SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 1999.

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

For the transition period from _________ to _________.

Commission file number 1-8729

UNISYS CORPORATION
(Exact name of registrant as specified in its charter)

Delaware	38-0387840
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

Unisys Way
Blue Bell, Pennsylvania 19424
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (215) 986-4011

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 [ ]

Number of shares of Common Stock outstanding as of June 30, 1999: 282,988,882.

Part I - FINANCIAL INFORMATION
Item 1. Financial Statements.

UNISYS CORPORATION
CONSOLIDATED BALANCE SHEET (UNAUDITED)
(Millions)

	June 30, 1999	December 31, 1998
Assets		
Current assets		
Cash and cash equivalents	$ 438.8	$ 604.3
Accounts and notes receivable, net	1,201.4	1,232.0
Inventories		
Parts and finished equipment	216.1	263.6
Work in process and materials	167.7	199.7
Deferred income taxes	459.8	428.8
Other current assets	103.1	88.3

Total	2,586.9	2,816.7
Properties	1,662.9	1,720.5
Less-Accumulated depreciation	1,110.5	1,139.6
Properties, net	552.4	580.9
Investments at equity	193.4	184.6
Software, net of accumulated amortization	237.9	246.6
Prepaid pension cost	888.1	833.8
Deferred income taxes	694.4	694.4
Other assets	298.3	220.7
Total	$5,451.4	$5,577.7
Liabilities and stockholders' equity		
Current liabilities		
Notes payable	$ 62.0	$ 50.6
Current maturities of long-term debt	24.2	4.0
Accounts payable	895.1	922.7
Other accrued liabilities	1,119.8	1,301.9
Dividends payable	12.6	26.6
Estimated income taxes	314.3	276.7
Total	2,428.0	2,582.5
Long-term debt	1,088.8	1,105.2
Other liabilities	344.6	373.0
Stockholders' equity		
Preferred stock	670.8	1,420.0
Common stock, issued: 1999, 284.8; 1998, 257.9	2.8	2.6
Accumulated deficit	(1,258.3)	(1,456.3)
Other capital	2,749.9	2,082.3
Accumulated other comprehensive loss	(575.2)	(531.6)
Stockholders' equity	1,590.0	1,517.0
Total	$5,451.4	$5,577.7

See notes to consolidated financial statements.

UNISYS CORPORATION
CONSOLIDATED STATEMENT OF INCOME (UNAUDITED)
(Millions, except per share data)

	Three Months Ended June 30		Six Months Ended June 30	
	1999	1998	1999	1998
Revenue	$1,886.4	$1,728.5	$3,698.8	$3,378.2
Cost and expenses				
Cost of revenue	1,227.9	1,145.6	2,377.7	2,236.1
Selling, general and administrative	341.5	328.6	672.5	658.8
Research and development expenses	81.2	70.0	158.4	142.9
	1,650.6	1,544.2	3,208.6	3,037.8
Operating income	235.8	184.3	490.2	340.4
Interest expense	34.7	42.6	68.9	89.1
Other income (expense), net	(16.9)	(.9)	(66.1)	(12.5)
Income before income taxes	184.2	140.8	355.2	238.8
Estimated income taxes	64.5	50.7	124.3	86.0
Net income	119.7	90.1	230.9	152.8
Dividends on preferred shares	12.0	26.6	34.8	53.3
Earnings on common shares	$ 107.7	$ 63.5	$ 196.1	$ 99.5
Earnings per common share				
Basic	$ .40	$ .25	$ .73	$ .40
Diluted	$ .38	$ .24	$ .70	$ .38

See notes to consolidated financial statements.

UNISYS CORPORATION
CONSOLIDATED STATEMENT OF CASH FLOWS (UNAUDITED)
(Millions)

	Six Months Ended June 30	
	1999	1998
Cash flows from operating activities		
Net income	$ 230.9	$ 152.8
Add (deduct) items to reconcile net income to net cash provided by operating activities:		
Depreciation	72.4	70.2
Amortization:		
Marketable software	58.0	52.8
Goodwill	8.0	3.4
(Increase)in deferred income taxes, net	(31.0)	(2.8)
(Increase) decrease in receivables, net	(5.3)	36.9
Decrease in inventories	79.5	7.6
(Decrease) in accounts payable and other accrued liabilities	(248.0)	(126.2)
Increase in estimated income taxes	37.6	35.6
(Decrease)increase in other liabilities	(10.7)	1.2
(Increase) in other assets	(74.6)	(13.6)
Other	19.8	8.7
Net cash provided by operating activities	136.6	226.6
Cash flows from investing activities		
Proceeds from investments	638.9	913.8
Purchases of investments	(618.9)	(906.7)
Proceeds from sales of properties	11.0	
Investment in marketable software	(49.2)	(58.5)
Capital additions of properties	(77.8)	(63.3)
Purchases of businesses	(51.9)	
Net cash used for investing activities	(147.9)	(114.7)
Cash flows from financing activities		
Redemption of preferred stock	(181.9)	
Proceeds from issuance of debt	29.5	195.2
Payments of long-term debt	(2.4)	(408.2)
Net proceeds from short-term borrowings	11.5	23.4
Dividends paid on preferred shares	(47.0)	(53.3)
Proceeds from employee stock plans	46.0	52.6
Net cash used for financing activities	(144.3)	(190.3)
Effect of exchange rate changes on cash and cash equivalents	(9.9)	(12.9)
(Decrease) in cash and cash equivalents	(165.5)	(91.3)
Cash and cash equivalents, beginning of period	604.3	803.0
Cash and cash equivalents, end of period	$ 438.8	$ 711.7

See notes to consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

In the opinion of management, the financial information furnished herein reflects all adjustments necessary for a fair presentation of the financial position, results of operations and cash flows for the interim periods specified. These adjustments consist only of normal recurring accruals. Because of seasonal and other factors, results for interim periods are not necessarily indicative of the results to be expected for the full year.

a. The shares used in the computations of earnings per share are as follows (in thousands):

	Three Months Ended June 30		Six Months Ended June 30	
	1999	1998	1999	1998
Basic	272,558	251,134	266,850	249,704
Diluted	282,941	266,473	278,934	264,497

b. A summary of the company's operations by business segment for the three and six month periods ended June 30, 1999 and 1998 is presented below(in millions of dollars):

