is pleased with the progress of the merger to date and expects the total costs to be in line with its original estimate.

The total pre-tax cost of the restructuring plan is expected to be between $170 and $190 million, ($100 to $115 million, net of tax). In the fourth quarter of 1999, the Company recognized pre-tax costs of $84.2 million ($51.4 million, net of tax or $.18 per diluted share), with the remainder expected to be recognized in the first two quarters of 2000.

A summary of the components of the total restructuring and other merger related costs, together with an analysis of the cash and non-cash elements, is as follows:

(Dollars in millions)

	1999	Cash	Non-Cash
TOTAL BY TYPE			
Severance and termination costs	$44.9	$27.0	$17.9
Fixed asset write-offs	11.1	--	11.1
Lease termination costs	3.8	3.8	--
Investment write-offs and other	24.4	1.1	23.3
Total	$84.2	$31.9	$52.3

The severance and termination costs recorded in 1999 relate to approximately 230 employees who have been terminated or notified that they will be terminated. The employee groups affected include executive and regional management, administrative, account management, creative and media production personnel, principally in the U.S. and U.K. The charge related to these individuals includes the cost of voluntary programs in certain locations and includes substantially all senior executives that will be terminated. As of December 31, 1999, the amount accrued related to severance and termination was approximately $42.6 million. During the fourth quarter of 1999, cash payments of $2.3 million were made.

The fixed assets write-off relates largely to the abandonment of leasehold improvements as part of the merger. The amount recognized in 1999 relates to fixed asset write-offs in 6 offices principally in the United States.

Lease termination costs relate to the offices vacated as part of the merger. The lease terminations are expected to be completed by mid-to-late 2000, with the cash portion to be paid out over a period of up to five years. As of December 31, 1999, the amount accrued related to these termination costs was $3.8 million.

The investment write-offs relate to the loss on sale or closing of certain business units. In 1999, $23 million has been recorded as a result of the decision to sell or abandon 4 European businesses. In the aggregate, the businesses being sold or abandoned represent an immaterial portion of the revenue and operations of Lowe Lintas & Partners. The write-off amount was computed based upon the difference between the estimated sales proceeds (if any) and the carrying value of the related assets. These sales or closures are expected to be completed by mid 2000.

NOTE 12: GEOGRAPHIC AREAS

Long-lived assets and income from commissions and fees are presented below by major geographic area:

(Dollars in thousands)

	1999	1998	1997
Long-Lived Assets:			
United States	$1,635,666	$1,041,882	$ 866,896
International			
United Kingdom	468,558	334,611	161,962
All other Europe	592,302	538,762	472,710
Asia Pacific	107,215	92,581	78,862
Latin America	79,401	58,134	51,790
Other	76,269	50,853	42,041
Total International	1,323,745	1,074,941	807,365
Total Consolidated	$2,959,411	$2,116,823	$1,674,261
Income From Commissions and Fees:			
United States	$2,284,173	$1,925,030	$1,670,555
International			
United Kingdom	464,050	387,618	301,883
All other Europe	989,430	880,919	748,720
Asia Pacific	346,205	325,758	348,707
Latin America	213,260	232,940	204,894
Other	130,185	92,075	78,017
Total International	2,143,130	1,919,310	1,682,221
Total Consolidated	$4,427,303	$3,844,340	$3,352,776

Commissions and fees are attributed to geographic areas based on where the services are performed. Property and equipment is allocated based upon physical location. Intangible assets, other assets, and investments are allocated based on the location of the related operation.

The largest client of the Company contributed approximately 8% in 1999, 7% in 1998 and 9% in 1997 to income from commissions and fees. The Company's second largest client contributed approximately 4% in 1999, 5% in 1998 and 4% in 1997 to income from commissions and fees.

Dividends received from foreign subsidiaries were approximately $47 million in 1999, $51 million in 1998 and $41 million in 1997.

Consolidated net income includes losses from exchange and translation of foreign currencies of $5.6 million, $3.2 million and $5.6 million in 1999, 1998 and 1997, respectively.

NOTE 13: FINANCIAL INSTRUMENTS
Financial assets, which include cash and cash equivalents, marketable securities and receivables, have carrying values which approximate fair value. Long-term equity securities, included in other investments and miscellaneous assets in the Consolidated Balance Sheet, are deemed to be available-for-sale as defined by SFAS 115 and accordingly are reported at fair value, with net unrealized gains and losses reported within stockholders' equity.

The following table summarizes net unrealized gains and losses before taxes at December 31:

(Dollars in millions)

	1999	1998	1997
Cost	$172.3	$121.3	$61.1
Unrealized gains / (losses)			
- gains	302.3	20.2	22.0
- losses	(12.2)	(1.5)	--
Net unrealized gains	290.1	18.7	22.0
Fair market value	$462.4	$140.0	$83.1

Net of tax, net unrealized holding gains were $168 million, $10 million and $12 million at December 31, 1999, 1998 and 1997, respectively.

The above pre-tax gain amounts are net of reclassifications of $13.1 million and $6.5 million in 1999 and 1998, which represent amounts previously recorded in other comprehensive income.

During 1999, the Company expanded its investment in internet-service and related companies. In April 1999, the Company invested $20 million for a minority interest in Icon, a Swedish based internet consultancy. Subsequently, the Company increased its investment through the contribution of other investments and through additional cash purchases. At December 31, 1999, the fair market value of the Company's investment in Icon was $322 million.

Financial liabilities with carrying values approximating fair value include accounts payable and accrued expenses, as well as payable to banks and long-term debt. As of December 31, 1999, the 1.87% Convertible Subordinated Notes due 2006 had a cost basis of $304 million with a market value of $416 million. As of December 31, 1999, the 1.80% Convertible Subordinated Notes due 2004 had a cost basis of $214 million with a market value of $392 million. As of December 31, 1998, the cost basis of the 1.80% Convertible Subordinated Notes were $208 million with a market value of $283 million. The fair values were determined by obtaining quotes from brokers (refer to Note 10 for additional information on long-term debt).

The Company occasionally uses forwards and options to hedge a portion of its net investment in foreign subsidiaries and certain intercompany transactions in order to mitigate the impact of changes in foreign exchange rates on working capital. The notional value and fair value of all outstanding forwards and options contracts at the end of the year as well as the net cost of all settled contracts during the year were not significant.

The Company's management continuously evaluates and attempts to mitigate its exposure to foreign exchange, economic and political risks. The economic developments in Brazil did not have a significant negative impact on the Company, and were partially offset by a favorable impact due to the economic recovery in Japan.

NOTE 14: COMMITMENTS AND CONTINGENCIES
At December 31, 1999 the Company's subsidiaries operating primarily outside the United States were contingently liable for discounted notes receivable of $7.4 million.

The Company and its subsidiaries lease certain facilities and equipment. Gross rental expense amounted to approximately $274 million for 1999, $244 million for 1998 and $217 million for 1997, which was reduced by sublease income of $17.2 million in 1999, $16 million in 1998 and $30.5 million in 1997.

Minimum rental commitments for the rental of office premises and equipment under noncancellable leases, some of which provide for rental adjustments due to increased property taxes and operating costs for 2000 and thereafter, are as follows:

(Dollars in thousands)

Period	Gross Rental Commitment	Sublease Income
2000	$179,915	$17,206
2001	157,727	15,180
2002	131,288	10,224
2003	103,137	6,335
2004	87,839	1,390
2005 and thereafter	355,393	2,014

Certain of the Company's acquisition agreements provide for deferred payments by the Company, contingent upon future revenues or profits of the companies acquired. Such contingent amounts would not be material taking into account the future revenues or profits of the companies acquired.

The Company and certain of its subsidiaries are party to various tax examinations, some of which have resulted in assessments. The Company intends to vigorously defend any and all assessments and believes that additional taxes (if any) that may ultimately result from the settlement of such assessments or open examinations would not have a material adverse effect on the consolidated financial statements.

The Company is involved in legal and administrative proceedings of various types. While any litigation contains an element of uncertainty, the Company believes that the outcome of such proceedings or claims will not have a material adverse effect on the Company.

NOTE 15: RECENT EVENT

On December 22, 1999, the Company entered into an agreement to acquire NFO Worldwide, Inc.("NFO"), a leading provider of research based marketing information and counsel to the worldwide business community. Under the terms of the agreement, NFO shareholders will receive $26 worth of Interpublic stock for each share of NFO stock, based on the market price of Interpublic stock at the time the transaction is closed subject to a collar which, if exceeded, provides certain rights to each of the parties. The transaction is subject to certain conditions, including the receipt of approval from NFO's stockholders and applicable regulatory approval. NFO is obligated to pay Interpublic a fee of $25 million if the agreement is terminated under certain circumstances. Interpublic has been granted an option to purchase approximately 4.5 million NFO shares for $26 per share exercisable in certain circumstances in lieu of the transaction fee.

The acquisition, which is expected to close in April 2000, will be accounted for as a pooling of interests.

SELECTED FINANCIAL DATA FOR FIVE YEARS
(Amounts in Thousands Except Per Share Data)

	1999	1998	1997	1996	1995
OPERATING DATA					
Gross income	$ 4,561,518	$ 3,968,728	$ 3,482,384	$ 2,983,899	$ 2,606,467
Operating expenses	3,825,856	3,347,158	2,988,532	2,558,336	2,257,138
Restructuring and other merger related costs	84,183	--	--	--	--
Write-down of goodwill and other related assets	--	--	--	--	38,687
Special compensation charge	--	--	32,229	--	--
Interest expense	66,422	58,699	57,793	51,695	47,940
Provision for income taxes	236,339	232,005	186,246	156,783	126,537
Net Income	$ 321,921	$ 309,905	$ 200,378	$ 214,619	$ 134,311
PER SHARE DATA					
Basic					
Net Income	$ 1.15	$ 1.14	$ .77	$ .82	$ .53
Weighted-average shares	278,923	270,971	260,500	260,595	255,605
Diluted					
Net Income	$ 1.11	$ 1.10	$ .74	$ .80	$ .51
Weighted-average shares	289,548	281,051	277,619	277,178	263,609
FINANCIAL POSITION					
Working capital	$ 130,915	$ 70,298	$ 175,266	$ 101,191	$ 79,380
Total assets	$ 8,727,255	$ 6,942,823	$ 5,983,443	$ 5,119,927	$ 4,631,912
Long-term debt	$ 867,262	$ 506,618	$ 519,036	$ 418,618	$ 361,945
Book value per share	$ 5.66	$ 4.53	$ 3.69	$ 3.07	$ 2.60
OTHER DATA					
Cash dividends	$ 90,424	$ 76,894	$ 61,242	$ 51,786	$ 46,124
Cash dividends per share	$ .33	$ .29	$ .25	$ .22	$ .20
Number of employees	38,600	34,200	31,100	25,500	23,700

All share data for prior periods have been adjusted to reflect the two-for-one stock split effective July 15, 1999.

RESULTS BY QUARTER (UNAUDITED)
(Amounts in Thousands Except Per Share Data)

	1st Quarter 1999	1st Quarter 1998	2nd Quarter 1999	2nd Quarter 1998	3rd Quarter 1999	3rd Quarter 1998	4th Quarter 1999	4th Quarter 1998
Gross income	$ 925,080	$ 831,183	$1,134,433	$1,032,242	$1,044,003	$ 910,530	$1,458,002	$1,194,773
Operating expenses	830,131	752,956	873,170	807,560	914,821	804,912	1,207,734	981,730
Restructuring and other merger related charges	--	--	--	--	--	--	84,183	--
Interest expense	13,945	12,801	16,497	14,564	17,478	16,029	18,502	15,305
Income before provision for income taxes	81,004	65,426	244,766	210,118	111,704	89,589	147,583	197,738
Provision for income taxes	33,618	25,498	98,878	86,665	47,698	38,604	56,145	81,238
Net equity interests	(2,601)	(2,189)	(6,479)	(4,942)	(4,962)	(3,997)	(12,755)	(9,833)
Net income	$ 44,785	$ 37,739	$ 139,409	$ 118,511	$ 59,044	$ 46,988	$ 78,683	$ 106,667
Per share data:								
Basic EPS	$ .16	$ .14	$ .51	$ .44	$ .22	$ .17	$ .28	$ .39
Diluted EPS	$ .16	$ .13	$ .49	$ .42	$ .21	$ .17	$ .27	$ .38
Cash dividends per share	$ .075	$ .065	$ .085	$ .075	$ .085	$ .075	$ .085	$ .075
Weighted-Average Shares:								
Basic	272,534	270,374	273,863	271,437	274,301	270,915	279,499	271,156
Diluted	283,350	280,478	292,978	288,956	284,744	280,464	290,436	287,690
Stock price:								
High	$40	$31 5/16	$43 5/16	$32 1/4	$44 1/16	$32 7/16	$58 1/16	$39 7/8
Low	$34 7/8	$23 27/32	$34 19/32	$ 27 21/32	$36 1/2	$26 3/32	$35 3/4	$23 1/2

All share data has been adjusted to reflect the two-for-one stock split effective July 15, 1999.

VICE CHAIRMAN'S REPORT OF MANAGEMENT

The financial statements, including the financial analysis and all other information in this Annual Report, were prepared by management, who is responsible for their integrity and objectivity. Management believes the financial statements, which require the use of certain estimates and judgments, reflect the Company's financial position and operating results in conformity with generally accepted accounting principles. All financial information in this Annual Report is consistent with the financial statements.

Management maintains a system of internal accounting controls which provides reasonable assurance that, in all material respects, assets are maintained and accounted for in accordance with management's authorization, and transactions are recorded accurately in the books and records. To assure the effectiveness of the internal control system, the organizational structure provides for defined lines of responsibility and delegation of authority.

