UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT TO SECTION 13 OR 15D OF THE SECURITIES EXCHANGE ACT OF 1934

July 27, 2005
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 (IRS Employer Identification No.)

2700 Coast Avenue
Mountain View, CA 94043
(Address of principal executive offices, including zip code)

(650) 944-6000
(Registrant’s telephone number, including area code)

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:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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Item 1.01 Entry into a Material Definitive Agreement.

Funding of 2005 Intuit Inc. Performance Incentive Plan

On July 27, 2005, the Compensation and Organizational Development Committee of our Board of Directors (the “Compensation Committee”) approved funding for the payment of annual performance bonuses under the Intuit Inc. Performance Incentive Plan (“IPI”) for the fiscal year ended July 31, 2005 (“Fiscal 2005”) in the aggregate amount of $88,340,000. Over 90% of Intuit’s employees, including each of our named executive officers except for our President and Chief Executive Officer, are eligible for annual performance bonus awards under the IPI for Fiscal 2005.

Approval of Fiscal Year 2005 Bonus Awards

Stephen M. Bennett, our President and Chief Executive Officer, is eligible to receive an annual performance bonus for Fiscal 2005 under our Senior Executive Incentive Plan (“SEIP”), provided that the performance goals established by the Compensation Committee for Fiscal 2005 are achieved. On July 27, 2005, the Compensation Committee fixed the amount of Mr. Bennett’s annual performance bonus for Fiscal 2005 at $2,772,000, subject to certification by the Compensation Committee after July 31, 2005 that the Internal Revenue Code Section 162(m) performance goals for Fiscal 2005 have been achieved. On August 1, 2005, the Compensation Committee certified that the performance goals for Mr. Bennett’s annual performance bonus for Fiscal 2005 had been met.

Also on July 27, 2005, the Compensation Committee fixed the amount of the annual performance bonuses payable to each of our named executive officers under the IPI for Fiscal 2005. The Fiscal 2005 bonus amounts were determined by the Compensation Committee based on its review with management of the performance of each of the named executive officers. The following table sets forth the amount of the Fiscal 2005 bonus to be paid to each of our named executive officers (other than Mr. Bennett whose bonus is payable under the SEIP described above):

Name and Current Position	Bonus Amount
Robert B. (“Brad”) Henske(1) Senior Vice President/ General Manager, Consumer Tax Group and CFO	$475,000
Scott D. Cook(1) Chairman of the Executive Committee	$400,000
Richard William Ihrie(1) Senior Vice President, Chief Technology Officer	$400,000
Brad Smith(2) Senior Vice President/ General Manager, QuickBooks	$485,000
Raymond Stern(3) Senior Vice President	$240,000

(1) Named executive officer for fiscal years ending July 31, 2004 and 2005.

(2) Named executive officer for fiscal year ending July 31, 2005.

(3) Named executive officer for fiscal year ending July 31, 2004. Due to the fact that Mr. Stern is on a leave of absence from Intuit, his Fiscal 2005 bonus was calculated pro rata based upon the period he was an active employee during Fiscal 2005.

Approval of 2006 Intuit Inc. Performance Incentive Plan

On July 27, 2005, the Compensation Committee approved the Intuit Inc. Performance Incentive Plan for the fiscal year ending July 31, 2006 ("Fiscal 2006"), a discretionary cash bonus plan. The amount of a bonus award under the IPI for Fiscal 2006 will be based upon the employee's bonus target, the employee's performance during Fiscal 2006, and the amount of the aggregate bonus pool that is made available for bonuses for Fiscal 2006. A copy of the IPI for Fiscal 2006 is attached to this Report as Exhibit 10.1.

Performance Based Restricted Stock Units

On July 27, 2005, the Compensation Committee approved the grant on July 29, 2005 of a 50,000 share restricted stock unit ("RSU") to Mr. Bennett under the Intuit Inc. 2005 Equity Incentive Plan. Vesting of the RSU is subject to the achievement of performance goals established by the Compensation Committee for Fiscal 2006, which include targets based upon both Intuit's net revenue and operating income for Fiscal 2006. If the performance goals for Fiscal 2006 are achieved, the RSU will vest on July 29, 2008. If the performance goals for Fiscal 2006 are not achieved, the RSU will terminate without vesting. We will only issue vested shares to Mr. Bennett. In the event of Mr. Bennett's "Involuntary Termination" or "Termination without Cause" (as defined in his July 30, 2003 Amended and Restated Employment Agreement (the "Employment Agreement")), the RSU will automatically vest as to a percentage of the total number of shares subject to the RSU equal to his number of full months of service from the date of grant to the date of termination of his employment divided by thirty-six months. In the event of Mr. Bennett's "Termination Following a Change in Control" (as defined in his Employment Agreement), the RSU will automatically vest as to 100% of the total number of shares subject to the RSU.

CEO Annual Base Salary

On July 27, 2005, the Compensation Committee increased Mr. Bennett's base salary to $1,100,000 for Fiscal 2006.