	Total	Corporate	Services	Technology
Three Months Ended June 30, 1999				
Customer revenue	$1,886.4		$1,370.0	$ 516.4
Intersegment		$(154.8)	16.7	138.1
Total revenue	$1,886.4	$(154.8)	$1,386.7	$ 654.5
Operating income(loss)	$ 235.8	$ (.2)	$ 115.9	$ 120.1
Three Months Ended June 30, 1998				
Customer revenue	$1,728.5		$1,226.3	$ 502.2
Intersegment		$(123.3)	16.2	107.1
Total revenue	$1,728.5	$(123.3)	$1,242.5	$ 609.3
Operating income(loss)	$ 184.3	$(9.2)	$ 90.3	$ 103.2
Six Months Ended June 30, 1999				
Customer revenue	$3,698.8		$2,562.3	$1,136.5
Intersegment		$(263.9)	31.3	232.6
Total revenue	$3,698.8	$(263.9)	$2,593.6	$1,369.1
Operating income(loss)	$ 490.2	$ (8.2)	$ 186.7	$ 311.7
Six Months Ended June 30, 1998				
Customer revenue	$3,378.2		$2,277.5	$1,100.7
Intersegment		$(248.4)	31.0	217.4
Total revenue	$3,378.2	$(248.4)	$2,308.5	$1,318.1
Operating income(loss)	$ 340.4	$(27.1)	$ 138.5	$ 229.0

Presented below is a reconciliation of total business segment operating income to consolidated income before taxes (in millions of dollars):

	Three Months Ended June 30		Six Months Ended June 30	
	1999	1998	1999	1998
Total segment operating income	$236.0	$193.5	$498.4	$367.5
Interest expense	(34.7)	(42.6)	(68.9)	(89.1)
Other income (expense), net	(16.9)	(.9)	(66.1)	(12.5)
Corporate and eliminations	(.2)	(9.2)	(8.2)	(27.1)
Total income before income taxes	$184.2	$140.8	$355.2	$238.8

c. Comprehensive income for the three and six months ended June 30, 1999 and 1998 includes the following components (in millions of dollars):

	Three Months Ended June 30		Six Months Ended June 30	
	1999	1998	1999	1998
Net income	$119.7	$ 90.1	$230.9	$152.8
Other comprehensive income (loss)				
Foreign currency translation adjustment	15.8	(25.4)	(43.1)	(54.7)
Related tax expense (benefit)	.7	(1.7)	.5	(2.2)
Total other comprehensive income (loss)	15.1	(23.7)	(43.6)	(52.5)
Comprehensive income (loss)	$134.8	$ 66.4	$187.3	$100.3

Accumulated other comprehensive income (loss), (all of which relates to foreign currency translation adjustments) as of June 30,1999 and December 31, 1998 is as follows (in millions of dollars):

	June 30, 1999	December 31, 1998
Balance at beginning of period	$(531.6)	$(448.1)
Translation adjustments	(43.6)	(83.5)
Balance at end of period	$(575.2)	$(531.6)

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Results of Operations

For the three months ended June 30, 1999, the company reported net income of $119.7 million, compared to $90.1 million for the three months ended June 30, 1998. After payment of preferred dividends, the company earned $.38 per common share on a diluted basis compared to $.24 a year ago.

Total revenue for the quarter ended June 30, 1999 was $1.89 billion, up 9% from revenue of $1.73 billion for the quarter ended June 30, 1998. Excluding the negative impact of foreign currency fluctuations, revenue in the quarter rose 12%. Total gross profit percent increased to 34.9% in the second quarter of 1999 from 33.7% in the year-ago period.

For the three months ended June 30, 1999, selling, general and administrative expenses were $341.5 million (18.1% of revenue) compared to $328.6 million (19.0% of revenue) for the three months ended June 30, 1998. The decrease in these costs as a percent of revenue was largely due to the company's ongoing cost reduction programs, as well as stringent controls over discretionary expenditures. Research and development expenses were $81.2 million compared to $70.0 million a year earlier.

For the second quarter of 1999, the company reported an operating income percent of 12.5% compared to 10.7% for the second quarter of 1998.

Information by business segment is presented below (in millions):

	Total	Eliminations	Services	Technology
Three Months Ended June 30, 1999				
Customer revenue	$1,886.4		$1,370.0	$516.4
Intersegment		$(154.8)	16.7	138.1
Total revenue	$1,886.4	$(154.8)	$1,386.7	$654.5
Gross profit percent	34.9%		24.9%	46.8%
Operating income percent	12.5%		8.4%	18.4%
Three Months Ended June 30, 1998				
Customer revenue	$1,728.5		$1,226.3	$502.2
Intersegment		$(123.3)	16.2	107.1
Total revenue	$1,728.5	$(123.3)	$1,242.5	$609.3
Gross profit percent	33.7%		24.4%	46.3%
Operating income percent	10.7%		7.3%	16.9%

In the Services segment, customer revenue increased by 12% to $1.37 billion in the second quarter of 1999 from $1.23 billion in the second quarter of 1998. Excluding proprietary maintenance revenue, which continues to decline industry-wide, revenue increased 15% in the quarter. The increase was led by growth in outsourcing as well as repeatable solutions and systems integration revenue. In the second quarter of 1999, gross profit increased to 24.9% from 24.4% in 1998, and operating profit was 8.4% compared to 7.3% in 1998. The increase in operating profit was largely due to ongoing cost reduction programs as well as stringent cost controls over discretionary expenditures.

In the Technology segment, customer revenue increased 3% to $516 million in the second quarter of 1999 from $502 million in the prior-year period primarily due to continued strong demand for ClearPath enterprise servers and software which more than offset the expected declines in personal computer revenue. The gross profit percent was 46.8% in 1999, compared to 46.3% in 1998. Operating profit in this segment was 18.4% in 1999 compared to 16.9% in 1998. The increase in operating profit was largely due to the ongoing cost reduction efforts.

Interest expense for the three months ended June 30, 1999 declined to $34.7 million from $42.6 million for the three months ended June 30, 1998. The decline was principally due to the company's debt reduction program.

Other income (expense), net, which can vary from quarter to quarter, was an expense of $16.9 million in the current quarter compared to an expense of $.9 million in the year-ago quarter. The change was mainly due to equity losses and less interest income.

Income before income taxes was $184.2 million in the second quarter of 1999 compared to $140.8 million last year. The provision for income taxes was $64.5 million in the current period compared to $50.7 million in the year-ago period.

For the six months ended June 30, 1999, net income increased to $230.9 million, or $.70 per diluted common share, from net income of $152.8 million, or $.38 per diluted common share, last year. Revenue was $3.70 billion compared to $3.38 billion for the first six months of 1998.

In June 1998, the Financial Accounting Standards Board issued SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities." This statement, which is effective for the year beginning January 1, 2001, establishes accounting and reporting standards for derivative instruments and for hedging activities. SFAS No. 133 requires a company to recognize all derivatives as either assets or liabilities in the statement of financial position and measure those instruments at fair value. Management is evaluating the impact this statement may have on the company's financial statements.