The Finance Committee of the Board of Directors, which is comprised of the Company's Chairman and Vice Chairman and three outside Directors, is responsible for defining these lines of responsibility and delegating the authority to management to conduct the day-to-day financial affairs of the Company. In carrying out its duties, the Finance Committee primarily focuses on monitoring financial and operational goals and guidelines; approving and monitoring specific proposals for acquisitions; approving capital expenditures; working capital, cash and balance sheet management; and overseeing the hedging of foreign exchange, interest-rate and other financial risks. The Committee meets regularly to review presentations and reports on these and other financial matters to the Board. It also works closely with, but is separate from, the Audit Committee of the Board of Directors.

The Company has formally stated and communicated policies requiring of employees high ethical standards in their conduct of its business. As a further enhancement of the above, the Company's comprehensive internal audit program is designed for continual evaluation of the adequacy and effectiveness of its internal controls and measures adherence to established policies and procedures.

The Audit Committee of the Board of Directors is comprised of four directors who are not employees of the Company. The Committee reviews audit plans, internal controls, financial reports and related matters, and meets regularly with management, internal auditors and independent accountants. The independent accountants and the internal auditors have free access to the Audit Committee, without management being present, to discuss the results of their audits or any other matters. The Audit Committee also monitors the Company's timely implementation and completion of the Year 2000 Compliance Project.

The independent accountants, PricewaterhouseCoopers LLP, were recommended by the Audit Committee of the Board of Directors and selected by the Board of Directors, and their appointment was ratified by the stockholders. The independent accountants have examined the financial statements of the Company and their opinion is included as part of the financial statements.

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
DOMESTIC:			
The Interpublic Group of Companies, Inc. (Registrant)	Delaware	-	-
Access Communications, LLC	California	50	Shandwick Public Affairs, Inc.
Biocore Communications Inc.	California	100	Lowe Group Holdings Inc.
Casablanca Productions	California	100	Registrant
Casanova Pendrill	California	100	Registrant
Conan Entertainment LLC	California	50	Western Int'l Syndication Corp.
Dailey & Associates, Inc.	California	100	Registrant
D.L. Blair/West, Inc.	California	100	D.L. Blair, Inc.
Eidolon Corporation	California	100	Registrant
Goldberg, Moser, O'Neill LLC	California	80	Lowe & Partners/SMS Inc.
Graphic Orb, Inc.	California	100	Registrant
International Business Services, Inc.	California	100	Infoplan Int'l, Inc.
Initiative Media Corp.	California	100	Registrant
Kaleidoscope Films, Inc.	California	51	Registrant
Main Street Media, LLC	California	100	Western Int'l Media Corp.
North Light, Ltd.	California	100	Dailey & Assoc., Inc.
Outdoor Advertising Group, Inc.	California	100	Registrant
PMK, Inc.	California	100	Registrant
SMS Productions, Inc.	California	100	Registrant
Suissa Miller Advertising LLC	California	80	Lowe Group Holdings Inc.
Tall Wall Media, Inc.	California	100	Registrant
The FutureBrand Company, Inc.	California	100	Registrant
The Phillips-Ramsey Co.	California	100	Registrant
W.D.M.G., Inc.	California	100	Western Direct Mktg. Group, Inc.
Western Int'l Advocacy Group	California	100	Registrant
Western Int'l Syndication Corp.	California	100	Registrant
Western Motivational Incentives Group	California	100	Western Int'l Media Corp.
Zentropy Partners, Inc.	California	86	Registrant
Western Traffic, Inc.	California	100	Registrant
Momentum IMC Company	Colorado	100	McCann-Erickson USA, Inc.
H & C Holdings Limited	Connecticut	100	Advantage Int'l Holdings Inc.
International Pharmaceutical Research Inc.	Connecticut	100	Lowe Group Holdings Inc.
Advantage International Holdings, Inc.	Delaware	100	Registrant
Ammirati Puris Lintas Canada Ltd.	Delaware	100	Ammirati Puris Lintas Inc.
Ammirati Puris Lintas Inc.	Delaware	100	Registrant

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
DOMESTIC:			
Ammirati Puris Lintas USA, Inc.	Delaware	100	Registrant
Anderson & Lembke, Inc.	Delaware	100	Registrant
Angotti, Thomas, Hedge, Inc.	Delaware	100	Registrant
Asset Recovery Group, Inc.	Delaware	100	Registrant
Barbour Griffith & Rogers, Inc.	Delaware	100	Registrant
Boland & Madigan, Inc.	Delaware	100	The Cassidy Companies, Inc.
Bork & Associates	Delaware	100	The Cassidy Companies, Inc.
BrandFutures, LLC	Delaware	50	FutureBrand Company, Inc.
Brown Powers Associates Inc.	Delaware	100	Shandwick USA Inc.
Business Science Research Corp., Inc.	Delaware	100	Registrant
Campbell-Ewald Company	Delaware	100	Registrant
Campbell Mithun Esty LLC	Delaware	75	Registrant
Cassidy Middle East, Inc.	Delaware	100	The Cassidy Companies, Inc.
Columbian Advertising, Inc.	Delaware	100	Registrant
Communications Services Int'l Inc.	Delaware	100	CSI Limited
Digital Cafe LLC	Delaware	100	Campbell Mithun Esty, LLC
DraftWorldwide, Inc.	Delaware	100	Registrant
Frederick Schneiders Research, Inc.	Delaware	100	The Cassidy Companies, Inc.

G. Cassidy & Associates, Inc.	Delaware	100	The Cassidy Companies, Inc.
Global Event Marketing & Management (GEMM) Inc.	Delaware	100	Registrant
Golin/Harris International Inc.	Delaware	100	Shandwick N. Amer. Holding Co. Inc.
Gravity Sports & Entertainment LLC	Delaware	100	Registrant
Healthcare Capital, Inc.	Delaware	100	McCann Healthcare, Inc.
Hill, Holliday, Connors, Cosmopulos, Inc.	Delaware	100	Registrant
Hypermedia Solutions, LLC	Delaware	55	The Coleman Group, LLC
ICN Acquisition Corp.	Delaware	100	Registrant
Icon-Nicholson, Inc.	Delaware	100	Registrant
Industry Entertainment, LLC	Delaware	51	Registrant
Industry Entertainment Management, LLC	Delaware	100	Industry Entertainment, LLC
Industry Entertainment Productions, LLC	Delaware	100	Industry Entertainment, LLC
Infoplan International, Inc.	Delaware	100	Registrant
International Cycling Promotions Inc.	Delaware	100	H & C Holdings Ltd.
Interpublic Game Shows, Inc.	Delaware	100	Registrant
Interpublic Holdings, Inc.	Delaware	100	Registrant
Interpublic KFI Ventures, Inc.	Delaware	100	Registrant

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
DOMESTIC:			
Interpublic SV Ventures, Inc.	Delaware	100	Registrant
IPG Interactive Investment Corp.	Delaware	100	Registrant
IPG S&E, Inc.	Delaware	100	Registrant
IPG S&E Ventures, Inc.	Delaware	100	Registrant
Jack Tinker Advertising, Inc.	Delaware	100	Registrant
Jay Advertising, Inc.	Delaware	100	Registrant
JMP Holding Company, Inc.	Delaware	100	Registrant
KAL Acquisition Corp.	Delaware	100	Registrant
Kaleidoscope Sports and Entertainment LLC	Delaware	100	Registrant
LFS, Inc.	Delaware	100	Registrant
Lowe Fox Pavlika Inc.	Delaware	100	Lowe & Partners/SMS Inc.
Lowe & Partners/SMS Interactive Inc.	Delaware	100	Lowe & Partners/SMS Inc.
LMMS-USA, Inc.	Delaware	100	McCann-Erickson USA, Inc.
Market Reach Retail LLC	Delaware	50	Skott, Inc.
MarketCorp Promotions, Inc.	Delaware	100	DraftWorldwide, Inc.
Marketing Corporation of America	Delaware	100	Registrant
McAvey & Grogan, Inc.	Delaware	100	Registrant
McCann-Erickson USA, Inc.	Delaware	100	Registrant
McCann-Erickson Corporation (S.A.)	Delaware	100	Registrant
McCann-Erickson Corporation (Int'l)	Delaware	100	Registrant
McCann-Erickson (Paraguay) Co.	Delaware	100	Registrant
McCann-Erickson Worldwide, Inc.	Delaware	100	Registrant
McCann Healthcare, Inc.	Delaware	100	McCann-Erickson USA, Inc.
McCann Worldwide Marketing Communications Co.	Delaware	100	Registrant
Media Inc.	Delaware	100	Registrant
Media Direct Partners, Inc.	Delaware	100	Media, Inc.
Media Partnership Corporation	Delaware	100	Registrant
M. Gould & Co.	Delaware	100	Registrant
Miller/Huber Relationship Marketing LLC	Delaware	80	Lowe Group Holdings Inc.
MPGH Acquisition Corp.	Delaware	100	Registrant
Newspaper Services of America, Inc.	Delaware	100	Registrant
NFO Acquisition Corp.	Delaware	100	Registrant
Octagon Worldwide Inc.	Delaware	100	Registrant
Octagon Worldwide Brazil Inc.	Delaware	100	Octagon Worldwide Inc.
Player, LLC	Delaware	51	Registrant
Player Development LLC	Delaware	100	Player LLC

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
DOMESTIC:			
Player Management LLC	Delaware	100	Player LLC
Powell Tate Inc.	Delaware	100	The Cassidy Companies, Inc.
Regan, Campbell & Ward LLC	Delaware	60	McCann-Erickson Worldwide USA, Inc.
Robert H. Bork, Jr. Inc.	Delaware	100	The Cassidy Companies, Inc.
R Works, Inc.	Delaware	100	Registrant
R.O.I. Research, LLC	Delaware	100	Kaleidoscope Sports & Entertainment
RX Media, Inc.	Delaware	100	Registrant
Shandwick N. America Holding Co. Ltd.	Delaware	100	Shandwick Investments Ltd.
Skott, Inc.	Delaware	100	Newspaper Services of America, Inc.
Special Event Suppliers Inc.	Delaware	100	H & C Holdings Limited
Strategic Response, Inc.	Delaware	100	The Cassidy Companies, Inc.
The Cassidy Companies, Inc.	Delaware	100	Registrant
The Coleman Group, LLC	Delaware	51	Interpublic Television, Inc.
The Coleman Group Worldwide LLC	Delaware	100	Registrant
The Gillespie Holding Company, Inc.	Delaware	100	The Gillespie Organization, Inc.
The Instructional Design Group, Inc.	Delaware	100	Registrant
The ISO Healthcare Group, Inc.	Delaware	100	Registrant
The Jack Morton Company	Delaware	100	Registrant
The Lowe Group, Inc.	Delaware	100	Lowe Worldwide Holdings B.V.
The Publishing Agency, Inc.	Delaware	100	Registrant
The Publishing Agency International, Inc.	Delaware	100	Registrant
TheWorks, LLC	Delaware	100	Kaleidoscope Sports & Enter. LLC
Thunder House Online Marketing Communications, Inc.	Delaware	100	Registrant
Weller & Klein Research, Inc.	Delaware	100	Registrant
World Cycling Limited	Delaware	100	H & C Holdings Limited
WPR Acquisition Corp.	Delaware	100	McCann-Erickson USA, Inc.
Octagon Financial Services	District of Columbia	100	Advantage Int'l Holdings, Inc.

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
DOMESTIC:			
Octagon Marketing & Athlete Representation, Inc.	District of Columbia	100	Advantage Int'l Holdings, Inc.
Rowan & Blewitt, Inc.	District of Columbia	100	Registrant
Shandwick Public Affairs Inc.	District of Columbia	100	Shandwick N. Amer. Holding Co. Inc.
Accent Marketing Communications, LLC	Florida	51	Registrant (51%) and individual Shareholder (49%)
Ben Disposition, Inc.	Florida	100	LFS, Inc.
Rubin Barney & Birger, Inc.	Florida	100	Registrant
Austin Kelley Advertising, Inc.	Georgia	100	Registrant
Fitzgerald & Company	Georgia	100	Registrant
Studio "A", Inc.	Georgia	100	Registrant
Creative Retail Environments Worldwide, Inc.	Illinois	100	Kevin Berg & Assoc., Inc.
Kevin Berg & Associates, Inc.	Illinois	100	Registrant
Quest Futures Group, Inc.	Kansas	100	Registrant
Adware Systems, Inc.	Kentucky	100	McCann-Erickson USA, Inc.
Hill Holiday Exhibition Services, Inc.	Massachusetts	100	Hill, Holliday, Connors, Cosmopulos, Inc.
Lowe Grob Health & Science, Inc	Massachusetts	80	Lowe Group Holdings Inc.
Miller/Shandwick Technologies Inc.	Massachusetts	100	Shandwick N. Amer. Holding Co. Inc.
MSP Group, Inc.	Massachusetts	100	Hill, Holliday, Connors, Cosmopulos, Inc.
Mullen Advertising Inc.	Massachusetts	80	Lowe Group Holdings Inc.
Neva Group, Inc.	Massachusetts	100	Registrant
Weber Group, Inc.	Massachusetts	100	WPR Acquisition Corp.
Carmichael Lynch, Inc.	Minnesota	100	Registrant
C-E Communications Company	Michigan	100	Registrant
Louis London, Inc.	Missouri	100	Registrant
Biogenesis Communications, Inc.	New Jersey	100	Registrant
Complete Medical Communications, Inc.	New Jersey	90	Complete Med. Comm. Int'l Ltd.
Curry, Martin and Schiavelli, Inc.	New Jersey	100	Registrant
Genquest, Biomedical Educ. Serv., Inc.	New Jersey	100	Biogenesis Communications, Inc.
Gillespie, Advertising, Magazine Mktg. & Public Relations, Inc.	New Jersey	100	Registrant
Global Healthcare Associates, Inc.	New Jersey	100	Registrant
HealthVizion Communications, Inc.	New Jersey	100	Torre Lazur, Inc.
Horizon Communications, Inc.	New Jersey	100	McCann-Erickson USA, Inc.
Integrated Communications Corp.	New Jersey	100	Registrant