Senior Vice President Relocation Benefit

On August 1, 2005, the Compensation Committee approved the terms of certain relocation benefit payments to Brad Smith. As a result of Mr. Smith's appointment as our Senior Vice President/General Manager, QuickBooks, Mr. Smith was required to relocate from San Diego, California to the San Francisco Bay Area. In connection with his relocation, we provided Mr. Smith with our standard executive relocation package, enhanced to include a relocation allowance payment equal to two month's salary. Mr. Smith will also receive a mortgage subsidy in an amount not to exceed $300,000. The mortgage subsidy will be paid in monthly installments over a period of five years. The amount of the mortgage subsidy will be calculated based upon the interest that would be payable by Mr. Smith on a 30-year fixed rate first mortgage on his new home assuming an interest rate equal to 5%, 4%, 3%, 2% and 1% for the first, second, third, fourth and fifth year of the mortgage, respectively. The mortgage subsidy will terminate upon the termination of Mr. Smith's employment for any reason. In addition, we will pay to the taxing authorities on Mr. Smith's behalf an amount, not to exceed $50,000, representing an income tax gross-up relating to a mortgage loan origination payment. We also will pay to the taxing authorities on Mr. Smith's behalf an amount, not to exceed $60,000, representing an income tax gross-up relating to additional income taxes paid by Mr. Smith as a result of our 2004 payment to Mr. Smith of the amount of his loss on the sale of his home in Texas and the closing costs associated with that sale.

1996 Employee Stock Purchase Plan

On July 27, 2005, the Compensation Committee approved the amendment and restatement of our 1996 Employee Stock Purchase Plan extending the termination date of the plan from October 7, 2006 until July 27, 2015.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits.

10.01 Intuit Inc. Performance Incentive Plan for Fiscal Year 2006

10.02 Form of CEO Restricted Stock Unit Award Agreement for fiscal year ended July 31, 2005 (Performance-Based Vesting)

SIGNATURE

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.

Intuit Inc.

Date: August 2, 2005

By: /s/ Robert B. Henske
Robert B. ("Brad") Henske
Senior Vice President and Chief Financial Officer

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EXHIBIT INDEX

Exhibit Number	Description
10.01	Intuit Inc. Performance Incentive Plan for Fiscal Year 2006
10.02	Form of CEO Restricted Stock Unit Award Agreement for fiscal year ended July 31, 2005 (Performance-Based Vesting)

Exhibit 10.01

INTUIT INC.
PERFORMANCE INCENTIVE PLAN
FOR FISCAL YEAR 2006

1. **Overview:** Intuit's Performance Incentive Plan (IPI) is a program under which Intuit pays discretionary cash bonus awards to select employees. Bonus awards under the IPI are paid annually. The amount of a bonus award is based upon the employee's bonus target and performance during the fiscal year and the bonus pool made available for payments under the IPI for the applicable fiscal year. The IPI is intended to provide employees with "performance-based compensation" within the meaning of Section 409A of the Internal Revenue Code ("Code").

2. **Purposes**: The IPI is a component of Intuit's overall strategy to pay its employees for performance. The purposes of IPI are to: (i) attract and retain top performing employees; (ii) motivate employees by tying compensation to performance; and (iii) reward exceptional performance that supports overall Intuit objectives.

3. **Effective Date**: The terms of this IPI document will be applicable to bonuses for services during Intuit's 2006 fiscal year that begins August 1, 2005.

4. **Eligibility**: All employees of Intuit are eligible to participate in the IPI, except for employees who (i) are classified as seasonal employees, (ii) are classified as interns/project employees, (iii) participate in Intuit's Senior Executive Incentive Plan, unless such employee is specifically approved by the Compensation and Organizational Development Committee ("Compensation Committee") to also participate in the IPI, (iv) participate in other Intuit incentive compensation plans that specifically exclude an employee's participation in the IPI, including, but not limited to, the sales incentive compensation plans and the contact center incentive compensation plans, (v) participate in an incentive compensation plan sponsored by Intuit or an Intuit subsidiary for international employees that was designed to provide a cash incentive benefit to such employees comparable to or in lieu of the IPI, or (vi) work for Intuit on a purely commission basis. Those employees who are determined to be eligible for bonus awards under the IPI are called "Participants." Participants in the IPI (other than Senior Officers, which term means the Chief Financial Officer, any Executive Vice President or Senior Vice President, the Vice President of Internal Audit and any other officer who is a Section 16 officer or any other officer who reports to the President and Chief Executive Officer) are not eligible to simultaneously participate in any other bonus or cash incentive plan, unless the Vice President responsible for Total Rewards otherwise specifically approves such participation. Senior Officers who are Participants in the IPI are not eligible to simultaneously participate in any other bonus or cash incentive plan, unless the Compensation Committee otherwise specifically approves such participation. An employee must commence employment or otherwise become eligible to participate in the IPI no later than April 1 to be eligible for a bonus award under the IPI for that fiscal year. Being a Participant does not entitle the individual to receive a bonus award. Bonus awards are payable to Participants that meet the criteria set forth in Paragraph 6 below.

5. **Plan Year**: The IPI operates on a fiscal year basis, August 1 through July 31.