Financial Condition

Cash and cash equivalents at June 30, 1999 were $438.8 million compared to $604.3 million at December 31, 1998. During the six months ended June 30, 1999 cash provided by operations was $136.6 million compared to $226.6 million a year ago principally reflecting an increase in working capital.

Cash used for investing activities during the first six months of 1999 was $147.9 million compared to $114.7 million during the first half of 1998. The increase was principally due to the purchase of 88% of Datamec, a Brazilian application outsourcing company, in June of 1999.

Cash used for financing activities during the first half of 1999 was $144.3 million compared to $190.3 million in the year-ago period. Included in the current period were payments of $181.9 million for redemptions of preferred stock. In the year-ago period $408.2 million of payments on long-term debt were offset by proceeds of $195.2 million for issuances of long-term debt.

At June 30, 1999, total debt was $1.2 billion, an increase of $15.2 million from December 31, 1998. The increase was principally due to additional borrowings related to the purchase of Datamec, offset in large part by the March 15, 1999 conversion into common stock of the remaining $27 million of the company's 8 1/4% convertible subordinated notes due 2006, which were called during the first quarter. Approximately 3.9 million common shares were issued for this conversion.

During the six months ended June 30, 1999, approximately 15.0 million shares of the company's Series A cumulative convertible preferred stock were either converted into the company's common stock or redeemed for cash in response to three calls by the company. Of the 15.0 million preferred shares, 11.4 million were converted into 19.0 million shares of common stock and 3.6 million preferred shares were redeemed for $181.9 million in cash. On June 30, 1999, the company called the remaining 13.4 million shares of preferred stock for redemption on August 2, 1999. As a result of the call, approximately 13.1 million of such preferred shares were converted into 21.8 million shares of common stock and .3 million were redeemed for $15.1 million in cash. As of August 2, 1999, the company has eliminated all $1.4 billion of Series A preferred stock (28.4 million shares) and $106.5 million of annual dividend payments. Overall in 1999, of the 28.4 million shares of preferred stock that were outstanding at the beginning of the year, 24.5 million shares were converted into 40.8 million shares of common stock, increasing the number of common shares outstanding to approximately 306 million, and 3.9 million shares were redeemed for $197.0 million in cash.

The company has a $400 million credit agreement which expires June 2001. As of June 30, 1999, there were no borrowings under the agreement.

The company may, from time to time, redeem, tender for, or repurchase its debt securities in the open market or in privately negotiated transactions depending upon availability, market conditions, and other factors.

The company has on file with the Securities and Exchange Commission an effective registration statement covering $700 million of debt or equity securities, which enables the company to be prepared for future market opportunities.

On July 2, 1999, Moody's Investors Service increased its rating on the company's senior long-term debt to Ba1 from Ba3, on August 2, 1999, Standard & Poor's Corporation increased its rating on the company's senior long-term debt to BB+ from BB-, and on August 10, 1999, Duff & Phelps Credit Rating Co. increased its rating on the company's senior long-term debt to BBB- from BB+.

At June 30, 1999, the company had deferred tax assets in excess of deferred tax liabilities of $1,404 million. For the reasons cited below, management determined that it is more likely than not that $1,093 million of such assets will be realized, therefore resulting in a valuation allowance of $311 million.

The company evaluates quarterly the realizability of its net deferred tax assets by assessing its valuation allowance and by adjusting the amount of such allowance, if necessary. The factors used to assess the likelihood of realization are the company's forecast of future taxable income, which is adjusted by applying probability factors, and available tax planning strategies that could be implemented to realize deferred tax assets. Failure to achieve forecasted taxable income might affect the ultimate realization of the net deferred tax assets. See "Factors that may affect future results" below. The combination of these factors is expected to be sufficient to realize the entire amount of net deferred tax assets. Approximately $3.3 billion of future taxable income (predominantly U.S.) is needed to realize all of the net deferred tax assets.

Stockholders' equity increased $73.0 million during the six months ended June 30, 1999, principally reflecting net income of $230.9 million, issuance of stock under stock option and other plans of $39.8 million, $33.8 million of tax benefits related to stock plans, and $26.4 million from conversion of the remaining 8 1/4% convertible notes, offset in part by the redemption of $181.9 million of preferred stock, translation adjustments of $43.6 million, and preferred stock dividends of $32.9 million.

On June 14, 1999, the company signed an agreement to acquire PulsePoint Communications, a leading developer of carrier-class enhanced services solutions for the communications industry, in a tax-free, stock-for-stock merger. The Company expects to issue approximately 2.4 million shares of its common stock in the merger. The acquisition which will be accounted for as a pooling of interest is expected to close in the third quarter of 1999. The transaction is subject to approval by PulsePoint common and preferred shareholders, each class voting separately, and customary closing conditions.

Year 2000 Readiness Disclosure

Many computer systems and embedded technology may experience problems handling dates beyond the year 1999 and therefore may need to be modified prior to the year 2000.

As part of its development efforts, the company's current product offerings have been designed or are being redesigned to be year 2000 ready, as defined by the company. However, certain of the company's hardware and software products currently used by customers will require upgrades or other remediation to become year 2000 ready. Some of these products are used in critical applications where the impact of non-performance to these customers and other parties could be significant. The company has taken steps to notify customers of the year 2000 issue, provide information and resources on the company's year 2000 web site, emphasize the importance of customer testing of their own systems in their own unique business environments and offer consulting services to assist customers in assessing their year 2000 risk.

The company continues to assess the year 2000 readiness of its key suppliers. The company's reliance on suppliers, and therefore, on the proper functioning of their products, information systems, and software, means that their failure to address year 2000 issues could affect the company's business. The potential impact and related costs are not known at this time. The company has inquired about the year 2000 readiness of its key suppliers and, whenever possible, has obtained year 2000 readiness warranties or statements as to their readiness. The company expects to identify alternate sources or strategies where necessary if significant exposure is identified.

The company's year 2000 internal systems effort involves three stages: inventory and assessment of its hardware, software and embedded systems, remediation or replacement of those that are not year 2000 ready, and testing the systems. In 1997, the company completed an inventory and year 2000 assessment of its internal information technology ("IT") systems, and developed a work plan to remediate non-compliant systems or replace or consolidate these systems as part of the company's efforts to reduce and simplify, on a worldwide basis, its IT systems.

The company initially focused on the IT systems that are critical to running its business. As of June 30, 1999, the company has completed the remediation, integrated testing and most of the replacements of its major mission critical IT applications. The company expects to complete the implementation of the remaining mission critical replacements/consolidations during the third quarter or early fourth quarter of 1999. Remediation and testing of other non-critical IT systems to be used after December 31, 1999 are expected to be completed in the second half of 1999.