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
DOMESTIC:			
International Oncology Network, Inc.	New Jersey	100	Torre Lazur, Inc.
Interpublic, Inc.	New Jersey	100	Registrant
MPE Communications, Inc.	New Jersey	100	Registrant
Pace, Inc.	New Jersey	100	Registrant
Sound Vision, Inc.	New Jersey	100	Torre Lazur, Inc.
Spectral Fusion, Inc.	New Jersey	100	Torre Lazur, Inc.
The Gillespie Organization, Inc.	New Jersey	100	Registrant
Torre Lazur Healthcare Group, Inc.	New Jersey	100	Registrant
Zoot Suit Kids, Inc.	New Jersey	100	Gillespie Advertising Magazine Mktg. & Public Relations, Inc.
ABP\DraftWorldwide, Inc.	New York	100	Registrant
D.L. Blair, Inc.	New York	100	Registrant
GDL, Inc.	New York	100	The Lowe Group, Inc.(100% of Common Stock) and Goldschmidt Dunst & Lawson Corp. (100% Pref. Stock)
Global Communications Group, Inc.	New York	100	Registrant
Goldschmidt Dunst & Lawson Corp.	New York	100	The Lowe Group, Inc.
Herbert Zeltner, Inc.	New York	100	Registrant
LCF&L, Inc.	New York	100	The Lowe Group, Inc. (99.9%) and GDL, Inc. (.1%)
Lowe Group Holdings, Inc.	New York	100	Registrant
Lowe Healthcare PR, LLC	New York	50	Lowe McAdams Healthcare, Inc.
Lowe McAdams Healthcare Inc.	New York	100	Lowe & Partners/SMS Inc.
Lowe & Partners/SMS Inc.	New York	100	Lowe Int'l (16%), Lowe Worldwide Holdings B.V. (4%) and Registrant (80%)
Ludgate Communications, Inc.	New York	100	Ludgate Group Limited
McCann Relationship Marketing, Inc.	New York	100	Registrant
McCann-Erickson Marketing, Inc.	New York	100	Registrant
PDG Acquisition Corp.	New York	100	Registrant
Promotion & Merchandising, Inc.	New York	100	D.L. Blair, Inc.
Shandwick USA Inc.	New York	100	Shandwick N. Amer. Holding Co. Inc.
T.C. Promotions I, Inc.	New York	100	Registrant
T.C. Promotions II, Inc.	New York	100	Registrant
The Gotham Group, Inc.	New York	100	Registrant

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
DOMESTIC:			
Western Trading LLC	New York	55	Western Init. Media Worldwide
Western Trading/Cushman & Wakefield LLC	New York	83	Western Trading, LLC
Western WW Trading, LLC	New York	55	Western Init. Media Worldwide
Long Haymes Carr, Inc.	N. Carolina	100	Registrant
F&S Disposition, Inc.	Ohio	100	Ammirati Puris Lintas Inc.
ICP-Pittsburgh	Pennsylvania	66.67	Int'l Cycling Productions, Inc.
Scientific Frontiers, Inc.	Pennsylvania	100	Registrant
Marketing Arts Corporation	Virginia	100	The Martin Agency, Inc.
Cabell Eanes, Inc.	Virginia	100	The Martin Agency, Inc.
Pros, Inc.	Virginia	100	Advantage Int'l Holdings, Inc.
Ryan-McGinn, Inc.	Virginia	100	Registrant
The Martin Agency, Inc.	Virginia	100	Lowe & Partners/SMS Inc.
Weber McGinn, Inc.	Virginia	100	Registrant

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
FOREIGN:			
Dial Database Marketing	Argentina	60	Interpublic S.A. de Publicidad
Interpublic S.A. de Publicidad	Argentina	100	Registrant
IM Naya	Argentina	50	Registrant
Promocionar	Argentina	60	Interpublic S.A. de Publicidad
Adlogic Proprietary Limited	Australia	50	Merchant Partners Australia Ltd.
Advantage Holdings Pty. Ltd.	Australia	100	Octagon Worldwide
Advantage Racing Pty. Ltd.	Australia	100	Advantage Holdings Pty Ltd.
Ammirati Puris Lintas Proprietary Ltd.	Australia	100	Registrant
Ammirati Puris Lintas Melbourne	Australia	100	Ammirati Puris Lintas Prop. Ltd.
Australian Safari Pty. Limited	Australia	100	Octagon Worldwide Pty. Limited
CWFS	Australia	100	McCann Australia (50%) and McCann-Erickson Ltd.(50%)
CSI (Australia) Pty Limited	Australia	100	CSI Limited
Directory Investments Pty Ltd.	Australia	100	Shandwick Holdings Pty. Ltd. (91%) IPR Shandwick Pty. Ltd. (9%)
Direct Response	Australia	51	McCann-Erickson Pty. Limited
Harrison Advertising Pty Limited	Australia	100	McCann-Erickson Advertising Ltd.
Impulse Art Proprietary Limited	Australia	100	Ammirati Puris Lintas Prop. Ltd.
International Public Relations Pty. Ltd.	Australia	100	Shandwick Holdings Pty. Ltd.
Interpublic Australia Proprietary Ltd.	Australia	100	Registrant
Interpublic Limited Proprietary Ltd.	Australia	100	Registrant
IPR Shandwick Pty. Ltd.	Australia	100	Shandwick Holdings Pty. Ltd.
Lintas: Hakuhodo Pty. Limited	Australia	50	Ammirati Puris Lintas Prop. Ltd.
Marplan Proprietary Limited	Australia	100	Registrant
McCann-Erickson Advertising Pty. Ltd.	Australia	100	Registrant
McCann-Erickson Sydney Proprietary Ltd.	Australia	100	McCann-Erickson Advertising Ltd.
Merchant and Partners (Sydney) Pty. Ltd.	Australia	100	Merchant and Partners Australia Pty. Ltd.
Merchant and Partners Australia Pty. Ltd.	Australia	100	Registrant
Octagon Worldwide Pty. Limited	Australia	80	Advantage Holdings Pty Ltd.
Pearson Davis	Australia	59	Ammirati Puris Lintas
Product Management Pty. Ltd.	Australia	100	IPR Shandwick Pty. Ltd.
Round Australia Trial Pty Limited	Australia	100	Octagon Worldwide Pty Ltd.

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
FOREIGN:			
Shandwick Holdings Pty. Ltd.	Australia	100	Shandwick Investments Ltd.
Universal Advertising Placement Pty. Ltd.	Australia	100	McCann-Erickson Advertising Ltd.
Ammirati Puris Lintas Werbeagentur Gesellschaft m.b.H.	Austria	70	Registrant
Initiatives Media Werbemittlung Ges.m.b.H.	Austria	100	Ammirati Puris Lintas Werbeagentur Gesellschaft m.b.H.
McCann-Erickson Gesellschaft m.b.H.	Austria	100	Registrant
Panmedia Holding AG	Austria	51	Lowe Int'l Holdings BV
Panmedia Werbeplanung AG	Austria	100	Panmedia Holding AG
PCS Werbeagentur Ges.m.b.H.	Austria	100	Ammirati Puris Lintas Werbeagentur Gesellschaft m.b.H.
Azerbaijan	Azerbaijan	100	Registrant
Global Public Relations Ltd.	Bahamas	100	Shandwick Asia Pacific Ltd.
A.C.E. Advertising Creation Marketing N.V.	Belgium	100	Ammirati Puris Lintas Brussels S.A.
Advantage International S.A.	Belgium	100	Advantage Int'l Holdings Inc.
Advertising Tractor S.A.	Belgium	100	Draft Belgium Holding S.P.R.L. (80%) and Karamba S.A. (20%)
Ammirati Puris Lintas Brussels S.A.	Belgium	100	Ammirati Puris Lintas Holding B.V.
Direct Creations S.A.	Belgium	100	Lowe Troost S.A.
Draft Belgium Holdings S.P.R.L.	Belgium	100	Draft Group Holdings Limited
Feedback S.P.R.L.	Belgium	100	DraftWorldwide, Inc.
Initiative Media Brussels S.A.	Belgium	100	Ammirati Puris Lintas Brussels S.A. (96%) and Initiative Media (4%)
Initiative Media Int'l S.A.	Belgium	100	Lintas Holding B.V.
Karamba S.A.	Belgium	100	Draft Belgium Holding S.P.R.L.
Lowe Troost S.A.	Belgium	100	Lowe Worldwide Holdings B.V.
McCann-Erickson Co. S.A.	Belgium	100	Registrant
P.R. International N.V.	Belgium	100	Ammirati Puris Lintas Brussels S.A.
Programming Media Int'l PMI S.A.	Belgium	100	Registrant
Promo Sapiens S.A.	Belgium	100	Draft Belgium Holding S.P.R.L. (85%) and Karamba S.A. (15%)
Shandwick Belgium S.A.	Belgium	100	Shandwick Investments Ltd.
Universal Media, S.A.	Belgium	100	McCann-Erickson Co., S.A. (50%); Lowe Troost S.A. (50%)
The Advanced Marketing Centre S.A.	Belgium	100	Draft Belgium Holding S.P.R.L. (0.2%); Karamba S.A. (99.8%)

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
FOREIGN:			
Triad Assurance Limited	Bermuda	100	Registrant
Ammirati Puris Lintas Ltda.	Brazil	98.75	Registrant
Contemporanea	Brazil	60	
DraftWorldwide Ltda.	Brazil	66	DraftWorldwide, Inc.
DraftWorldwide Sao Paulo Ltda.	Brazil	66	DraftWorldwide, Inc.
Interpublic Publicidade e Pesquisas Sociedade Limitada	Brazil	100	Int'l Business Services, Inc.
McCann-Erickson Publicidade Ltda.	Brazil	100	Registrant
MPMPPA Profissionais de Promocao Associados Ltda.	Brazil	100	MPM Lintas Communicacoes Ltda.
Octagon do Brazil Participacoes S/C Ltda.	Brazil	100	Octagon Worldwide Brazil Inc.
Sight	Brazil	51	McCann-Erickson Italiana S.A.
Sun Marketing Direct	Brazil	65	Interpublic Publicidade e Pesquisas Sociedade Ltda.
Universal Publicidade Ltda.	Brazil	100	Interpublic Publicidade E Pesquisas Sociedade Ltda.
API Prism International Inc.	Brit. Virgin Islands	100	Octagon Prism Limited
Asiatic Corporation	Brit. Virgin Islands	100	PR Consultants Scotland Ltd.
CSI Holdings S.A.	Brit. Virgin Islands	100	Communication Services Int'l (Holdings) S.A.
CSI International Holdings S.A.	Brit. Virgin Islands	100	CSI Holdings S.A.
Lowe Holdings BVI Limited	Brit. Virgin Islands	100	Lowe Group Holdings Inc.
Octagon Motorsports Limited	Brit. Virgin Islands	66.6	Octagon Worldwide Inc.
SBK Superbike International Limited	Brit. Virgin Islands	75	Octagon Motorsports Ltd. (50%); Octagon Worldwide Inc. (25%)
PBI	Bulgaria	51	Registrant
Adware Systems Canada Inc.	Canada	100	Adware Systems, Inc.
Ammirati Puris Lintas Canada Ltd.	Canada	100	Registrant
Continental Communications Inc.	Canada	100	Shandwick Canada Inc. (50%) Golin/Harris Int'l Inc. (50%)
Continental PIR Communications Ltd.	Canada	100	Continental Communications Inc.
Diefenbach-Elkins Limited	Canada	100	Diefenbach-Elkins
Durnan Communications	Canada	100	Ammirati Puris Lintas Canada Ltd.

