

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934**

**December 15, 2009
Date of Report (Date of earliest event reported):**

INTUIT INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other
Jurisdiction of
Incorporation)

000-21180
(Commission File Number)

77-0034661
(I.R.S. Employer
Identification
No.)

**2700 Coast Avenue
Mountain View, CA 94043**
(Address of Principal Executive Offices)
(Zip Code)

Registrant's telephone number, including area code: **(650) 944-6000**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

Amendment of the 2005 Equity Incentive Plan

At the Annual Meeting of Stockholders of Intuit Inc. (“Intuit”) held on December 15, 2009, Intuit’s stockholders approved an amendment to Intuit’s 2005 Equity Incentive Plan (the “Plan”). The amendment was approved by Intuit’s Board of Directors, subject to the approval of Intuit’s stockholders, and became effective with such stockholder approval on December 15, 2009.

As a result of such stockholder approval, the Plan was amended and modified in the following manner:

- The term of the Plan was extended by an additional year, ending on December 9, 2011.
- The number of shares of Intuit common stock available for awards granted under the Plan was increased by 9,000,000 (so that a maximum of 65,000,000 shares of Intuit common stock may be issued or delivered pursuant to awards granted under the Plan).
- The terms of the Plan related to annual non-employee director automatic option grants were changed to provide that all non-employee directors will receive automatic annual grants of restricted stock units (instead of options) made pursuant to a non-discretionary formula based on a fixed dollar amount (as opposed to a fixed number of shares).

A more complete description of the terms of the Plan and the material amendments and modifications thereto can be found in “Proposal No. 3 — Approval of an Amendment to the 2005 Equity Incentive Plan” (pages 45 through 52) in Intuit’s definitive proxy statement dated October 30, 2009, and filed with the Securities and Exchange Commission on October 30, 2009. The foregoing descriptions are qualified in their entirety by reference to the Plan, a copy of which is filed as Exhibit 10.01 to this report.

Amendment of the Employee Stock Purchase Plan

At the Annual Meeting of Stockholders of Intuit, Intuit’s stockholders approved an amendment to Intuit’s Employee Stock Purchase Plan (the “ESPP”). The amendment was approved by Intuit’s Board of Directors, subject to the approval of Intuit’s stockholders, and became effective with such stockholder approval on December 15, 2009.

As a result of such stockholder approval, an additional 3,000,000 shares of Intuit’s common stock were authorized for issuance over the term of the ESPP.

A more complete description of the terms of the ESPP and the amendment thereto can be found in “Proposal No. 4 — Approval of an Amendment to the Employee Stock Purchase Plan” (pages 54 through 56) in Intuit’s definitive proxy statement dated October 30, 2009, and filed with the Securities and Exchange Commission on October 30, 2009. The foregoing description is qualified in its entirety by reference to the ESPP, a copy of which is filed as Exhibit 10.02 to this report.

ITEM 8.01 OTHER EVENTS

In December 2009, Scott D. Cook, founder, board member and Executive Officer of Intuit, adopted a stock trading plan on behalf of his family trust to sell up to 1,200,000 shares of Intuit common stock and contribute 240,000 additional shares to the Scott Cook and Signe Ostby Charitable Foundation

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beginning in February 2010 and continuing through December 2010. Subject to the terms and conditions of this plan, Mr. Cook's family trust will sell 300,000 shares and contribute 60,000 shares to the charitable foundation each quarter provided certain limit prices are reached.

The Scott Cook and Signe Ostby Charitable Foundation also adopted a stock trading plan in December 2010 to sell the 240,000 shares of Intuit stock contributed by Mr. Cook's family trust during the same period provided certain limit prices are reached.

In December 2009, Brad D. Smith, Intuit's President and Chief Executive Officer, adopted a stock trading plan related to the exercise and sale of up to 200,000 shares of Intuit common stock issuable under options granted in 2003-2005. Subject to the terms and conditions of this plan, a brokerage firm may periodically exercise Mr. Smith's stock options and sell the issued shares before the expiration of the plan in December 2010, provided certain limit prices are reached.

Each of these plans is intended to satisfy the requirements of Rule 10b5-1 of the Exchange Act and each was adopted in accordance with Intuit's policies regarding securities transactions. Rule 10b5-1 permits individuals who are not in possession of material, non-public information at the time the plan is adopted to establish pre-arranged plans to buy or sell company stock.