The company has completed an inventory and assessment of its key non-IT systems, such as data and voice communications, building management, and manufacturing systems. The company has completed remediation of those systems that were not year 2000 ready, with the exception of telecommunications equipment and voice mail systems in a few locations, which are expected to be completed in the second half of 1999.

The company estimates that, as of June 30, 1999, the cost of remediating its internal systems has been approximately $14.5 million, and it expects to spend approximately $.5 million for the remainder of 1999. The company is funding this effort through normal working capital. This estimate does not include the cost of replacing or consolidating IT systems in connection with the company's worldwide IT simplification project, which was undertaken for reasons unrelated to year 2000 issues, potential costs related to any customer or other claims, the costs associated with making the company's product offerings year 2000 ready, and the costs of any disruptions caused by suppliers not being year 2000 ready. This estimate is based on a current assessment of the year 2000 projects and is subject to change as the projects progress.

Although the company does not believe that it will incur material costs or experience material disruptions in its business associated with the year 2000, there can be no assurance that the company will not experience serious unanticipated negative consequences and/or material costs. The company may see increased customer satisfaction costs related to year 2000 over the next few years. In addition some commentators have stated that a significant amount of litigation may arise out of year 2000 compliance issues, and the company is aware of a growing number of lawsuits against information technology and solutions providers.

Although the company believes it has taken adequate measures to address year 2000 issues, because of the unprecedented nature of such litigation, it is uncertain to what extent the company may be affected by it. It is also unknown whether customer spending patterns may be impacted by the year 2000 issue.

Efforts by customers to address year 2000 issues may absorb a substantial part of their IT budgets in the near term, and customers may either accelerate or delay the purchase of new applications and systems. While this behavior may increase demand for certain of the company's products and services, including year 2000 offerings, it could also soften demand. These events could affect the company's revenues or change its revenue patterns. In addition, there can be no assurance that the company's current product offerings do not contain undetected errors or defects associated with year 2000 date functions that may result in increased costs to the company.

With respect to its internal systems, the worst case scenarios might include corruption of data contained in the company's internal IT systems, hardware failures, the failure of the company's significant suppliers, and the failure of infrastructure services provided by utilities and other third parties such as electricity, phone service, water transport and internet services.

The company continues to assess and refine the contingency plans it is developing in the event it does not complete all phases of its year 2000 program and to respond to year 2000 related events outside its control.

Conversion to the Euro Currency

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 transition period for the introduction of the euro began on January 1, 1999. Beginning January 1, 2002, the participating countries will issue new euro-denominated bills and coins for use in cash transactions. No later than July 1, 2002, the participating countries will withdraw all bills and coins denominated in the legacy currencies, so that the legacy currencies no longer will be legal tender for any transactions, making the conversion to the euro complete.

The company is addressing the issues involved with the introduction of the euro. The more important issues facing the company include converting information technology systems, reassessing currency risk, and negotiating and amending agreements. Based on progress to date, the company believes that the use of the euro will not have a significant impact on the manner in which it conducts its business. Accordingly, conversion to the euro is not expected to have a material effect on the company's consolidated financial position, consolidated results of operations, or liquidity.

Factors that May Affect Future Results

From time to time, the company provides information containing "forward-looking" statements, as defined in the Private Securities Litigation Reform Act of 1995. All forward-looking statements rely on assumptions and are subject to risks, uncertainties, and other factors that could cause the company's actual results to differ materially from expectations. In addition to changes in general economic and business conditions and natural disasters, these include, but are not limited to, the factors discussed below.

The company operates in an industry characterized by aggressive competition, rapid technological change, evolving technology standards, and short product life-cycles.

Certain of the company's systems integration contracts are fixed-price contracts under which the company assumes the risk for delivery of the contracted services at an agreed-upon price. Future results will depend on the company's ability to profitably perform these services contracts and bid and obtain new contracts.

Approximately 56% of the company's total revenue derives from international operations. The risk of doing business internationally include foreign currency exchange rate fluctuations, changes in political or economic conditions, trade protection measures, and import or export licensing requirements.

In the course of providing complex, integrated solutions to customers, the company frequently forms alliances with third parties that have complementary products, services, or skills. Future results will depend in part on the performance and capabilities of these third parties, including their ability to deal effectively with the year 2000 issue. Future results will also depend upon the ability of external suppliers to deliver components at reasonable prices and in a timely manner and on the financial condition of, and the company's relationship with, distributors and other indirect channel partners.

Future results may also be adversely affected by a delay in, or increased costs associated with, the implementation of the year 2000 actions discussed above, or by the company's inability to implement them.

Part II - OTHER INFORMATION

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

(a) The Company's 1999 Annual Meeting of Stockholders (the "Annual Meeting") was held on April 29, 1999 in Philadelphia, Pennsylvania.

(b) The following matters were voted upon at the Annual Meeting and received the following votes:

1. Election of Directors as follows:

   J. P. Bolduc - 234,277,442 votes for; 2,858,530 votes withheld

   James J. Duderstadt - 234,339,107 votes for; 2,796,865 votes withheld

   Kenneth A. Macke - 234,212,882 votes for; 2,923,090 votes withheld

2. A proposal to ratify the selection of the Company's independent auditors - 235,947,649 votes for; 1,188,322 votes against; 681,936 abstentions

Item 6. Exhibits and Reports on Form 8-K

(a) Exhibits

See Exhibit Index

(b) Reports on Form 8-K

During the quarter ended June 30, 1999, the Company filed two Current Reports on Form 8-K dated April 1, 1999 and June 15, 1999, respectively, to report under Item 5 of such Form.

SIGNATURES

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

UNISYS CORPORATION

Date: August 10, 1999

By: /s/ Robert H. Brust

Robert H. Brust
Senior Vice President and
Chief Financial Officer
(Principal Financial Officer)

By: /s/Janet M. Brutschea Haugen

Janet M. Brutschea Haugen
Vice President and Controller
(Chief Accounting Officer)

EXHIBIT INDEX

Exhibit Number	Description
10.1	Unisys Corporation Executive Life Insurance Program
10.2	Amendment, effective April 28, 1999, to the 1990 Unisys Long-Term Incentive Plan
11.1	Statement of Computation of Earnings Per Share for the six months ended June 30, 1999 and 1998
11.2	Statement of Computation of Earnings Per Share for the three months ended June 30, 1999 and 1998
12	Statement of Computation of Ratio of Earnings to Fixed Charges
27	Financial Data Schedule

UNISYS CORPORATION
Executive Life Insurance Program
Effective September 12, 1998

ARTICLE 1 - ESTABLISHMENT AND PURPOSE

1.1 Establishment.

The Unisys Corporation Executive Life Insurance Program is established September 12, 1998. The Program as set forth herein, unless otherwise stated, is effective and applicable only for Eligible Employees who are employed by an Employer on or after September 12, 1998.