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
FOREIGN:			
FSA Targeting Inc.	Canada	100	Registrant
Gingko Direct Ltd.	Canada	100	The Gingko Group Ltd.
Hawgtown Creative Ltd.	Canada	100	DraftWorldwide, Inc.
ISOGROUP Canada, Inc.	Canada	100	Registrant
Lowe Investments Limited	Canada	100	Lowe Group Holdings Inc. (54%) Lowe Worldwide Holdings BV (46%)
MacLaren McCann Canada Inc.	Canada	100	Registrant
Promaction Corporation	Canada	100	McCann-Erickson Advert. of Canada
Promaction 1986 Inc.	Canada	100	MacLaren McCann Canada, Inc.
Shandwick Canada Inc.	Canada	100	Shandwick Investment of Canada Ltd.
Shandwick Investment of Canada Ltd.	Canada	100	Shandwick Investments Ltd.
The Gingko Group Ltd.	Canada	100	DraftWorldwide Canada, Inc.
The Medicine Group Limited	Canada	51	Complete Medical Group Ltd.
Tribu Lintas Inc.	Canada	100	MacLaren McCann Canada, Inc.
Ammirati Puris Lintas Chile S.A.	Chile	100	Ammirati Puris Lintas Holding B.V.
Dittborn, Urzueta y Asociados Marketing Directo S.A.	Chile	60	McCann-Erickson S.A. de Publicidad
Initiative Media Servicios de Medios Ltda.	Chile	99	Ammirati Puris Lintas Chile S.A.
Lowe (Chile) Holdings SA	Chile	100	Lowe & Partners South America Holdings SA
McCann-Erickson S.A. de Publicidad	Chile	100	Registrant
Ammirati Puris Lintas China	China	50	Registrant & Shanghai Bang Da Advertising
Lowe & Partners Live Consultants Ltd.	China	90	Lowe & Partners Live Limited
McCann-Erickson Guangming Advertising Limited	China	51	McCann-Erickson Worldwide
Ammirati Puris Lintas Colombia	Colombia	100	Registrant
Epoca S.A.	Colombia	60	Registrant
Harrison Publicidad De Colombia S.A.	Colombia	100	Registrant
Initiative Media Colombia S.A.	Colombia	100	Ammirati Puris Lintas Colombia
McCann-Erickson Centroamericana (Costa Rica) Ltda.	Costa Rica	100	Registrant
McCann-Erickson Zagreb	Croatia	100	McCann-Erickson Int'l GmbH McCann-Erickson Prague
Ammirati Lintas Praha Spol. S.R.O.	Czech Rep.	100	Ammirati Puris Lintas Deutschland
McCann-Erickson Prague, Spol. S.R.O.	Czech Rep.	100	McCann-Erickson International GmbH
Pool Media International srl	Czech Rep.	100	McCann-Erickson Prague, Spol. s.r.o.
Femencom Limited	Cyprus	100	Third Dimension Limited

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
FOREIGN:			
Ammirati Puris Lintas Denmark A/S	Denmark	100	Ammirati Puris Lintas Holding B.V.
Campbell-Ewald Aps	Denmark	100	Registrant
Initiative Universal Aps	Denmark	100	Registrant
Job A/S	Denmark	100	Ammirati Puris Lintas Denmark
McCann-Erickson A/S	Denmark	100	Registrant
Medialog A/S	Denmark	100	Registrant
Overseas Group Denmark Aps	Denmark	100	Registrant
Overseas Holdings Denmark AS	Denmark	100	Overseas Group Denmark Aps
Parafilm A/S	Denmark	100	Registrant
Progaganda, Reuther, Lund & Priesler Reklamebureau Aps	Denmark	75	Registrant
Signatur APS	Denmark	100	Ammirati Puris Lintas Denmark A/S
McCann-Erickson Dominicana, S.A.	Dominican Rep.	100	Registrant
McCann-Erickson (Ecuador) Publicidad S.A.	Ecuador	96	McCann-Erickson Corporation (Int'l)
McCann-Erickson Centro Americana (El Salvador) S.A.	El Salvador	100	Registrant
Ammirati Puris Lintas Oy	Finland	100	Lintas Holding B.V.
Hasan & Partners Oy	Finland	100	Registrant
Lintas Service Oy	Finland	100	Lintas Oy
Lowe Brindfors Oy	Finland	100	Lowe Sweden AB
Lowe Brindfors Production Oy	Finland	100	Lowe Brindfors Oy
Mainostoinisto Ami Hasan & Company Oy	Finland	100	Hasan & Partners, Inc.
Mainostoinisto Womena - McCann Oy	Finland	100	Registrant
McCann-Pro Oy	Finland	100	Oy Liikemainonta-McCann AB
Oy Liikemainonta-McCann AB	Finland	100	Registrant
PMI-Mediaporssi Oy	Finland	66	Oy Liikemainonta-McCann AB (33%) and Lintas Oy (33%)
Womena-Myynninvauhdittajat Oy	Finland	100	Oy Liikemainonta-McCann AB
Alice SNC	France	50	Lowe Alice S.A.
Ammirati Puris Lintas S.A.	France	100	France C.C.P.M.
CDRG France	France	74	McCann-Erickson France Holding Co.
Creation Sarl	France	97.5	SP3 S.A.
Creative Marketing Service SAS	France	100	France C.C.P.M.
DCI Pharma Sarl	France	100	Zeta S.A.
D.L. Blair Europe SNC	France	100	T.C. Promotions, I, Inc. (50%) and T.C. Promotions II, Inc. (50%)

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
FOREIGN:			
DraftDirect Worldwide Sante Sarl	France	100	DraftWorldwide S.A.
DraftWorldwide S.A.	France	100	Draft Group Holdings Limited
E.C. Television/Paris, S.A.	France	100	France C.C.P.M.
Fab + S.A.	France	99.4	SP3 S.A.
France C.C.P.M.	France	100	Ammirati Puris Lintas Holding B.V.
Huy Oettgen Oettgen S.A.	France	100	DraftWorldwide S.A.
Infernal Sarl	France	100	SP3 S.A.
Initiatives Media Paris S.A.	France	100	France C.C.P.M.
Leuthe il-autre Agence	France	85	McCann-Erickson (France) Holding Co.
Lowe Alice S.A.	France	100	Lowe Worldwide Holdings B.V.
MACAO	France	100	McCann-Erickson France
MacLaren Lintas S.A.	France	100	France C.C.P.M.
McCann Communications	France	75	McCann-Erickson (France) Holding Co.
McCann-Promotion S.A.	France	99.8	McCann-Erickson (France) Holding Co.
McCann-Erickson (France) Holding Co.	France	100	Registrant
McCann-Erickson (Paris) S.A.	France	100	McCann-Erickson (France) Holding Co.
McCann-Erickson Rhone Alpes S.A.	France	100	McCann-Erickson (France) Holding Co.
McCann-Erickson Thera France	France	74	CDRG Communications
MDEO	France	80	McCann-Erickson France
Menu & Associes	France	51	The Coleman Group Worldwide LLC
Octagon Sports Marketing Sarl	France	100	Advantage Int'l Holdings Inc.
Pierre De Lune S.A.	France	100	Topaze Investissements S.A.
Pschitt S.A.	France	100	Pschitt K France S.A.
Publi Media Service	France	50	Owned in quarters by McCann, Ammirati Puris Lintas agencies in France, Publicis and Idemedia
Shandwick France Sarl	France	100	Shandwick Holdings SA
Shandwick Holding SA	France	100	Shandwick Investments Ltd.
Slad	France	60	McCann-Erickson (France) Holding Co.
SPEDIC	France	100	Registrant
SP3 S.A.	France	100	McCann-Erickson (France) Holding Co.
Strateus	France	72	France C.C.P.M.
Synthese Marketing S.A.	France	100	DraftWorldwide S.A.
Topaze Investissements S.A.	France	100	DraftWorldwide S.A.
Topaze Promotions Valeur S.A.	France	100	Topaze Investissements S.A.
Universal Media S.A.	France	100	McCann-Erickson (France) Holding Co.

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
FOREIGN:			
Valefi	France	55	McCann-Erickson (France) Holding Co.
Virtuelle	France	60	Fieldplan Limited
Western International Media Holdings Sarl	France	100	Alice SNC
Zeta Agence Consel En Publicite S.A.	France	100	DraftDirect Worldwide Sante Sarl
Zoa Sarl	France	100	Lowe Abrie SNC
Adplus Werbeagentur GmbH	Germany	100	Lowe EKR Werbeagentur GmbH
Advantage International GmbH	Germany	100	Advantage Int'l Holdings Inc.
Ammirati Puris Lintas Deutschland GmbH	Germany	100	Registrant
Ammirati Puris Lintas Service GmbH	Germany	100	Ammirati Puris Lintas Deutschland
Ammirati Puris Lintas Hamburg GmbH	Germany	100	Ammirati Puris Lintas Deutschland
Ammirati Puris Lintas S Communications GmbH	Germany	100	Ammirati Puris Lintas Deutschland
Baader, Lang, Behnken Werbeagentur GmbH	Germany	100	Ammirati Puris Lintas Deutschland
B&L Dr. von Bergen und Rauch GmbH	Germany	100	Interpublic GmbH
Creative Media Services GmbH	Germany	100	Ammirati Puris Lintas Deutschland
DCM Dialog-Creation-Munchen Agentur fur Dialogmarketing GmbH	Germany	80	M&V Agentur fur Dialogmarketing und Verkaufsforderung GmbH
DraftDirect Worldwide Holdings GmbH (Germany)	Germany	100	Draft Group Holdings Limited
DraftWorldwide Agentur fur Marketing Kommunikation GmbH (Munich)	Germany	70	M&V Agentur fur Dialogmarketing und Verkaufsforderung GmbH
Exclusiv-Verlag Meissner GmbH	Germany	100	Shandwick Deutschland GmbH & Co. KG
Heinrich Hoffman & Partner GmbH	Germany	100	Lowe EKR Werbeagentur GmbH
Hoffman Schnakenberg	Germany	100	Lowe & Partners
Initiativ Media GmbH	Germany	100	Ammirati Puris Lintas Deut. GmbH
Interpublic GmbH	Germany	100	Registrant
KMB Kommunikation Und Marketing Bonn GmbH	Germany	100	Shandwick Deutschland GmbH & Co. KG
Kolitho Repro GmbH	Germany	100	Peter Reincke Direkt-Marketing GmbH
Krakow McCann Werbeagentur GmbH	Germany	100	McCann-Erickson Deutschland GmbH
Kreatives Direktmarketing Beteiligungs GmbH	Germany	100	Draft Group Holdings Limited
Lowe Deutschland GmbH	Germany	100	Lowe Worldwide Holdings B.V. (75%) and Registrant (25%)
Lowe EKR Werbeagentur GmbH	Germany	100	Lowe Deutschland GmbH
Lowe Hoffmann & Schnolenberg GmbH	Germany	51.2	Lowe Deutschland GmbH
Lowe & Partners GmbH Hamburg	Germany	100	Lowe Deutschland Gmbh
Lutz Bohme Public Relations GmbH	Germany	100	Shandwick Deutschland GmbH & Co. KG
Mailpool Adressen-Management GmbH	Germany	100	DraftDirect Worldwide Holdings GmbH

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FOREIGN:			
Max W.A. Kramer GmbH	Germany	100	Ammirati Puris Lintas Deut. GmbH
McCann Direct GmbH	Germany	100	McCann-Erickson Deutschland GmbH
McCann-Erickson Dusseldorf	Germany	100	McCann-Erickson Deutschland
McCann-Erickson (International) GmbH	Germany	100	Registrant
McCann-Erickson Deutschland GmbH	Germany	100	McCann-Erickson (Int'l) GmbH
McCann-Erickson Deutschland GmbH & Co. Mgmt. Prop. KG (Partnership)	Germany	100	Registrant
McCann-Erickson Scope GmbH	Germany	100	McCann-Erickson Deutschland GmbH
McCann-Erickson Frankfurt GmbH	Germany	100	McCann-Erickson Deutschland GmbH
McCann-Erickson Hamburg GmbH	Germany	100	McCann-Erickson Deutschland GmbH
McCann-Erickson Management Property GmbH	Germany	100	McCann-Erickson Deutschland GmbH (80%), Interpublic GmbH (20%)
McCann-Erickson Nurnberg GmbH	Germany	100	McCann-Erickson DeutschlandGmbH
McCann-Erickson Thunderhouse	Germany	100	Registrant
McCann-Erickson Service GmbH	Germany	100	McCann-Erickson Deutschland GmbH
MCS Medizinischer Creativ Service, GmbH	Germany	60	McCann-Erickson Deutschland GmbH
M&V Agentur fur Dialogmarketing und Verkaufsforderung GmbH	Germany	82	DraftDirect Worldwide Holdings GmbH Germany
Peter Reincke/ DraftWorldwide GmbH	Germany	76	DraftDirect Worldwide Holdings GmbH
PR Bonn Public Relations Gesellschaft fur Kommunikatins und Marketingberatung mbH	Germany	100	McCann-Erickson Deutschland GmbH
PWS	Germany	100	McCann-Erickson Deutschland GmbH
Scherer MRM Holding GmbH	Germany	75	McCann-Erickson Deutschland
Scherer Team GmbH	Germany	100	Scherer MRM Holding GmbH
Servicepro Agentur fur Dialogmarketing und Verkaufsforderung GmbH	Germany	100	M&V Agentur Fur Dialogmarketing und Verkaufsforderung GmbH
Shandwick Deutschland GmbH & Co. KG	Germany	100	Shandwick Europe Holding GmbH
Shandwick Deutschland Verwaltungsgesellschaft MBH	Germany	100	Shandwick Europe Holding GmbH
Shandwick Europe Holding GmbH	Germany	100	Shandwick Investments Ltd.
Stinnes Marketing Consulting GmbH	Germany	100	Shandwick Deutschland GmbH & Co. KG
Typo-Wenz Artwork GmbH	Germany	100	Interpublic GmbH
Universalcommunication Media Intensiv GmbH	Germany	100	Interpublic GmbH
Unterstuetzungskasse der H.K. McCann Company GmbH	Germany	100	McCann-Erickson (International) GmbH

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
FOREIGN:			
Verwaltungsgesell Schaft Lutz Bohme GmbH	Germany	100	Shandwick Europe Holding GmbH
Western Media GmbH	Germany	100	Adplus GmbH
Wolff & Partner DraftWorldwide, Kreatives Direktmarketing GmbH & Co.	Germany	100	DraftDirect Worldwide Holdings GmbH Germany
Ammirati Puris Lintas Advertising Company S.A.	Greece	100	Interpublic Ltd. (95%), Fieldplan Ltd. (5%)
Ammirati Puris Lintas Worldwide Advertising (Hellas) L.L.C.	Greece	100	Interpublic Limited
International Media Advertising S.C.A.	Greece	100	Fieldplan Ltd.
McCann-Erickson Athens S.A.	Greece	100	Registrant
Sprint Advertising S.A.	Greece	51	Fieldplan Limited
Initiative Media Advertising S.A.	Greece	100	Fieldplan Limited
Universal Media Hellas S.A.	Greece	100	McCann-Erickson (Int'l) GmbH
Publicidad McCann-Erickson Centroamericana (Guatemala), S.A.	Guatemala	100	Registrant
Asdia Limited	Guernsey	70	Registrant
McCann-Erickson Centroamericana S. de R.L. (Honduras)	Honduras	100	Registrant
Anderson & Lembke Asia Limited	Hong Kong	100	Anderson & Lembke, Inc.
Ammirati Puris Lintas Hong Kong Ltd.	Hong Kong	54	Lintas Holdings B.V. (54%) and Wilson Chan (46%)
Communications Services International Asia Pacific Limited	Hong Kong	100	CSI International Holdings S.A.
Dailey International Enterprises Ltd.	Hong Kong	100	Registrant (50%), Ammirati Puris Lintas (50%)
Dailey Investments Limited	Hong Kong	100	Registrant (50%), Ammirati Puris Lintas (50%)
DraftWorldwide Limited	Hong Kong	100	DraftWorldwide, Inc.
Infoplan (Hong Kong) Limited	Hong Kong	100	McCann-Erickson (HK) Limited
Lowe & Partners/Live Limited	Hong Kong	74	Lowe Group Holdings Inc.
Ludgate Asia Ltd.	Hong Kong	100	Ludgate Group Limited
McCann-Erickson, Guangming Ltd.	Hong Kong	100	Registrant
McCann-Erickson (HK) Limited	Hong Kong	100	Registrant