Transactions under these plans will be disclosed publicly through Form 4 filings with the Securities and Exchange Commission, to the extent required by law.

Item 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

Exhibit	Description
10.01	Intuit Inc. 2005 Equity Incentive Plan (incorporated by reference to Exhibit 99.01 to the registration statement on Form S-8 (Registration No. 333-163728) filed by the registrant with the Securities and Exchange Commission on December 15, 2009).
10.02	Intuit Inc. Employee Stock Purchase Plan (incorporated by reference to Exhibit 99.02 to the registration statement on Form S-8 (Registration No. 333-163728) filed by the registrant with the Securities and Exchange Commission on December 15, 2009).
10.03	Form of Director Restricted Stock Unit Grant Agreement

SIGNATURES

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

Date: December 18, 2009

INTUIT INC.

By: /s/ Laura A. Fennell

Laura A. Fennell

*Senior Vice President, General Counsel and
Corporate Secretary*

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<u>Exhibit</u>	<u>Description</u>
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10.02	Intuit Inc. Employee Stock Purchase Plan (incorporated by reference to Exhibit 99.01 to the registration statement on Form S-8 (Registration No. 333-163728) filed by the registrant with the Securities and Exchange Commission on December 15, 2009).
10.03	Form of Director Restricted Stock Unit Grant Agreement

INTUIT INC. 2005 EQUITY INCENTIVE PLAN GRANT AGREEMENT
Director Restricted Stock Units

Intuit Inc., a Delaware corporation (the “Company”), hereby grants you a restricted stock unit award (“Award”) pursuant to the Company’s 2005 Equity Incentive Plan, as amended (the “Plan”), for the number of shares of the Company’s Common Stock, \$0.01 par value per share (“Common Stock”) set forth below. All capitalized terms in this Grant Agreement (“Agreement”) that are not defined in this Agreement have the meanings given to them in the Plan. This Award is subject to all of the terms and conditions of the Plan, which is incorporated into this Agreement by reference. This Agreement is not meant to interpret, extend, or change the Plan in any way, or to represent the full terms of the Plan. If there is any discrepancy, conflict or omission between this Agreement and the provisions of the Plan, the provisions of the Plan shall apply.

Name of Participant:**Address:****Number of Shares:****Date of Grant:****Vesting Schedule:**

Your award will vest on the following date(s) provided that you do not experience a Termination (as such term is defined in the Plan) (each date, a “Vesting Date”).

1. **Termination:** In the event you experience a Termination prior to a Vesting Date, the following provisions will govern the vesting of this Award:
 - (a) **Termination Generally:** In the event of your Termination prior to a Vesting Date for any reason other than due to your death or Total Disability, this Award will cease to vest and you will have no right or claim to the unvested portion of the Award.
 - (b) **Termination due to Death:** In the event of your Termination prior to a Vesting Date due to your death, this Award will vest on the date of your Termination as to 100% of the Number of Shares.
 - (c) **Termination due to Total Disability:** In the event of your Termination prior to a Vesting Date due to your Total Disability, this Award will vest on the date of your Termination as to 100% of the Number of Shares. Total Disability is defined in Section 10.5(d) of the Plan.
 2. **Corporate Transaction:** In the event of a Corporate Transaction, this Award will vest as to 100% of the Shares.
 3. **Issuance of Shares under this Award:** The Company will issue you the Shares subject to this Award (a) as soon as practicable after the Vesting Dates or, if applicable, the events described in Sections 1(b) and (c) and 2 above, and in no case later than March 15 of the year following the year of vesting or of such events, or (b) in the event that you make a valid election at a time and in the manner permitted under Section 409A of the Code, at the time specified in your election. All issuances of Shares will be subject to the requirements of Section 409A of the Code. Until the date the Shares are issued to you, you will have no rights as a stockholder of the Company.
 4. **Taxes:** You are ultimately liable and responsible for all taxes owed by you in connection with this Award. The Company makes no representation or undertaking regarding the tax treatment of the grant, vesting, or settlement of this Award or the subsequent sale of any of the Shares. The Company does not commit and is under no obligation to structure this Award to reduce or eliminate your tax liability. [Note: in the event that the recipient
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of this award is an employee, this section may also include the following: Withholding Taxes: This Award is generally taxable for purposes of United States federal income and employment taxes upon vesting based on the Fair Market Value on Vesting Date. To the extent required by applicable federal, state or other law, you shall make arrangements satisfactory to the Company for the payment and satisfaction of any income tax, social security tax, payroll tax, payment on account or other tax related to withholding obligations that arise under this Award and, if applicable, any sale of Shares of the Common Stock. The Company shall not be required to issue shares of the Common Stock pursuant to this Award or to recognize any purported transfer of shares of the Common Stock until such obligations are satisfied. Unless otherwise agreed to by the Company and you, these obligations will be satisfied by the Company withholding a number of shares of Common Stock that would otherwise be issued under this Award that the Company determines has a Fair Market Value sufficient to meet the tax withholding obligations. For purposes of this Award, Fair Market Value is defined in Section 26(n) of the Plan.]