1.2 Purpose.

The purpose of the Program is to provide life insurance protection under a split-dollar arrangement as a benefit to certain executive employees of the Company, in order to encourage such employees to continue their employment with the Company, to reward such employees for their service with the Company, and to induce desirable persons to enter into the Company's employ in the future. The Program supersedes the Prior Plan and the life insurance policies thereunder and replaces the life insurance protection provided under the Prior Plan to a Participant with the life insurance protection provided under this Program.

ARTICLE 2 - DEFINITIONS

Except as otherwise provided, the following terms have the definitions hereinafter indicated whenever used in this Program with initial capital letters:

2.1 Base Salary.

"Base Salary" means a Participant's annualized base salary, exclusive of overtime, bonuses and other compensation, in effect at the time of the Participant's death or earlier Retirement.

2.2 Beneficiary.

"Beneficiary" means the person, persons, entity or entities designated to be the recipient of the Participant's share of the proceeds of a Policy.

2.3 Collateral Assignment Split-Dollar Agreement.

"Collateral Assignment Split-Dollar Agreement" means the written agreement entered into by the Company and an Eligible Employee (or such other third-party owner of the Policy as designated by the Eligible Employee under Section 6.8) pursuant to which such Eligible Employee becomes a Participant in the Program as of the date specified in such agreement.

2.4 Committee.

"Committee" means the Executive Life Insurance Plan Committee appointed by the Compensation and Organization Committee of the Board of Directors.

2.5 Company.

"Company" means Unisys Corporation, a Delaware corporation, and its successors and assigns.

2.6 Eligible Employee.

"Eligible Employee" means an Employee who is an elected officer of the Company or any other Employee who is selected by the Committee to participate in the Program. Employees who retire prior to the Effective Date of this Program are not eligible for this Program.

2.7 Employee.

"Employee" means any person who is or was before Retirement employed by Employer on a regular, full-time salaried basis as an executive employee, including officers of the Employer.

2.8 Employer.

"Employer" means the Company and its subsidiaries.

2.9 Insurer.

"Insurer" means the insurance company that provides life insurance coverage on a Participant under the Program or the insurance company to whom application for such coverage has been made.

2.10 Participant.

"Participant" means an Eligible Employee who is participating in the Program.

2.11 Program.

"Program" means the Unisys Corporation Executive Life Insurance Program as set forth herein together with any and all amendments and supplements hereto.

2.12 Policy.

"Policy" means, with respect to each Participant, any policy of individual life insurance on the Participant's life (and, where applicable, the life of the Participant's spouse) which the Participant acquires or otherwise utilizes pursuant to Article 6 to provide benefits under the Program. The Committee shall have the authority to select the type of Policy that will be offered to Participants under the Plan for the various coverages available under the Program.

2.13 Policy Proceeds.

"Policy Proceeds" means the aggregate amount payable by the Insurer pursuant to the Policy to the Participant's Beneficiary and the Company upon the death of the Participant.

2.14 Prior Plan.

"Prior Plan" means the Unisys Executive Life Insurance Plan which provided life insurance coverage through life insurance contracts issued by Cigna and Pacific Life.

2.15 Retirement.

"Retirement" means termination of an Employee's employment with the Employer, for reasons other than death, on or after the date the Employee reaches the Employee's earliest retirement date under a retirement plan sponsored by the Employer.

2.16 Total Compensation.

"Total Compensation" means the total of the Participant's Base Salary plus target Executive Variable Compensation.

ARTICLE 3 - PROGRAM RIGHTS AND OBLIGATIONS

The rights of Participants are set forth herein. Each Participant is bound by the terms of the Program. As a condition of participation in this Program, an Eligible Employee's participation in the Prior Plan sponsored by the Company shall terminate as of the date specified in the Eligible Employee's Agreement under which the Eligible Employee becomes a Participant in this Program.

ARTICLE 4 - AMOUNT OF COVERAGE; PAYMENT OF PREMIUMS

4.1 Basic Pre-Retirement Coverage.

The amount of life insurance coverage to be provided to a Participant while the Participant continues to be employed by the Employer shall be equal to two and one-half (2.5) times the Participant's Base Salary (coverage rounded up, if necessary, to the next $1,000), adjusted annually. The Basic Pre-Retirement Coverage is provided without evidence of insurability up to $1,000,000. Coverage over $1,000,000 or an annual adjustment in excess of 10% of Base Salary requires evidence of insurability.

4.2 Basic Post-Retirement Coverage.

The amount of life insurance coverage to be provided to a Participant after the Participant's Retirement shall be equal to two and one-half (2.5) times the Participant's Base Salary as of the Participant's Retirement date (coverage rounded up, if necessary to the next $1,000). The Basic Post-Retirement Coverage is provided without evidence of insurability.

4.3 Supplemental Pre-Retirement Coverage.

The Participant may elect to have the Company purchase additional coverage subject to the terms of the Plan to increase the total life insurance benefit up to a maximum of four (4) times the Participant's Total Compensation, when including the Basic Pre-Retirement Coverage described in paragraph 4.1. The Supplemental Pre-Retirement Coverage will require evidence of insurability and death benefits will only be provided to the extent of the coverage issued by the carrier.

4.4 Supplemental Post-Retirement Coverage.

The Participant will be allowed to purchase, at the Participant's expense, additional post-retirement life insurance coverage by using a portion or all of the Participant's Executive Variable Compensation or by such other means as are permitted by the Committee. The Company will not participate in the purchase of any Supplemental Post-Retirement Coverage.

4.5 Surviving Spouse Coverage.

The Participant may elect to include a spouse under his/her Basic and Supplemental coverage under a joint-life second-to-die (survivorship) policy under which the death benefit under Sections 4.1 through 4.4 will only be paid upon the later of the death of the Participant or the Participant's spouse. Evidence of insurability will be required for the Participant's spouse and death benefits will only be provided to the extent of the coverage issued by the carrier.

4.6 Payment of Premiums and Participant Contributions.

Except for premiums due for coverage purchased under Section 4.4, the Employer shall pay the premiums on each Policy to the Insurer on or before the due date or within the grace period provided therein. With respect to coverage purchased under Section 4.4, the Participant shall be responsible for the payment of all premiums when due. Taxable income will be imputed to the Participant annually based on the value of the insurance coverage provided to the Participant under Sections 4.1, 4.2, 4.3 and 4.5. This imputed amount is imputed through the Employer's payroll and is subject to withholding for Federal income tax, Social Security, Medicare and, in certain jurisdictions, state and local taxes. By participating in the Program, the Participant agrees to pay those taxes which apply.