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FOREIGN:			
Octagon Prism Limited	Hong Kong	85	Octagon Sports Marketing Limited
Orvieto Limited	Hong Kong	100	Asiatic Corp.
Presko Limited	Hong Kong	100	Shandwick Asia Pacific Limited
Prism Golf Management Limited	Hong Kong	50	Octagon Prism Limited
Prism Holdings Limited	Hong Kong	80	Octagon Prism Limited
Shandwick Asia Pacific Limited	Hong Kong	100	Shandwick Investments Limited
Shandwick Hong Kong Limited	Hong Kong	100	Shandwick Asia Pacific Limited
Strategic Solutions Limited	Hong Kong	100	DraftWorldwide Limited H.K.
Ammirati Puris Lintas Budapest Reklam Es Marketing Kommunikacios Kft	Hungary	100	Ammirati Puris Lintas Deutschland (90%) and Ammirati Puris Lintas Hamburg GmbH (10%)
Initiative Media Hungary	Hungary	100	Lintas Budapest
McCann Communications Budapest KFT	Hungary	100	Registrant
McCann-Erickson Interpress International Advertising Agency Ltd.	Hungary	100	Registrant
Associate Corp. Consl. (India) Pvt.Ltd.	India	99.60	McCann-Erickson (India) Private Ltd.
Karishma Advertising Ltd.	India	99.95	Lintas India Ltd.
McCann-Erickson (India) Pvt.	India	60	McCann-Erickson Worldwide Inc.
Quadrant Communications Pvt. Ltd.	India	50	Lintas India Limited (50%) and Pratibha Advertising (50%)
Result Services Private Ltd.	India	99.10	McCann-Erickson (India) Private Ltd.
APL Indonesia	Indonesia	55	Ammirati Puris Lintas
PT Intra Primustana Respati	Indonesia	100	Shandwick Investment Ltd.
McCann-Erickson, Limited	Ireland	100	Registrant
Kesher Barel	Israel	50	Registrant
Select Media	Israel	100	Registrant
Shamluk, Raban, Golani	Israel	60	A.T.M.Z. Holding Company Ltd.
Ammirati Puris Lintas Milano S.p.A.	Italy	100	Ammirati Puris Lintas Holding BV
Centro Media Planning-Buying-Booking S.r.l.	Italy	100	Ammirati Puris Lintas Milano SpA
Chorus Media Srl	Italy	51	Lowe Pirella Gottsche SpA
Dialogo	Italy	100	McCann-Erickson Italiana SpA
DraftWorldwide Italia Srl.	Italy	100	DraftWorldwide, Inc.
Exel S.R.L.	Italy	99	Ammirati Puris Lintas SPA
Flammini	Italy	100	Octagon
Gio Rossi	Italy	71	McCann-Erickson
Initiative Media S.R.L.	Italy	100	Ammirati Puris Lintas SPA
Infoplan Italiana S.P.A.	Italy	100	Registrant

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FOREIGN:			
Lowe Pirella Gottsche S.p.A.	Italy	100	Lowe Worldwide Holdings BV
McCann-Erickson Italiana S.p.A.	Italy	100	Registrant
McCann Marketing Communications S.p.A.	Italy	100	McCann-Erickson Italiana SpA
Octagon Motorsport Srl.	Italy	100	Inka AG
Pool Media International (P.M.I.) S.r.l.	Italy	100	Registrant (95%) and Business Science Research Corp (5%)
SBK Motorsport Srl	Italy	100	SBK Superbike International Ltd.
Shandwick Corporate Communication SPA	Italy	100	Shandwick Investments Limited
Shandwick Italia Holding Srl	Italy	100	Shandwick Investments Limited
Shandwick Marketing Communication Srl	Italy	100	Shandwick Italia Holding Srl
Shandwick Roma in Liquidazione Srl	Italy	100	Shandwick Italia Holding Srl
Spring S.R.L.	Italy	99	Ammirati Puris Lintas SPA
Universal S.R.L.	Italy	100	Registrant
Universal Media Srl	Italy	100	McCann-Erickson Italiana SpA
Ammirati Puris Lintas S.A.	Ivory Coast	67	France C.C.P.M.
McCann-Erickson Ivory Coast	Ivory Coast	98.80	McCann-Erickson France
Nelson Ivory Coast	Ivory Coast	100	McCann-Erickson France
McCann-Erickson (Jamaica) Limited	Jamaica	100	Registrant
Ammirati Puris Lintas K.K.	Japan	100	Ammirati Puris Lintas Nederland BV
Hakuhodo Lintas K.K.	Japan	50	Registrant
Infoplan, Inc.	Japan	100	McCann-Erickson Inc.
International Management Consultants Ltd.	Japan	100	IPR Shandwick Inc.
IPR Shandwick Inc.	Japan	100	Shandwick Investments Limited
Japan Marketing Communications Inc.	Japan	100	IPR Shandwick Inc.
KK ISD Japan	Japan	75	McCann-Erickson Inc.
K.K. Momentum	Japan	100	McCann-Erickson Inc.
K.K. Standard McIntyre	Japan	100	McCann-Erickson Healthcare, Inc.
McCann-Erickson Inc.	Japan	100	Registrant
Public Relations Services Co. Ltd.	Japan	100	IPR Shandwick Inc.
Universal Public Relations Services Ltd.	Japan	100	IPR Shandwick Inc.
Third Dimension Limited	Jersey	100	Interpublic Limited
Vy-McCann Limited	Jersey	51	McCann-Erickson Worldwide, Inc.
Kazakhstan	Kazakhstan	100	Registrant
McCann-Erickson (Kenya) Limited	Kenya	73	Registrant
McCann-Erickson Korea	Korea	51	McCann-Erickson

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FOREIGN:			
Communication Services (International) Holdings S.A.	Luxembourg	100	Registrant
Inka AG	Luxembourg	100	Octagon Motorsport Limited
API Sponsorship SDM.BHD	Malaysia	100	Advantage Sponsorship Canada Ltd. (50%) & Octagon Sports Marketing Ltd. (50%)
DraftWorldwide Sdn. Bhd.	Malaysia	98.8	DraftWorldwide, Inc.
Initiative Media (M) Sdn. Bhd.	Malaysia	100	Ammirati Puris Lintas (Malaysia) Sdn. Bhd.
McCann-Erickson (Malaysia) Sdn. Bhd.	Malaysia	100	Registrant
Mutiara-McCann (Malaysia) Sdn. Bhd.	Malaysia	83.50	Registrant
Shandwick Sdn. Bhd.	Malaysia	100	Shandwick Investments Limited
Union 2000	Malaysia	60	DraftWorldwide, Inc.
Universal Communication Sdn. Bhd.	Malaysia	100	McCann-Erickson (Malaysia) Sdn. Bhd.
Lowe Mauritius Limited	Mauritius	100	Lowe Group Holdings Inc.
Ammirati Puris Lintas S.A. de C.V.	Mexico	100	Interpublic Holding Company SA de CV
Corporacion Interpublic Mexicana, S.A. de C.V.	Mexico	100	Interpublic Holding Company SA de CV
Inversionistas Asociados, S.A. De C.V.	Mexico	100	Interpublic Holding Company SA de CV
Initiative Media, S.a. de C.V.	Mexico	100	Interpublic Holding Company SA de CV
Initiative Media Mexico	Mexico	100	Interpublic Holding Company SA de CV
Inversionistas Asociados, S.A. De C.V.	Mexico	100	Interpublic Holding Company SA de CV
Lowe & Partners/SMS De Mexico, S.A.	Mexico	100	Interpublic Holding Company SA de CV
Pedrote	Mexico	60	Interpublic Holding Company SA de CV
Publicidad Nortena, S. De R.L. De C.V.	Mexico	100	Interpublic Holding Company SA de CV
Vierka	Mexico	100	Interpublic Holding Company SA de CV
CSI International SAM	Monaco	100	Communication Services Int'l (Holdings) S.A.
Ammirati Puris Lintas Direct B.V.	Netherlands	80	Ammirati Puris Lintas Nederland B.V.
Ammirati Puris Lintas Holding B.V.	Netherlands	100	Registrant
Ammirati Puris Lintas Nederland B.V.	Netherlands	100	IPG Nederland B.V.
Anderson & Lembke Europe B.V.	Netherlands	100	Anderson & Lembke, Inc.
Borremans & Ruseler Thematische Actiemarketing BV	Netherlands	100	Borus Groep BV
Borus Groep BV	Netherlands	100	IPG Nederland BV
Coleman Millford B.V.	Netherlands	71	IPG Nederland B.V.

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FOREIGN:			
CSI International B.V.	Netherlands	100	CSI International N.V.
Data Beheer B.V.	Netherlands	100	Data Holding B.V.
Data Holding B.V.	Netherlands	100	IPG Nederland B.V.
Gold Reclame En Marketing Advisers B.V.	Netherlands	100	IPG Nederland B.V.
Initiative Media Programming B.V.	Netherlands	100	Ammirati & Puris Lintas B.V.
IPG Nederland B.V.	Netherlands	100	Registrant
ISOGroup Europe BV	Netherlands	100	Registrant
Lowe Digital B.V.	Netherlands	80	Lowe Direct (22.5%), Lowe Kuiper & Schouten (57.5%)
Lowe Direct B.V.	Netherlands	60	Lowe Kuiper & Schouten B.V.
Lowe Holland B.V.	Netherlands	100	Lowe Worldwide Holdings B.V.
Lowe International Holdings B.V.	Netherlands	100	Registrant
Lowe Kuiper & Schouten B.V.	Netherlands	100	Lowe Worldwide Holdings B.V.
Lowe Worldwide Holdings B.V.	Netherlands	100	Poundhold Ltd.
McCann-Erickson (Nederland) B.V.	Netherlands	100	IPG Nederland B.V.
Octagon Worldwide Holdings B.V.	Netherlands	100	Octagon Worldwide Inc
Pacific Investments Trust BV	Netherlands	100	SBK Superbike International Limited
P. Strating Promotion B.V.	Netherlands	100	IPG Nederland B.V.
Programming Media International B.V.	Netherlands	100	Registrant
Reclame-Adviesbureau Via B.V.	Netherlands	100	IPG Nederland B.V.
Roomijsfabriek "De Hoop" B.V.	Netherlands	100	Ammirati Puris Lintas Holding B.V.
Shandwick B.V.	Netherlands	100	Shandwick Investments Limited
Shandwick International B.V.	Netherlands	100	Shandwick Investments Limited
Shandwick Netherland B.V.	Netherlands	100	Shandwick International B.V.
Shandwick New Zealand Limited	Netherlands	100	Shandwick Investments Limited
Universal Media B.V.	Netherlands	100	IPG Nederland B.V.
VDBJ Stichting Beheer Sandelen VDBJ/ Communicatie Groep B.V.	Netherlands	60	IPG Nederland B.V.
Western International Media Holdings B.V.	Netherlands	100	Lowe Group Holdings, Inc. (52%), Ammirati Puris Lintas (38%), and Western Media (10%)
Zet Zet B.V.	Netherlands	100	Data Gold B.V.
Ammirati Puris Lintas (NZ) Limited	New Zealand	51	Registrant
DLM	New Zealand	100	McCann-Erickson
Initiative Media (NZ) Limited	New Zealand	99	Ammirati Puris Lintas (NZ) Ltd.
McCann-Erickson Limited	New Zealand	100	Registrant
Pritchard Wood-Quadrant Ltd.	New Zealand	100	Registrant