5. Disputes: Any question concerning the interpretation of this Agreement and any controversy that may arise under this Agreement, shall be determined by the Committee. Such decision by the Committee shall be final and binding.
6. Choice of Law: Because this Agreement relates to terms and conditions under which you may be issued shares of Common Stock of Intuit Inc., a Delaware corporation, an essential term of this Agreement is that it shall be governed by the laws of the State of Delaware, without regard to choice of law principles of Delaware or other jurisdictions. Any action, suit, or proceeding relating to this Agreement or the Award granted hereunder shall be brought in the state or federal courts of competent jurisdiction in Santa Clara County in the State of California.

[Note: in the event that the recipient of this award is an employee, this agreement may also include the following section:

7. Other Matters:
 - (a) The Award granted to an employee in any one year, or at any time, does not obligate the Company or any subsidiary or other affiliate of the Company to grant an award in any future year or in any given amount and should not create an expectation that the Company (or any subsidiary or other affiliate) might grant an award in any future year or in any given amount.
 - (b) Nothing contained in this Agreement creates or implies an employment contract or term of employment or any promise of specific treatment upon which you may rely.]

This Agreement, together with the Plan and any documentation evidencing a deferral of your Restricted Stock Units (which are incorporated by reference), constitute the entire agreement between you and the Company with respect to this Award, and supersede all prior agreements or promises with respect to the Award. Except as provided in the Plan, this Agreement may be amended only by a written document signed by the Company and you. Subject to the terms of the Plan, the Company may assign any of its rights and obligations under this Agreement, and this Agreement shall be binding on, and inure to the benefit of, the successors and assigns of the Company. Subject to the restrictions on transfer of an Award described in Section 14 of the Plan, this Agreement shall be binding on your permitted successors and assigns (including heirs, executors, administrators and legal representatives). All notices required under this Agreement, your deferral documentation or the Plan must be mailed or hand-delivered, (1) in the case of the Company, to the Company at its address set forth in this Agreement, or at such other address designated in writing by the Company to you, and (2) in the case of you, at the address recorded in the books and records of the Company as your then current home address.

The Company has signed this Agreement effective as of the Date of Grant.

INTUIT INC.
2632 Marine Way
Mountain View, California 94043

By: _____
Brad D. Smith, President and Chief Executive Officer

**INTUIT INC.
2005 EQUITY INCENTIVE PLAN
RESTRICTED STOCK UNIT DEFERRAL FOR DIRECTORS
CALENDAR YEAR 20____**

This form permits you to elect to defer delivery of shares of Common Stock underlying vested Restricted Stock Units granted to you pursuant to the Intuit Inc. 2005 Equity Incentive Plan (the "Plan"), as described below. **NOTE: If you do not want to defer delivery of your shares upon vesting, you do not need to complete this form.**

- If you are receiving a "Succeeding Grant" or a "Committee Grant" after continuous service as a member or Chairperson of a Board Committee since the date of appointment, this form must be delivered to the Company no later than December 31 of the year shown above.
- If you are receiving an "Initial Grant" or a "Committee Grant" after being newly appointed as a member or the Chairperson of a Board Committee, this form must be delivered to the Company within thirty (30) days after you become a Non-Employee Director or are appointed as a member or Chairperson of the Board Committee.

This deferral election is subject to the terms of the Plan and your Grant Agreement. Capitalized terms not defined herein have the meanings in the Plan.

I. PARTICIPANT NAME

Name: _____

SSN: _____

II. DEFERRAL ELECTION

I hereby elect to defer the delivery of Common Stock underlying the vested Restricted Stock Units granted to me during calendar year 20____: (check the appropriate box(es) and select percentage(s) from 25% to 100%, in increments of 25%)

NOTE: If you do not want to defer delivery of your shares upon vesting, you do not need to complete this form.