ARTICLE 5 - TERMINATION OF PARTICIPATION AND COVERAGE: REPAYMENT OF PREMIUMS.

5.1 Termination of Participation.

Termination of a Participant's participation under the Program will occur upon any of the following events: (1) termination of the Plan under Section 9.2, (2) termination of the Participant's employment with the Company and all other Employers for reasons other than the Participant's death or Retirement, or (3) the termination of the Collateral Assignment Agreement at the later of the Participant's retirement or fifteen years from the date of issuance of the Policy. Thereafter, the Participant shall have no life insurance coverage or any other rights under this Program, but shall have rights to life insurance coverage solely in accordance with the Participant's Policy.

5.2 Repayment of Premiums upon Termination of Participation.

Upon termination of the Participant's participation in the Program under Section 5.1, the Participant will be obligated, in accordance with the terms of the Collateral Assignment Agreement, to repay to the Company the aggregate contributions that the Company has paid on behalf of the Participant under the Program. Repayment to the Company shall be made from the cash value under the Participant's Policy. Upon repayment of the Company contributions, the Policy will be owned by the Participant without encumbrance by the Company, with any death benefit and cash value that remains after repayment of the Company's contributions. If the cash value under the Policy is less than the Company contributions made on behalf of the Participant under the Program, (a) the Policy will be surrendered and the Participant will have no further life insurance coverage and (b) the Participant will not be obligated to repay to the Company any amounts greater than the remaining cash value in the Policy. The Committee may permit alternative methods for repayment of the Company's contributions under such rules as are deemed reasonable and appropriate by the Committee.

ARTICLE 6 - POLICY OWNERSHIP AND RIGHTS

6.1 Introduction.

The provisions of this Article establish certain rights and obligations of the Company and each Participant with respect to the Policy (or Policies) used to provide benefits under this Program. The terms of this Article shall apply separately to each Participant.

6.2 Acquisition of Policy.

The Participant or other third-party owner designated by the Participant under Section 6.8 shall apply for a Policy. The Employer and the Participant shall take all reasonable actions to (a) cause the Insurer to issue the Policy and (b) cause the Policy to conform to the provisions of this Plan. The Policy shall be subject to the terms and conditions of this Program. Participants failing to take reasonable actions to cause the Policy to be issued in a timely manner will not be eligible for benefits under this Program.

6.3 Policy Ownership.

Subject to Section 6.8, the Participant shall be the sole and absolute owner of the Policy and may exercise all ownership rights granted to the owner by terms of the Policy, except as may otherwise be provided within the Program.

6.4 Participant's Obligation to the Company.

The Participant or other third-party owner designated by the Participant shall be obligated to repay the Company the aggregate amount that the Company pays on behalf of the Participant under the Program. Repayment of such amounts shall be made in accordance with Section 5.2 or 7.2, as appropriate, or by any other means approved by the Committee.

6.5 Collateral Assignment.

The Participant or other third-party owner designated by the Participant shall assign the Policy to the Company to secure the Participant's obligation under Section 6.4 by completing a Collateral Assignment Split Dollar Agreement.

6.6 Beneficiary Designation.

The Participant or other third-party owner designated by the Participant will be able to select the Beneficiary to receive the death benefit to which the Participant is entitled under Article 4 of this Plan. The Company shall be the Beneficiary of the portion of the death benefit needed to repay the Participant's obligation under this Plan, as more fully described in Section 7.2.

6.7 Investment Decisions.

Prior to the satisfaction of the Participant's obligation to the Company under Section 6.4, the Committee shall reserve the right to select the investments for the Policy, if any. After the Participant's obligation to the Company under Section 6.4 is satisfied, the Participant or other third party owner will have the right to select the investment options for the Policy from those made available by the insurer.

6.8 Assignment of Participant's Interest.

The Participant may elect to transfer his/her rights in the Policy, but not the rights assigned to the Company, to a third party, such as a life insurance trust. Such third party may also be the original owner of the Policy. If a transfer of rights is made, the Participant will not have any further rights in the Policy or this Plan.

6.9 Limitations on Participant's Rights in the Policy.

Except as provided in this Plan, the Participant shall not sell, assign, transfer, borrow against, surrender or cancel the Policy, change the beneficiary designation provision, nor change any other part of the Policy without the written consent of the Company.

6.10 Right To Borrow from Policy.

As permitted by the Policy, the Company will have the right to take loans under the Policy to the extent of its interest in the Policy, until the Participant's obligation under Section 6.4 is satisfied. The

Participant will have no right to take a loan under the Policy until the Participant's obligation under Section 6.4 is satisfied. If the Company has any indebtedness outstanding under a Participant's Policy at the time of the Participant's death or termination of participation under the Program, the Participant's obligation due to the Company under Section 6.4 will be reduced by the outstanding balance of the indebtedness, including any interest due on the indebtedness.

ARTICLE 7 - DEATH BENEFITS

7.1 Prompt Collection.

Upon the death of a Participant, the Employer, with the cooperation of the Beneficiary, shall promptly take all action necessary to initiate payment by the Insurer of the Policy Proceeds.

7.2 Division of Policy Proceeds.

Upon the death of a Participant prior to the satisfaction of the Participant's obligation under Section 6.4, a death benefit equal to the amount of life insurance coverage to which the Participant is entitled under Article 4 of this Plan, if any, shall be paid directly from the Insurer to the Participant's designated Beneficiary, and any remaining Policy Proceeds shall be paid to the Company, provided that in no event shall the portion of the Policy Proceeds paid to the Company be more than the amount to which the Company is entitled pursuant to Section 6.4. Any remaining Policy Proceeds shall be paid to the Participant's designated Beneficiary.

If the Policy Proceeds are insufficient to pay the amount of life insurance coverage to which the Participant is entitled under Article 4 and to reimburse the Company in accordance with Section 5.4, the Policy Proceeds shall be paid in accordance with the following priority schedule:

First	Payment of the Participant's Basic Coverage due under Section 4.1 or Section 4.2, as appropriate, to the designated Beneficiary
Second	Repayment of the Company's contributions due under Section 6.4
Third	Payment of Supplemental Coverage due under Section 4.3 or 4.4, as appropriate, to the designated Beneficiary

In the event that the Policy Proceeds are insufficient to repay the full amount of the Company's contributions, the Company will receive the amount of the Policy Proceeds that exceeds the amount necessary to pay the Basic Coverage and upon such payment to the Company, the Participant's obligation under Section 6.4 shall be extinguished.

7.3 Interest on Policy Proceeds.

Any interest payable by the Insurer with respect to a Beneficiary's share of the Policy Proceeds shall be paid to the Beneficiary and any interest payable by the Insurer with respect to the Employer's share of the Policy Proceeds shall be paid to the Employer.