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
FOREIGN:			
Universal Media Limited	New Zealand	100	McCann-Erickson Limited
Digit A/S	Norway	100	JBR/McCann/A/S
JBR Film A/S	Norway	100	JBR Reklamebyra A/S
JBR McCann A/S	Norway	100	McCann-Erickson A/S
JBR McCann Signatur A/S	Norway	100	McCann-Erickson A/S
JBR Purkveien A/S	Norway	100	McCann-Erickson A/S
JBR Riddeersvoldgate A.S.	Norway	100	McCann-Erickson A/S
Lowe Norway A/S	Norway	100	Lowe Sweden AB
Lowe & Partners Norway A/S	Norway	66.6	Lowe Norway A/S
McCann-Erickson A/S	Norway	100	McCann-Erickson Marketing
Scandinavian Design Group AS	Norway	75	McCann-Erickson AS
Showproduksjon AS	Norway	100	McCann-Ercikson AS
Epoca McCann S.A.	Panama	100	Registrant
Ammirati Puris Lintas Manila	Philippines	58	Registrant
H.K. McCann Communications Company, Inc.	Philippines	100	McCann-Erickson (Philippines) Inc.
McCann-Erickson (Philippines), Inc.	Philippines	58	Registrant (30%), Business Science Research Corp. (28%)
McCann Group of Companies, Inc.	Philippines	100	Registrant
Ammirati Puris Lintas Warsawa Sp.	Poland	100	Ammirati Puris Lintas Deut. GmbH
IM Warsaw	Poland	100	Ammirati Puris Lintas Warsaw
ITI McCann-Erickson Int'l Advertising	Poland	100	McCann-Erickson International GmbH
McCann Communications-Poland	Poland	100	Registrant
McCann-Erickson Prague Spol. s.r.o.	Poland	100	McCan-Erickson International GmbH
Ammirati Puris Lintas, Lda.	Portugal	100	Interpublic SGPS/Lda.
Iniciativas De Meios-Actividades Publicitarias, Limitada	Portugal	98	Ammirati Puris Lintas, Ltda.
Interpublic SGPS/Lda	Portugal	100	Registrant
Kramaidem-Publicidade E Marketing, S.A.	Portugal	100	Registrant
McCann-Erickson/ Portugal Limitada	Portugal	100	Interpublic SGPS/Ltda.
MKM Markimage, Marketing E Imagem, S.A.	Portugal	100	McCann-Erickson Portugal Publicidade Ltda.
Universal Media Publicidade, Limitada	Portugal	100	McCann-Erickson/Portugal Ltda.
Ammirati Puris Lintas Puerto Rico, Inc.	Puerto Rico	100	Ammirati Puris Lintas, Inc.
McCann-Erickson, Dublin Limited	Republic of Ireland	100	Registrant

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
FOREIGN:			
B.V. McCann-Erickson Romania	Romania	75	Registrant
McCann-Erickson Moscow	Russia	100	McCann-Erickson Int'l GmbH
Boroughloch	Scotland	100	DraftWorldwide, Inc.
Ammirati Puris Lintas (Singapore) Pte. Ltd.	Singapore	100	Registrant
Draftworldwide Pte. Ltd.	Singapore	60	DraftWorldwide, Inc.
Lowe & Partners/Monsoon Advertising Pte. Ltd.	Singapore	80	Lowe Group Holdings Inc.
McCann-Erickson (Singapore)	Singapore	100	Registrant
Octagon RTA Pte Limited	Singapore	80	Octagon Worldwide Inc.
Shandwick Pte Limited	Singapore	100	Shandwick Investments Limited
CPM Slovakia SRO	Slovak Rep.	50	Panmedia Werbeplanung GmbH
McCann-Erickson Bratislava	Slovak Rep.	100	McCann-Erickson Prague Spol. s.r.l.
Adsearch Proprietary Limited	South Africa	100	Registrant
Ammirati Puris Lintas (Proprietary) Limited	South Africa	100	Ammirati Puris Lintas Holding B.V. (76%) Registrant (24%)
Campbell-Ewald Proprietary Limited	South Africa	100	McCann-Erickson South Africa Proprietary Limited
Column Communications CC	South Africa	100	Ammirati Puris Lintas (Prop.) Ltd.
Fibre Design Communication (Proprietary) Ltd.	South Africa	100	Registrant
Group Africa Investments (Proprietary) Ltd.	South Africa	70	Registrant
McCann Cape Town (Proprietary) Limited	South Africa	100	McCann Group
McCann Durban (Proprietary) Limited	South Africa	100	McCann Group
McCann-Erickson Promotions (Proprietary) Ltd.	South Africa	100	Registrant
McCann-Erickson South Africa (Pty.) Ltd. ("McCann Group")	South Africa	100	Registrant
McCann International (Proprietary) Limited	South Africa	100	McCann Group
McCann South Africa Proprietary Limited	South Africa	100	McCann-Erickson Johannesburg (Proprietary) Limited
McCann-Erickson Johannesburg (Proprietary) Limited	South Africa	100	McCann-Erickson South Africa (Proprietary) Limited
McCannix Proprietary Limited (Proprietary) Limited	South Africa	100	McCann-Erickson Johannesburg
Media Initiative (Proprietary) Limited	South Africa	100	Ammirati Puris Lintas (Proprietary) Limited
The Loose Cannon Company Proprietary Limited Proprietary Limited	South Africa	100	McCann-Erickson South Africa

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
FOREIGN:			
Universal Media (Proprietary) Limited	South Africa	100	McCann Group
Lintas Korea, Inc.	South Korea	100	Registrant
McCann-Erickson, Inc.-Doosan	South Korea	100	McCann-Erickson Marketing, Inc.
Alpha Grupo de Comunicacion Cientifica, S.L.	Spain	60	Shandwick Iberica S.A.
Ammirati Puris Lintas S.A.	Spain	100	Ammirati Puris Lintas Holding B.V.
Cachagua S.A.	Spain	100	The Interpublic Group of Companies de Espana S.A.
Cano & Martinez Direct, S.A.	Spain	80	McCann-Erickson, S.A.
Clarin, S.A.	Spain	100	McCann-Erickson S.A.
Coleman Schmidlin & Partner S.A.	Spain	71	Coleman Group Worldwide, LLC
Common Sense Publicidad Y Diseno, S.A.	Spain	80	McCann-Erickson S.A.
Directing MRM S.A.	Spain	99.99	The Interpublic Group of Companies De Espana S.A.
DraftWorldwide S.A.	Spain	100	Draft Group Holdings Limited
Encuadre S.A.	Spain	67	Clarin, S.A.
Events & Programming International Consultancy, S.A. (EPIC)	Spain	100	The Interpublic Group of Companies de Espana S.A.
Iniciativas de Medios, S.A.	Spain	100	Ammirati Puris Lintas, S.A.
Infomark, S.A. (Informatica Aplicada al Marketing, S.A.)	Spain	75	McCann-Erickson S.A.
Lowe FMRG S.A.	Spain	81	Lowe Worldwide Holdings B.V. (57%) Lowe Int'l Holdings B.V. (24%)
McCann-Erickson S.A.	Spain	100	The Interpublic Group of Companies de Espana S.A.
McCann-Erickson Barcelona S.A.	Spain	100	The Interpublic Group of Companies de Espana S.A.
Pool Media International S.A.	Spain	100	The Interpublic Group of Companies de Espana S.A.
Shandwick Iberica, S.A.	Spain	100	Shandwick Investments Limited
Sidney Comunicacion S.A.	Spain	75	McCann-Erickson S.A.
Sidney Marketing y Communicacion Integral S.A.	Spain	75	McCann-Erickson S.A.
Sidney System Prom, S.A.	Spain	60	McCann-Erickson S.A.
Sidney Task Force S.A.	Spain	60	McCann-Erickson S.A.
The Interpublic Group of Companies de Espana	Spain	100	Registrant
Think for Sale Communication Integral S.L.	Spain	100	DraftWorldwide S.A.
Universal Media S.A.	Spain	100	McCann-Erickson S.A.

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FOREIGN:			
Valmorisco Communications	Spain	100	The Interpublic Group of Companies de Espana S.A.
Western International Media SA	Spain	100	Western Int'l Media Holdings BV
Advantage International AB	Sweden	100	Advantage Int'l Holdings Inc.
Ammirati Puris Lintas Shoppen AB	Sweden	100	Ammirati Puris Lintas AB
Ammirati Puris Lintas AB	Sweden	100	Ammirati Puris Lintas Holding B.V.
Anderson & Lembke AB	Sweden	100	Anderson & Lembke, Inc.
Creator	Sweden	51	McCann-Erickson
Infoplan AB	Sweden	100	McCann-Erickson AB
Large Medium AB	Sweden	50	Lowe Sweden AB
Lowe Sweden AB	Sweden	100	Lowe International Holdings B.V.
Lowe Brindfors Annonsbyra AB	Sweden	100	Lowe Sweden AB
McCann Annonsbyra AB	Sweden	100	McCann-Erickson AB
McCann Annonsbyra I Malmoe AB	Sweden	100	McCann-Erickson AB
McCann-Erickson AB	Sweden	100	Registrant
Message Plus Digital AB	Sweden	100	Lowe Sweden AB
Message Plus Media AB	Sweden	100	Lowe Sweden AB
PMI Initiative Universal Media AB	Sweden	100	Ammirati Puris Lintas AB (50%) McCann-Erickson AB (50%)
Ronnberg & McCann A.B.	Sweden	100	McCann-Erickson AB
Storakers	Sweden	50	Ronnberg & McCann A.B.
Bosch & Butz Werbeagenter AG	Switzerland	80	Lowe International Holdings B.V.
Coleman Schmidlin Partner AG	Switzerland	71	Coleman Group Worldwide LLC
Fisch Meier Direkt AG	Switzerland	100	Ammirati Puris Lintas Deutschland
Fisch Meier Promotion AG	Switzerland	100	Fisch Meier Direkt AG
Get Neue Gestaltungstechnik AG	Switzerland	100	Bosch & Butz Werbeagenter AG
Initiative Media Western AG	Switzerland	100	Western Int'l Media Holdings BV
Initiative Media Switzerland	Switzerland	100	Ammirati Puris Lintas Holding B.V.
Lowe GGK AG	Switzerland	80	Lowe International Holdings BV
McCann-Erickson S.A.	Switzerland	100	Registrant
McCann-Erickson Services S.A.	Switzerland	100	Registrant
Octagon Worldwide AG	Switzerland	100	Advantage Int'l Holdings, Inc.
P.C.M. Marketing AG	Switzerland	100	Ammirati Puris Lintas Deut. GmbH
Pool Media-PMI S.A.	Switzerland	100	Registrant
Target Group AG	Switzerland	51	McCann-Erickson
Unimedia S.A.	Switzerland	100	Registrant

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FOREIGN:			
Ammirati Puris Lintas Taiwan Ltd.	Taiwan	100	Registrant
McCann-Erickson Communications Group Co. Ltd.	Taiwan	100	Registrant
Shandwick Taiwan Ltd.	Taiwan	100	Shandwick Asia Pacific Limited
Ammirati Puris Lintas (Thailand) Ltd.	Thailand	100	Registrant
BTL (Thailand) Ltd.	Thailand	100	Presko Shandwick Ltd.
McCann-Erickson (Thailand) Ltd.	Thailand	100	Registrant
Shandwick Taiwan Ltd.	Taiwan	100	Shandwick Asia Pacific Limited
Ammirati Puris Lintas (Thailand) Ltd.	Thailand	100	Registrant
BTL (Thailand) Ltd.	Thailand	100	Presko Shandwick Ltd.
McCann-Erickson (Thailand) Ltd.	Thailand	100	Registrant
Presko Shandwick Limited	Thailand	100	Shandwick Holdings Ltd. (51%) Orvieto Ltd. (49%)
Shandwick Holdings Limited	Thailand	100	Shandwick Investments Limited
Lintas Gulf Limited	U.A.E.	51	Ammirati Puris Lintas Worldwide Ltd.
McCann-Erickson (Trinidad) Limited	Trinidad	100	Registrant
Lowe Adam	Turkey	100	The Lowe Group
Grafika Lintas Reklamcilik A.S.	Turkey	51	Registrant
Initiative Media Istanbul	Turkey	70	Registrant
Link Ajams Limited Sirketi	Turkey	100	PARS
Lowe Adam Tanitim Hizmetleri AS Turkey	Turkey	80	Lowe International Holdings B.V.
McCann-Direct Reklam Tanitama Servisleri A.S.	Turkey	100	PARS
PARS McCann-Erickson Reklamcilik A.S.("PARS")	Turkey	100	Registrant
Universal Media Planlama Ve Dagitim	Turkey	100	PARS
Addison Whitney Worldwide Ltd.	United Kingdom	100	Interpublic Limited (50%), Bus. Science Research (50%)
Addition Communications Limited	United Kingdom	100	SP Group Limited
Addition Marketing Group Limited	United Kingdom	100	SP Group Limited
Advantage Soccer Limited	United Kingdom	100	Octagon Sports Marketing Ltd.
Advantage Sponsorship Canada Limited	United Kingdom	100	Octagon Sports Marketing Ltd.
Advantage Sports Media Limited	United Kingdom	100	Octagon Sports Marketing Ltd.
Adware Systems Limited	United Kingdom	100	Orkestra Limited
Advantage Television Limited	United Kingdom	100	Octagon Sports Marketing Ltd.
Ammirati Puris Lintas Limited	United Kingdom	100	Interpublic Limited
Ammirati Puris Lintas International Limited	United Kingdom	100	Interpublic Limited
Ammirati Puris Lintas Worldwide Limited	United Kingdom	100	Interpublic Limited (50%), Bus. Science Research (50%)