Initial [Succeeding] Grant- (____ RSUs)	____ Committee Grant (____ RSUs)	____ Committee Grant (____ RSUs)
<input type="radio"/> 0%	<input type="radio"/> 0%	<input type="radio"/> 0%
<input type="radio"/> 50%	<input type="radio"/> 50%	<input type="radio"/> 50%
<input type="radio"/> 75%	<input type="radio"/> 75%	<input type="radio"/> 75%
<input type="radio"/> 100%	<input type="radio"/> 100%	<input type="radio"/> 100%

III. DISTRIBUTION ELECTION

I elect for my deferred Common Stock to be paid in the years indicated below with a maximum deferral of 5 years after final vesting date (check the appropriate box(es)). Actual payout will be made in the January following the year selected.

Initial [Succeeding] Grant- (_____) RSUs) _____ <input type="radio"/> 20 _____ <input type="radio"/> 20 _____ <input type="radio"/> 20 _____ <input type="radio"/> 20 _____ <input type="radio"/> 20 _____	_____ Committee Grant (_____) RSUs) _____ <input type="radio"/> 20 _____ <input type="radio"/> 20 _____ <input type="radio"/> 20 _____ <input type="radio"/> 20 _____ <input type="radio"/> 20 _____	_____ Committee Grant (_____) RSUs) _____ <input type="radio"/> 20 _____ <input type="radio"/> 20 _____ <input type="radio"/> 20 _____ <input type="radio"/> 20 _____ <input type="radio"/> 20 _____
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Regardless of your election(s) above, your Common Stock will be paid to you upon any Termination (including Disability and death) or immediately prior to the occurrence of a Corporate Transaction, if earlier than the time indicated above.

IV. IMPORTANT INFORMATION

Your deferral and distribution elections are irrevocable. This is an unfunded Plan, which means that your only assurance of payment is the promise of the Company. The Company is not obligated to purchase or maintain any assets to pay amounts under the Plan, and you have no rights to benefits under the Plan other than as an unsecured creditor.

V. BENEFICIARY DESIGNATION

In the event of your death, you hereby designate the beneficiary(ies) identified below to receive the Common Stock underlying your grant. If you do not designate your current spouse as sole primary beneficiary, you must obtain the written consent of your spouse (see below). If you designate more than one beneficiary, indicate the percentage of your Common Stock each beneficiary should receive.

PRIMARY BENEFICIARY

Name	Relationship	Percent*	Date of Birth	Social Security Number
1) _____	_____	_____	_____	_____
2) _____	_____	_____	_____	_____
3) _____	_____	_____	_____	_____

* Must total 100%.

If such primary beneficiary(ies) do not survive you by at least thirty (30) days, the following shall be the beneficiary(ies):

CONTINGENT BENEFICIARY

<u>Name</u>	<u>Relationship</u>	<u>Percent*</u>	<u>Date of Birth</u>	<u>Social Security Number</u>
1) _____	_____	_____	_____	_____
2) _____	_____	_____	_____	_____
3) _____	_____	_____	_____	_____

* Must total 100%.

This beneficiary designation and spousal consent is effective upon receipt by the Company (provided the form is completed properly). Upon such receipt, all previous beneficiary designation and spousal consents hereby are revoked.

SPOUSAL CONSENT

I, _____, am the spouse of _____. I acknowledge that my spouse has designated a person or persons other than me as a primary beneficiary to receive Common Stock underlying Restricted Stock Units, and I hereby approve of that designation. I agree that the designation shall be binding upon me with the same effect as if I personally had executed said designation.

Signature of Spouse

Date

VI. SECTION 409A

I understand that notwithstanding my elections on this form, in the unlikely event that I am classified as a "specified employee," as that term is defined under Section 409A of the Internal Revenue Code ("Section 409A") with respect to the Common Stock deferred under this election, any payment of Common Stock upon my "separation from service" (as defined under Section 409A) shall be delayed for six months to the extent required under Section 409A. I hereby consent to any amendment to these elections that may be required in order to comply with Section 409A.

VII. ACKNOWLEDGEMENT

I hereby agree to the elections indicated on this form, and acknowledge that I have received and reviewed the Plan.

By: _____