ARTICLE 8 - PLAN ADMINISTRATION

8.1 Named Fiduciary; Administration.

The Committee shall be the named fiduciary of the Program and shall have authority to control and manage the operation and administration of the Program. The Committee shall be responsible for selecting the investments under the Policies, if any. The Committee shall also have the power to establish, adopt, or revise such rules, regulations, procedures and forms as it may deem advisable for the administration of the Program. The interpretation and construction of the Program by the Committee and any action taken thereunder, shall be binding and conclusive upon all parties in interest. No member of the Committee shall, in any event, be liable to any person for any action taken or omitted to be taken in connection with the interpretation, construction or administration of the Program, so long as such action or omission to act is made in good faith. (Members of the Committee shall be eligible to participate in the Program while serving as members of the Committee, but a member of the Committee shall not vote or act upon any matter that relates solely to such member's interest in the Program as a Participant.)

8.2 Determination of Benefits.

The Committee shall make all determinations concerning eligibility to participate, rights to benefits, the amount of benefits, and any other question under this Program. Any decision by the Committee denying a claim by a Participant or Beneficiary for benefits under this Program shall be stated in writing and delivered or mailed to the Participant or Beneficiary. Such decision shall set forth the specific reasons for the denial written in a manner calculated to be understood by the Participant or Beneficiary. In addition, the Committee shall afford a reasonable opportunity to the Participant or Beneficiary for a full and fair review of the decision denying such claim.

8.3 Indemnification.

The Company shall indemnify each member of the Board of Directors, each member of the Committee and any employee to whom any fiduciary or administrative responsibility with respect to the Plan is allocated or delegated, to the full extent permitted by the Certificate of Incorporation, bylaws or resolution of the Company. For such purpose, the Company may obtain, pay for and keep current a policy of insurance, which policy of insurance shall not, however, release the Company under this provision.

ARTICLE 9 - GENERAL PROVISIONS

9.1 No Contract of Employment.

Nothing contained herein shall be construed to be a contract of employment of any term of years, nor as conferring upon an Employee the right to continue in the employ of the Company in any capacity.

9.2 Amendment and Termination of Plan.

The Company, through action of the Compensation and Organization (C&O) Committee of its Board of Directors, may, in its sole discretion, amend or terminate the Program in whole or in part at any time. In addition, without limiting the foregoing, the C&O Committee shall delegate to the Executive Life Insurance Program Committee the power to amend the Program on behalf of the Company where such amendment would not result in a material increase in the cost of the Program for the Company. The Program will also terminate, without notice, upon the total cessation of the business of the Company or upon the bankruptcy, receivership or dissolution of the Company.

9.3 Conflicting Provisions.

In the event of a conflict between the provisions of this Program and the provisions of any collateral assignment, beneficiary designation or other document related to a Policy, the provisions of the Program shall prevail.

9.4 Notice.

Any notice, consent, or demand required or permitted to be given under the provisions of this Program shall be in writing, and shall be signed by the party giving or making the same. If such notice, consent, or demand is mailed, it shall be sent by Untied States certified mail, postage prepaid, addressed to such party's last known address as shown on the records of the Company. If notice, consent or demand is sent to the Company, it shall be sent to:

Unisys Corporation
Executive Compensation
MS-B381
Township Line & Union Meeting Road
Blue Bell, Pennsylvania 19424-0001

The date of such mailing shall be deemed the date of notice, consent, or demand. Either party may change the address to which notice is to be sent by giving notice of the change of address in the manner aforesaid.

9.5 Governing Law.

This Program shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

9.6 Gender, Singular and Plural.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, as the identity of the person or persons may require. As the context may require, the singular may be read as the plural and the plural as the singular.

9.7 Captions.

The captions of the articles, sections, and paragraphs of this Program are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

9.8 Validity.

In the event any provision of this Program is held invalid, void, or unenforceable, the same shall not affect, in any respect whatsoever, the validity of any other provision of this Plan.

9.9 Binding Effect.

This Program shall be binding upon, and inure to the benefit of the Company and its successors and assigns, and the Participants and their successors, assigns, heirs, executors, administrators and beneficiaries.

AMENDMENT
TO THE
1990 UNISYS LONG-TERM INCENTIVE PLAN

I. Section 6.3(e) of the 1990 Unisys Long-Term Incentive Plan is amended and restated in its entirety, effective April 28, 1999, to read as follows:

"(e) EXERCISE OF OPTIONS OR STOCK APPRECIATION RIGHTS UPON TERMINATION OF EMPLOYMENT.

(1) TERMINATION OF VESTED OPTIONS AND STOCK APPRECIATION RIGHTS UPON TERMINATION OF EMPLOYMENT.

(A) TERMINATION. In the event of Termination of Employment of a Participant other than because of death, disability or retirement on a Normal Retirement Date, to the extent the right to exercise the Option or Stock Appreciation Right has accrued at the date of Termination of Employment, the right of the Participant to exercise the Option or Stock Appreciation Right under the Plan shall terminate at the date of such Termination of Employment, unless otherwise provided in this Section 6.3(e) or as otherwise provided by the Committee in accordance with Section 6.3(d).

(B) DISABILITY OR RETIREMENT. Upon a Participant's Termination of Employment by reason of disability or retirement on a Normal Retirement Date, a Participant may, within five years after the Termination of Employment, exercise all or a part of his or her Options which were exercisable upon such Termination of Employment (or which became exercisable at a later date pursuant to Section 6.3(e)(2)), and may, within six months after Termination of Employment, exercise all or a part of his or her Stock Appreciation Rights which he or she was entitled to exercise upon Termination of Employment (or which became exercisable at a later date pursuant to Section 6.3(e)(2)). In no event, however, may any Option or Stock Appreciation Right be exercised later than the date described in Section 6.3(b)(1), (3) or (4).

(C) DEATH. In the event of the death of a Participant while employed by Unisys or a Subsidiary, or within the additional period of time from the date of Termination of Employment and prior to the expiration of the Option or Stock Appreciation Right as permitted in Section 6.3(e) (1)(B) or Section 6.3(e)(3), to the extent the right to exercise the Option or Stock Appreciation Right accrued as of the date of such Termination of Employment or thereafter and did not expire during such additional period and prior to the Participant's death, the right of the Participant's Beneficiary to exercise the Option under the Plan shall expire upon the earliest of (i) five years from the date of the Participant's death or (ii) five years from the date of the Participant's Termination of Employment or (iii) the date of expiration of the Option determined pursuant to Section 6.3(b)(1), (3) or (4). Unless otherwise provided by the Committee in accordance with Section 6.3(d), Stock Appreciation Rights shall expire upon the Participant's death.