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FOREIGN:			
Artel Studios Limited	United Kingdom	100	Stowe, Bowden, Wilson Limited
Barnett Fletcher Promotions Co. Ltd.	United Kingdom	100	Interpublic Limited
Brand Matters Limited	United Kingdom	100	Registrant
Brands Hatch Investments Limited	United Kingdom	100	Brands Hatch Leisure Plc
Brands Hatch Leisure Group Limited	United Kingdom	100	Brands Hatch Limited
Brands Hatch Leisure Plc	United Kingdom	100	Interpublic Inc.
Brands Hatch Limited	United Kingdom	100	Brands Hatch Leisure Plc
Briefcope Limited	United Kingdom	100	IPR Limited
Brilliant Pictures Limited	United Kingdom	100	Still Price Court Twivy D'Souza Lintas Group Limited
British Motorsports Promoters Limited	United Kingdom	50	Brands Hatch Leisure Group Ltd.
Brompton Advertising Ltd.	United Kingdom	100	The Brompton Group Ltd.
Brompton Promotions Ltd.	United Kingdom	100	The Brompton Group Ltd.
Bureau of Commercial Information Limited	United Kingdom	100	Registrant
Bureau of Commercial Research Limited	United Kingdom	100	Registrant
Business Geographics	United Kingdom	70	Int'l Poster Management Ltd.
Campbell-Ewald Limited	United Kingdom	100	Interpublic Limited (50%), Business Science Research (50%)
Causeway Communications Ltd.	United Kingdom	100	IPR Limited
CM Lintas International Ltd.	United Kingdom	100	Interpublic Limited
Coachouse Ltd.	United Kingdom	100	McCann-Erickson Manchester Ltd.
Coleman Planet & Partners Limited	United Kingdom	71	Registrant
Colourwatch Group Limited	United Kingdom	100	Lowe International Limited
Complete Congress Services Limited	United Kingdom	67	Complete Medical Group Limited
Complete Exhibition Services Ltd.	United Kingdom	80	Complete Medical Group Limited
Complete Healthcare Training Limited	United Kingdom	75	Complete Medical Group Limited
Complete Market Research Limited	United Kingdom	75	Complete Medical Group Limited
Complete Medical Communications Int'l Ltd.	United Kingdom	85	Complete Medical Group Limited
Complete Medical Communications (UK) Ltd.	United Kingdom	80	Complete Medical Group Limited
Complete Medical Group Ltd.	United Kingdom	100	Interpublic Limited
Creation	United Kingdom	100	Interpublic Limited
CSI Limited	United Kingdom	100	Third Dimension Limited
Davies/Baron Limited	United Kingdom	100	Interpublic Limited
Davies Day Limited	United Kingdom	100	Octagon Sports Mktg. Ltd. (80%) Registrant (20%)
Daytona Raceway Limited	United Kingdom	100	The Rebel Group Limited

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
FOREIGN:			
Decifer Limited	United Kingdom	75	Lowe International Limited
Diagnosis Limited CMC house	United Kingdom	80	Complete Medical Group Limited
Draft Group Holdings Limited	United Kingdom	100	Draft Group Holdings Limited
DRS Advertising Limited	United Kingdom	100	Draft Group Holdings Limited
Epic (Events & Programming Int'l Consultancy) Limited	United Kingdom	100	Interpublic Limited
Fieldplan Ltd.	United Kingdom	100	Interpublic Limited
Firstsale 2 Limited	United Kingdom	100	Shandwick Marketing Service Ltd.
Fleet PR Limited	United Kingdom	100	Shandwick Public Relations Ltd.
Gotham Limited	United Kingdom	100	Interpublic Limited
Gresham Financial Marketing Ltd.	United Kingdom	100	Shandwick Consultants Ltd.
Grand Slam Millennium Television Ltd.	United Kingdom	100	Octagon Sports Marketing Limited
Grand Slam Sports Limited	United Kingdom	100	Octagon Sports Marketing Limited
Harrison Advertising (International) Ltd.	United Kingdom	100	Interpublic Limited
H.K. McCann Limited	United Kingdom	100	McCann Erickson Advertising Ltd.
Hopkins & Bailey Ltd.	United Kingdom	100	Radclyffe Communications Group Ltd.
HIP 1999 Limited	United Kingdom	100	Draft Group Holdings Limited
HPI International Limited	United Kingdom	100	Draft Group Holdings Limited
HPI Research Group Limited	United Kingdom	100	Draft Group Holdings Limited
Initiative Media Limited	United Kingdom	100	Interpublic Limited
Initiative Media London Limited	United Kingdom	99.5	Still Price Court Twivy D'Souza Lintas Group Limited
Interfocus Group Limited	United Kingdom	75	Lowe International limited
Interfocus Network Ltd.	United Kingdom	100	Interfocus Group Ltd.
International Poster Management Ltd.	United Kingdom	100	Interpublic Limited
International Public Relations ltd.	United Kingdom	100	Interpublic Limited
Interpublic Limited	United Kingdom	100	Registrant
Interpublic Pension Fund Trustee Co. Ltd.	United Kingdom	100	Interpublic Limited
IPR Communications Ltd.	United Kingdom	100	IPR Limited
J V Knightsbridge Travel Limited	United Kingdom	50	Lowe International limited
LHSB Management Services Ltd.	United Kingdom	100	Lowe International Limited
Lintas W.A. Limited	United Kingdom	100	Interpublic Limited
Lovell Vass Boddey Limited	United Kingdom	100	Draft Group Holdings Limited
Lowe Azure Limited	United Kingdom	100	Lowe International limited
Lowe Digital Limited	United Kingdom	100	Lowe International Limited
Lowe Direct Limited	United Kingdom	75	Lowe International Limited

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
FOREIGN:			
Lowe Fusion Healthcare Limited	United Kingdom	100	Lowe International limited
Lowe Lintas Ltd.	United Kingdom	100	Lowe International Limited
Lowe & Howard-Spink Media Limited	United Kingdom	100	Lowe International Limited
Lowe International Limited	United Kingdom	100	Interpublic Limited
Lowe & Partners Financial Limited	United Kingdom	100	Lowe International Limited
Lowe & Partners UK Limited	United Kingdom	100	Lowe International Limited
Lowe Plus Limited	United Kingdom	100	Lowe International limited
Ludcom PLC	United Kingdom	100	Ludgate Group Limited
Ludgate Bachard Limited	United Kingdom	100	Ludgate Group Limited
Ludgate Communications Limited	United Kingdom	100	Ludgate Group Limited
Ludgate Design Limited	United Kingdom	100	Ludgate Group Limited
Ludgate Group Limited	United Kingdom	100	Interpublic Limited
Ludgate Laud Limited	United Kingdom	100	Ludgate Group Limited
Marketing Principles Limited	United Kingdom	100	Draft Group Holdings Limited
Matter of Fact Communications Limited	United Kingdom	100	McCann-Erickson Bristol Limited
McCann Communications Limited	United Kingdom	100	Interpublic Limited
McCann Direct Limited	United Kingdom	100	Interpublic Limited
McCann-Erickson Advertising Limited	United Kingdom	100	Interpublic Limited
McCann-Erickson Belfast Limited	United Kingdom	100	McCann-Erickson United Kingdom Ltd.
McCann-Erickson Bristol Limited	United Kingdom	100	McCann-Erickson United Kingdom Ltd.
McCann-Erickson Central Limited	United Kingdom	100	McCann-Erickson United Kingdom Ltd.
McCann-Erickson Manchester Limited	United Kingdom	100	McCann-Erickson United Kingdom Ltd.
McCann-Erickson Payne, Golley Ltd.	United Kingdom	75.9	McCann-Erickson United Kingdom Ltd.
McCann-Erickson Scotland Limited	United Kingdom	100	McCann-Erickson United Kingdom Ltd.
McCann-Erickson United Kingdom Limited	United Kingdom	100	Interpublic Limited
McCann-Erickson Wales	United Kingdom	100	McCann-Erickson Payne Golley
McCann-Erickson Payne Golley Limited	United Kingdom	100	McCann-Erickson United Kingdom Ltd.
McCann-Erickson Scotland Limited	United Kingdom	100	McCann-Erickson United Kingdom Ltd.
McCann Media Limited	United Kingdom	100	McCann-Erickson Bristol
McCann Properties Limited	United Kingdom	100	McCann-Erickson United Kingdom Ltd.
Miller/Shandwick Technologies Inc.	United Kingdom	100	Shandwick Europe Limited
MLS Soccer Limited	United Kingdom	100	Octagon Sports Marketing Limited
MSW Management Limited	United Kingdom	100	Octagon Sports Marketing Limited
Nationwide Public Relations Ltd.	United Kingdom	100	IPR Limited
NDI Display Group	United Kingdom	100	Interpublic Limited
Neva Europe Limited	United Kingdom	100	Registrant
Octagon Athlete Representation Limited	United Kingdom	100	Octagon Sports Marketing Ltd.

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
FOREIGN:			
Octagon Event Marketing Limited	United Kingdom	100	Interpublic Limited
Octagon Integrated Marketing Limited	United Kingdom	100	Octagon Sports Marketing Limited
Octagon Mktg. Services Limited	United Kingdom	100	Octagon Sports Marketing Ltd.
Octagon Motorsports Marketing Limited.	United Kingdom	100	Octagon Worldwide Limited
Octagon Sponsorship Consulting Limited	United Kingdom	100	Octagon Sports Marketing Ltd.
Octagon Sponsorship Europe Limited	United Kingdom	100	Octagon Sports Marketing Ltd.
Octagon Sponsorship Limited	United Kingdom	100	Octagon Sports Marketing Ltd.
Octagon Sports Marketing Limited	United Kingdom	100	Octagon Worldwide
Octagon Worldwide Limited	United Kingdom	100	Interpublic Limited
Orbit International (1990) Ltd.	United Kingdom	100	Lowe International Limited
Orkestra Ltd.	United Kingdom	100	Interpublic Limited
Packaging Brands Limited	United Kingdom	100	Registrant
Paragon Communications Limited	United Kingdom	100	International Public Relations Ltd.
Paragon North East Limited	United Kingdom	100	Paragon Communications Limited
Packaging Matters Limited	United Kingdom	100	Registrant
Planet Packaging Consultants, Ltd.	United Kingdom	71	The Coleman Group Worldwide LLC
Poundhold Ltd.	United Kingdom	100	Lowe International Limited
PR Consultants Scotland Limited	United Kingdom	100	International Public Relations Ltd.
Prime Communications Limited	United Kingdom	100	Shandwick Public Relations Limited
Pritchard Wood and Partners Ltd.	United Kingdom	100	Interpublic Ltd. (50%), Business Science Research (50%)
Quorum Graphic Design Consultants Ltd.	United Kingdom	100	Shandwick Europe Limited
Radclyffe Communications Group Ltd.	United Kingdom	100	Shandwick Europe Ltd.
Rebel Enterprises Limited	United Kingdom	100	The Rebel Group Limited
Research Matters Limited	United Kingdom	100	Registrant
Rogers & Cowan Brand Placement Ltd.	United Kingdom	100	Shandwick UK Limited
Rogers & Cowan International Ltd.	United Kingdom	100	Shandwick Europe Ltd.
Royds London Limited	United Kingdom	100	McCann-Erickson United Kingdom Ltd.
Salesdesk Limited	United Kingdom	100	Orkestra Ltd.
Shandwick Broadcast Limited	United Kingdom	100	Shandwick Europe Limited
Shandwick Communications Limited	United Kingdom	100	Shandwick Europe Limited
Shandwick Consultants Limited	United Kingdom	100	Shandwick Europe Limited
Shandwick Europe Limited	United Kingdom	100	Shandwick Investments Limited
Shandwick Interactive Design Consultancy Ltd.	United Kingdom	100	Shandwick Europe Limited
Shandwick Interactive Limited	United Kingdom	100	Shandwick Europe Limited

NAME	JURISDICTION UNDER WHICH ORGANIZED	PERCENTAGE OF VOTING SECURITIES OWNED BY IMMEDIATE PARENT (%)	IMMEDIATE PARENT
FOREIGN:			
Shandwick International Limited	United Kingdom	100	IPR Limited
Shandwick Investments Limited	United Kingdom	100	International Public Relations Ltd.
Shandwick Investor Relations Limited	United Kingdom	100	Shandwick UK Limited
Shandwick Limited	United Kingdom	100	International Public Relations Ltd.
Shandwick Marketing Services Limited	United Kingdom	100	International Public Relations Ltd.
Shandwick North Limited	United Kingdom	100	Shandwick Europe Limited
Shandwick Northern Ireland Limited	United Kingdom	100	IPR Limited
Shandwick PR Company Limited	United Kingdom	100	Shandwick Europe Limited
Shandwick Public Affairs Limited	United Kingdom	100	Shandwick Europe Limited
Shandwick Public Relations Limited	United Kingdom	100	IPR Limited
Shandwick Scotland Limited	United Kingdom	100	PR Consultants Scotland Limited
Shandwick Trustees Limited	United Kingdom	100	International Public Relations Ltd.
Shandwick UK Limited	United Kingdom	100	Shandwick Europe Limited
Shandwick Welbeck Limited	United Kingdom	100	Widestrong Limited
Smithfield Lease Limited	United Kingdom	100	Lowe International Limited
Sports Management Limited	United Kingdom	100	Octagon Sports Marketing Limited
SP Group Limited	United Kingdom	100	Interpublic Limited
Still Price Court Twivy D'Souza Lintas Ltd.	United Kingdom	100	SP Group Limited
Stowe, Bowden, Wilson Limited	United Kingdom	100	McCann-Erickson United Kingdom Ltd.
Symphony Direct Communications Ltd.	United Kingdom	100	Draft Group Holdings Limited
Talbot Television Limited	United Kingdom	100	Fremantle International Inc.
Tavistock Advertising Limited	United Kingdom	100	Lowe International Limited
Team GB Limited	United Kingdom	100	Octagon Sports Marketing Limited
The Arbor Group plc	United Kingdom	100	Interpublic Limited
The Barnett Fletcher Promotions Co., Ltd.	United Kingdom	100	Registrant
The Below the Line Agency Limited	United Kingdom	100	Interpublic Limited
The Boroughloch Consultancy Limited	United Kingdom	100	Draft Group Holdings Limited
The Brompton Group Ltd.	United Kingdom	100	Lowe Int'l Limited
The Business in Marketing & Communications Ltd.	United Kingdom	100	Shandwick Public Relations Ltd.
The Championship Group Limited	United Kingdom	100	Octagon Sports Marketing Limited
The Howland Street Studio Ltd.	United Kingdom	100	Interpublic Limited
The Line Limited	United Kingdom	100	SP Group Limited
The Lowe Group Limited	United Kingdom	100	Lowe International Limited
The Medicine Group (Education) Ltd.	United Kingdom	60	Complete Medical Group Ltd.
The PR Centre Limited	United Kingdom	100	PR Consultants Scotland Limited
The Really Big Promotions Co. Ltd.	United Kingdom	100	Interpublic Limited
The Rebel Group Limited	United Kingdom	100	Brands Hatch Leisure Group Ltd.