(2) TERMINATION OF UNVESTED OPTIONS OR STOCK APPRECIATION RIGHTS UPON TERMINATION OF EMPLOYMENT. Except as otherwise provided in Section 6.3(e)(3), to the extent the right to exercise an Option or a Stock Appreciation Right, or any portion thereof, has not accrued as of the date of Termination of Employment, such right shall expire at the date of such Termination of Employment. Notwithstanding the foregoing, the Committee, within its discretion and under such terms as it deems appropriate, may permit a Participant who terminates employment on a Normal Retirement Date or Other Retirement Date and who will continue to render significant services to Unisys or one of its Subsidiaries after his or her Termination of Employment, to continue vesting in his or her Options and Stock Appreciation Rights during the period in which the individual continues to render such services.

(3) CONTINUED VESTING IN OPTIONS UPON RETIREMENT AT AGE 55 WITH FIVE YEARS OF SERVICE -- EXTENDED PERIOD OF EXERCISE -- EFFECTIVE FOR OPTION GRANTS MADE ON AND AFTER APRIL 28, 1999. Notwithstanding anything in this Section 6.3(e) to the contrary, with respect to any Option or Stock Appreciation Right granted on or after April 28, 1999,

(A) to the extent that the right to exercise the Option or Stock Appreciation Right, or any portion thereof, has not accrued as of the date of Termination of Employment, the Participant shall continue to vest in the Option or Stock Appreciation Right after Termination of Employment in accordance with the vesting schedule contained in the applicable Award Agreement, and

(B) the Participant may exercise the Option, to the extent the right to exercise has accrued as of the date of Termination of Employment or thereafter in accordance with this Section 6.3(e)(3), within five years of the date of the Participant's Termination of Employment, and may exercise the Stock Appreciation Right, to the extent the right to exercise has accrued as of the date of Termination of Employment or thereafter in accordance with this Section 6.3(e)(3), within six months of the date of the Participant's Termination of Employment,

provided that the Termination of Employment occurs after the Participant has attained age 55 and completed five years of service with Unisys and/or its Subsidiaries. In no event, however, may any Option or Stock Appreciation Right be exercised later than the date described in Section 6.3(b)(1), (3) or (4)."

EXHIBIT 11.1

UNISYS CORPORATION
STATEMENT OF COMPUTATION OF EARNINGS PER SHARE
FOR THE SIX MONTHS ENDED JUNE 30, 1999 AND 1998
(UNAUDITED)
(Millions, except share data)

	1999	1998
Basic Earnings Per Common Share		
Net income	$ 230.9	$ 152.8
Less dividends on preferred shares	(34.8)	(53.3)
Net income available to common stockholders	$ 196.1	$ 99.5
Weighted average shares	266,850,230	249,703,734
Basic earnings per share	$ .73	$ .40
Diluted Earnings Per Common Share		
Net income available to common stockholders	$ 196.1	$ 99.5
Plus impact of assumed conversions		
Interest expense on 8 1/4% Convertible Notes due 2006, net of tax	.3	.8
Net income available to common stockholders plus assumed conversions	$ 196.4	$ 100.3
Weighted average shares	266,850,230	249,703,734
Plus incremental shares from assumed conversions		
Employee stock plans	10,447,720	10,761,749
8 1/4% Convertible Notes due 2006	1,635,709	4,031,138
Adjusted weighted average shares	278,933,659	264,496,621
Diluted earnings per share	$ .70	$ .38

The average shares listed below were not included in the computation of diluted earnings per share because to do so would have been antidilutive for the periods presented.

	1999	1998
Series A preferred stock	36,845,825	47,450,133

EXHIBIT 11.2

UNISYS CORPORATION
STATEMENT OF COMPUTATION OF EARNINGS PER SHARE
FOR THE THREE MONTHS ENDED JUNE 30, 1999 AND 1998
(UNAUDITED)
(Millions, except share data)

	1999	1998
Basic Earnings Per Common Share		
Net income	$ 119.7	$ 90.1
Less dividends on preferred shares	(12.0)	(26.6)
Net income available to common stockholders	$ 107.7	$ 63.5
Weighted average shares	272,558,224	251,133,830
Basic earnings per share	$ .40	$ .25
Diluted Earnings Per Common Share		
Net income available to common stockholders	$ 107.7	$ 63.5
Plus impact of assumed conversions		
Interest expense on 8 1/4% Convertible Notes due 2006, net of tax		.4
Net income available to common stockholders plus assumed conversions	$ 107.7	$ 63.9
Weighted average shares	272,558,224	251,133,830
Plus incremental shares from assumed conversions		
Employee stock plans	10,383,111	11,317,508
8 1/4% Convertible Notes due 2006		4,021,429
Adjusted weighted average shares	282,941,335	266,472,767
Diluted earnings per share	$ .38	$ .24

The average shares listed below were not included in the computation of diluted earnings per share because to do so would have been antidilutive for the periods presented.

Series A preferred stock	31,825,822	47,449,993

Exhibit 12

UNISYS CORPORATION
COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES (UNAUDITED)
($ in millions)

	Six Months Ended June 30, 1999	Years Ended December 31 1998	1997	1996	1995	1994
Income (loss) from continuing operations before income taxes	$355.2	$604.7	$(729.8)	$ 86.7	$(781.1)	$ 14.6
Add (deduct) share of loss (income) of associated companies	15.0	(.3)	5.9	(4.9)	5.0	16.6
Subtotal	370.2	604.4	(723.9)	81.8	(776.1)	31.2
Interest expense	68.9	171.7	233.2	249.7	202.1	203.7
Amortization of debt issuance expenses	2.0	4.6	6.7	6.3	5.1	6.2
Portion of rental expense representative of interest	24.3	48.5	51.2	59.2	65.3	65.0
Total Fixed Charges	95.2	224.8	291.1	315.2	272.5	274.9
Earnings (loss) from continuing operations before income taxes and fixed charges	$465.4	$829.2	$(432.8)	$397.0	$(503.6)	$306.1
Ratio of earnings to fixed charges	4.89	3.69	(a)	1.26	(a)	1.11

(a) Earnings for the years ended December 31, 1997 and 1995 were inadequate to cover fixed charges by approximately $723.9 and $776.1 million, respectively.

THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED
FROM THE FINANCIAL STATEMENTS INCLUDED IN THE COMPANY'S FORM 10-Q
FOR THE QUARTERLY PERIOD ENDED JUNE 30, 1999 AND IS QUALIFIED IN
ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.

1,000,000

6-MOS
DEC-31-1999
JUN-30-1999

439
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1,235
(46)
384
2,587
1,663
1,111
5,451
2,428
1,089
0
671
3
916
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0
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231
.73
.70