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FOREIGN:			
Tinker and Partners Limited	United Kingdom	100	Interpublic Limited
TPS Public Relations Limited	United Kingdom	100	Shandwick Public Relations Ltd.
Tweak Limited	United Kingdom	100	SP Group Limited
Two Six Seven Limited	United Kingdom	100	Lowe International limited
Universal Advertising Limited	United Kingdom	100	Interpublic Limited
Universal Communications Worldwide Limited	United Kingdom	100	Interpublic Limited
Virtual Reality Sports Limited	United Kingdom	100	Octagon Sports Marketing Limited
Washington Soccer Limited	United Kingdom	100	Octagon Sports Marketing Limited
Weber Europe Limited	United Kingdom	100	Interpublic Limited
Western International Media Limited.	United Kingdom	100	Lowe International Limited
Western International Media Europe Limited.	United Kingdom	100	Lowe International Limited
Widestrong Limited	United Kingdom	100	PR Consultants Scotland Limited
WIMC UK Limited	United Kingdom	100	Interpublic Limited
Lingfield S.A. (S.A.F.I.)	Uruguay	100	Registrant
Lowe & Partners South America Holdings, S.A.	Uruguay	100	Lowe Group Holdings, Inc.
McCann-Erickson Latin America, S.A.	Uruguay	100	Registrant
Rockdone Corporation S.A. (S.A.F.I.)	Uruguay	100	Universal Publicidade S.A. (safi)
Steffen Corporation	Uruguay	100	Ammirati Puris Lintas Brasil
Universal Publicidad S.A. (S.A.F.I.)	Uruguay	100	McCann-Erickson Publicidade Ltda.
McCann Uzbekistan	Uzbekistan	100	Registrant
McCann-Erickson Publicidad De Venezuela, S.A.	Venezuela	100	Registrant
Afamal Advertising (Rhodesia) Private Ltd.	Zimbabwe	100	Registrant
Lintas (Private) Limited	Zimbabwe	80	Fieldplan Ltd.

A number of inactive subsidiaries and other subsidiaries, all of which considered in the aggregate as a single subsidiary would not constitute a significant subsidiary, are omitted from the above list. These subsidiaries normally do business under their official corporate names. International Business Services, Inc. does business in Michigan under the name "McCann-I.B.S., Inc." and in New York under the name "McCann International Business Services". Ammirati Puris Lintas, Inc. conducts business through its Ammirati Puris Lintas New York division. McCann-Erickson conducts some of its business in the states of Kentucky and Michigan under the name "McGraphics". McCann-Erickson USA, Inc. does business in Michigan under the name SAS and does business in Indiana, Michigan, New York, Pennsylvania and Wisconsin under the name of McCann-Erickson Universal Group.

EXHIBIT 23

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 of The Interpublic Group of Companies, Inc. (the "Company"), of our report dated February 22, 2000, appearing in the 1999 Annual Report to Stockholders which is incorporated in this Annual Report on Form 10-K: Registration Statements No. 2-79071; No. 2-43811; No. 2-56269; No. 2-61346; No. 2-64338; No. 2-67560; No. 2-72093; No. 2-88165; No. 2-90878; No. 2-97440; and No. 33-28143, relating variously to the Stock Option Plan (1971), the Stock Option Plan (1981), the Stock Option Plan (1988) and the Achievement Stock Award Plan of the Company; Registration Statements No. 2-53544; No. 2-91564; No. 2-98324; No. 33-22008; No. 33-64062; and No. 33-61371, relating variously to the Employee Stock Purchase Plan (1975), the Employee Stock Purchase Plan (1985) and the Employee Stock Purchase Plan of the Company (1995); Registration Statements No. 33-20291 and No. 33-2830 relating to the Management Incentive Compensation Plan of the Company; Registration Statements No. 33-5352; No. 33-21605; No. 333-4747; and No. 333-23603 relating to the 1986 Stock Incentive Plan, the 1986 United Kingdom Stock Option Plan and the 1996 Stock Incentive Plan of the Company; Registration Statements No. 33-10087 and No. 33-25555 relating to the Long-Term Performance Incentive Plan of the Company; Registration Statement No. 333-28029 relating to The Interpublic Outside Directors' Stock Incentive Plan of the Company; Registration Statement No. 33-42675 relating to the 1997 Performance Incentive Plan of the Company. We also consent to the incorporation by reference of our report on the Financial Statement Schedule, which appears in this Form 10-K.

PricewaterhouseCooper LLP
New York, New York
March 22, 2000

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference of our report dated February 3, 1999, with respect to the financial statements of International Public Relations plc included in the Annual report (Form 10-K) of The Interpublic Group of Companies, Inc. for the year ended December 31, 1999 in the Registration Statements:

(Form S-8 Nos. 2-79071, 2-43811, 2-56269, 2-61346, 2-64338, 2-67560, 2-72093, 2-88165, 2-90878, 2-97440 and 33-28143) pertaining variously to the Stock Option Plan (1971), the Stock Option Plan (1981), the Stock Option Plan (1988) and the Achievement Stock Award Plan of The Interpublic Group of Companies, Inc.,

(Form S-8 Nos. 2-53544, 2-91564, 2-98324, 33-22008, 33-64062, and 33-61371) pertaining variously to the Employee Stock Purchase Plan (1975), the Employee Stock Purchase Plan (1985) and the Employee Stock Purchase Plan (1995) of The Interpublic Group of Companies, Inc.,

(Form S-8 Nos. 33-20291 and 33-2830) relating to the Management Incentive Compensation Plan of The Interpublic Group of Companies,
Inc.,

(Form S-8 Nos. 33-5352, 33-21605, 333-4747 and 333-23603) pertaining to the 1986 Stock Incentive Plan, the 1986 United Kingdom Stock Option Plan and the 1996 Stock Incentive Plan, of The Interpublic Group of Companies, Inc.,

(Form S-8 Nos. 33-10087 and No. 33-25555) pertaining to the Long-Term Performance Incentive Plan of The Interpublic Group of Companies, Inc.,

(Form S-8 No. 333-28029) pertaining to The Interpublic Outside Directors' Stock Incentive Plan of The Interpublic Group of Companies, Inc., and

(Form S-8 No. 33-42675) pertaining to the 1997 Performance Incentive Plan of The Interpublic Group of Companies, Inc.

Ernst & Young
London, England
March 22, 2000

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in the following Registration Statements on Form S-8 of The Interpublic Group of Companies, Inc. ("IPG" or the "Company"), of our report dated March 13, 1998, included in the Company's 1999 Annual Report on Form 10-K, with respect to the consolidated statements of operations, stockholders' equity (deficit) and cash flows of Hill, Holliday, Connors, Cosmopulos, Inc. for the twelve-month period ended December 31, 1997 (not separately presented), which statements are included in the consolidated financial statements of IPG in its Annual Report on Form 10-K for the year ended December 31, 1999,: Registration Statements No. 2-79071; No. 2-43811; No. 2-56269; No. 2-61346; No. 2-64338; No. 2-67560; No. 2-72093; No. 2-88165; No. 2-90878; No. 2-97440 and No. 33-28143, relating variously to the Stock Option Plan (1971), the Stock Option Plan (1981), the Stock Option Plan (1988) and the Achievement Stock Award Plan of the Company; Registration Statements No. 2-53544; No. 2-91564; No. 2-98324; No. 33-22008; No. 33-64062 and No. 33-61371, relating variously to the Employee Stock Purchase Plan (1975), the Employee Stock Purchase Plan (1985) and the Employee Stock Purchase Plan (1995) of the Company; Registration Statements No. 33-20291 and No. 33-2830 relating to the Management Incentive Compensation Plan of the Company; Registration Statements No. 33-5352; No. 33-21605; No. 333-4747 and No. 333-23603 relating to the 1986 Stock Incentive Plan, the 1986 United Kingdom Stock Option Plan and the 1996 Stock Incentive Plan of the Company; Registration Statements No. 33-10087 and No. 33-25555 relating to the Long-Term Performance Incentive Plan of the Company; Registration Statement No. 333-28029 relating to The Interpublic Outside Directors' Stock Incentive Plan of the Company; and Registration Statement No. 33-42675 relating to the 1997 Performance Incentive Plan of the Company.

Ernst & Young LLP
Boston, Massachusetts
March 22, 2000

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints PHILIP H. GEIER, JR., SEAN F. ORR, FREDERICK MOLZ and NICHOLAS J. CAMERA, and each of them, as true and lawful attorneys-in-fact and agents with full power of substitution and resubstitution, for him, and in his name, place and stead, in any and all capacities, to sign the Report on Form 10-K for the year ended December 31, 1999, for The Interpublic Group of Companies, Inc., S.E.C. File No. 1-6686, and any and all amendments and supplements thereto and all other instruments necessary or desirable in connection therewith, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission and the New York Stock Exchange, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requested and necessary to be done in and about the premises as fully to all intents and purposes as he might do or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Dated: March 21, 2000

/s/ Philip H. Geier, Jr. Philip H. Geier, Jr.	/s/ Frank B. Lowe Frank B. Lowe
/s/ Sean F. Orr Sean F. Orr	/s/ Michael A. Miles Michael A. Miles
/s/ Frank J. Borelli Frank J. Borelli	/s/ Frederick Molz Frederick Molz
/s/ Reginald K. Brack Reginald K. Brack	/s/ Leif H. Olsen Leif H. Olsen
/s/ Jill M. Considine Jill M. Considine	/s/ Allen Questrom Allen Questrom
/s/ John J. Dooner, Jr. John J. Dooner, Jr.	/s/ J. Phillip Samper J. Phillip Samper

THE INTERPUBLIC GROUP OF COMPANIES, INC.

Certified Resolutions

I, Nicholas J. Camera, Secretary of The Interpublic Group of Companies, Inc. (the "Corporation"), hereby certify that the resolutions attached hereto were duly adopted on March 21, 2000 by the Board of Directors of the Corporation and that such resolutions have not been amended or revoked.

WITNESS my hand and the seal of the Corporation this 21st day of March, 2000.

/s/ Nicholas J. Camera

Nicholas J. Camera

THE INTERPUBLIC GROUP OF COMPANIES, INC.

MEETING OF THE BOARD OF DIRECTORS

Resolutions re Form 10-K

RESOLVED, that the Chairman of the Board and the Executive Vice President and Chief Financial Officer of the Corporation be, and each of them hereby is, authorized to execute and deliver on behalf of the Corporation an annual report on Form 10-K for the year ended December 31, 1999, in the form presented to this meeting with such changes therein as either of them with the advice of the General Counsel shall approve; and further

RESOLVED, that the Chairman of the Board in his capacity as Chief Executive Officer, the Executive Vice-President, Chief Financial Officer in his capacity as Chief Financial Officer, and the Vice President and Controller in his capacity as Chief Accounting Officer of the Corporation be, and each of them hereby is, authorized to execute such annual report on Form 10-K; and further

RESOLVED, that the officers of the Corporation be and each of them hereby is, authorized and directed to file such annual report on Form 10-K, with all the exhibits thereto and any other documents that may be necessary or desirable in connection therewith, after its execution by the foregoing officers and by a majority of this Board of Directors, with the Securities and Exchange Commission and the New York Stock Exchange; and further

RESOLVED, that the officers and directors of the Corporation who may be required to execute such annual report on Form 10-K be, and each of them hereby is, authorized to execute a power of attorney in the form submitted to this meeting appointing Philip H. Geier, Jr., Sean F. Orr, Frederick Molz and Nicholas J. Camera, and each of them, severally, his or her true and lawful attorneys and agents to act in his or her name, place and stead, to execute said annual report on Form 10-K and any and all amendments and supplements thereto and all other instruments necessary or desirable in connection therewith; and further

RESOLVED, that the signature of any officer of the Corporation required by law to affix his signature to such annual report on Form 10-K or to any amendment or supplement thereto and such additional documents as they may deem necessary or advisable in connection therewith, may be affixed by said officer personally or by any attorney-in-fact duly constituted in writing by said officer to sign his name thereto; and further

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized to execute such amendments or supplements to such annual report on Form 10-K and such additional documents as they may deem necessary or advisable in connection with any such amendment or supplement and to file the foregoing with the Securities and Exchange Commission and the New York Stock Exchange; and further

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized to take such actions and to execute such other documents, agreements or instruments as may be necessary or desirable in connection with the foregoing.

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THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM THE BALANCE SHEET AND THE INCOME STATEMENT AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO FINANCIAL STATEMENTS. THE EPS PRIMARY NUMBER BELOW REFLECTS THE BASIC EARNINGS PER SHARE AS REQUIRED BY FINANCIAL ACCOUNTING STANDARDS NUMBER 128.

1,000

12-MOS	12-MOS
DEC-31-1999	DEC-31-1998
DEC-31-1999	DEC-31-1998
981,448	760,508
36,765	31,733
4,309,589	3,522,616
57,841	53,093
0	0
5,767,844	4,728,650
875,194	745,265
480,648	420,864
8,727,255	6,942,823
5,636,929	4,658,352
518,490	207,927
0	0
0	0
29,714	29,145
1,628,071	1,265,092
8,727,255	6,942,823
0	0
4,561,518	3,968,728
0	0
3,976,461	3,405,857
0	0
0	0
66,422	58,699
585,057	562,871
236,339	232,005
321,921	309,905
0	0
0	0
0	0
321,921	309,905
1.15	1.14
1.11	1.10