6. **Bonus Awards**: Bonus awards are discretionary payments. A Participant must be an active employee in good standing and on Intuit's or an approved subsidiary's payroll on the day the bonus award is paid to receive any portion of the bonus payment. A Participant who is not actively employed or on an approved payroll for whatever reason on the date a bonus award is paid is not entitled to a partial or pro rata bonus award. Intuit may make exceptions in its sole discretion, provided, however, that exceptions for Senior Officers must be made by the Compensation Committee. There is no minimum award or guaranteed payment. Bonus awards are paid based on the fiscal year. A bonus award is calculated with reference to the Participant's bonus target and performance for the fiscal year and the bonus pool made available for bonus awards under the IPI for the fiscal year.

   a. **Bonus Targets**:

      i. For each Participant that is paid an annual salary, his or her bonus target is established as a percentage of the Participant's base salary. For each Participant that is paid hourly, his or her bonus target is established as a percentage of the Participant's base pay. In accordance with the Fair Labor Standards Act, for each Participant that is paid hourly, Intuit will either (a) add overtime earnings to base pay in the calculation of the IPI award or (b) add the amount of the IPI award to base pay and recalculate the Participant's hourly rate for overtime pay.

      ii. When an employee becomes a Participant, he or she is advised of his or her bonus target for the fiscal year.

      iii. Following the beginning of each fiscal year, each Participant is advised of his or her bonus target by the executive leader of the Participant's business or functional unit or the executive leader's designee.

      iv. The Compensation Committee establishes individual bonus targets for Senior Officers and other Intuit officers. The President and Chief Executive Officer may establish individual bonus targets for officers. Bonus targets for other employees are established by the Vice President responsible for Total Rewards in consultation with Intuit's President and Chief Executive Officer, the employee's manager and the individual responsible for the business unit or division thereof or functional unit or division thereof in which the employee works and that unit or division's HR director.

v. Intuit may establish bonus target guidelines for each fiscal year; provided, however, that bonus targets for Senior Officers are to be established by the Compensation Committee. A Participant's bonus target for a fiscal year may be determined based upon a variety of factors, including but not limited to, his or her base salary or base pay, position or level. A bonus target does not guarantee that a bonus award will be made at that rate.

b. Determination of a Bonus Award Amount

i. The amount of a bonus award to a Participant who is a Senior Officer is determined by the Compensation Committee, in consultation with Intuit's President and Chief Executive officer. The amount of a bonus award to a Participant who is not a Senior Officer is determined by the executive leader of the Participant's business unit or functional group and Intuit's President and Chief Executive Officer in consultation with the Participant's direct manager and the Vice President responsible for Total Rewards.

ii. A Participant's bonus award is linked to an assessment of the Participant's total job performance for the fiscal year. Factors that may be considered, include but are not limited to, what the Participant does to advance Intuit's success and how the Participant does it, especially leadership, balance of short-term actions with long-term goals, resource allocation and maintenance by the Participant of focus on Intuit while prioritizing the needs of customers, employees and stockholders.

iii. There is neither a minimum nor maximum amount of a bonus award that may be paid to a Participant for a fiscal year. At Intuit's discretion, a bonus award amount may be prorated for those Participants who are eligible to participate in the IPI for less than a full fiscal year; provided, however, that decisions relating to Senior Officers must be made by the Compensation Committee.

c. When Bonus Awards are Paid: The timing for payment of a bonus award is determined by the Vice President responsible for Total Rewards in consultation with Intuit's President and Chief Executive Officer and other senior management. A Participant has no right to a bonus award until it is paid. Notwithstanding the foregoing, in the event of an administrative error in the calculation or payment of a bonus award to a Participant, Intuit reserves the right to seek recovery from a Participant of an erroneously paid excessive bonus amount.

7. Unfunded: The IPI is not funded. Bonus awards, if any, are made from the general assets of Intuit. The Compensation Committee determines in its sole discretion the amount of funds it would like to make available for bonus awards based on Intuit's performance for the fiscal year. Intuit's performance for this purpose may be measured in a number of ways, including but not limited to: financial measures, such as revenue and operating income; qualitative measures, such as accomplishments to position Intuit for the future; the year's market conditions; stockholder returns; and progress of Intuit's business model. Intuit is not obligated to pay any part of such funds in bonus awards.

8. **Amendment**: The Compensation Committee has the authority to terminate, change, modify or amend the provisions of the IPI at any time. Notwithstanding the foregoing, Intuit's President and Chief Executive Officer, Chief Financial Officer and Vice President responsible for Total Rewards, each individually, has the authority to make amendments to the IPI that do not significantly increase the cost of the IPI and which in such individual's determination (i) clarify the terms of the IPI; (ii) assist in the administration of the IPI; (iii) are necessary or advisable for the IPI to comply with applicable law; or (iv) are necessary or advisable for the IPI to provide "performance-based compensation" within the meaning of Code Section 409A for individuals who participate in the Intuit Inc. 2005 Executive Deferred Compensation Plan.

9. **Administration and Discretion**: Except as otherwise required for Senior Officers under the Charter of the Compensation Committee, Intuit's President and Chief Executive Officer and the Vice President responsible for Total Rewards have the sole discretion to: (a) adopt such rules, regulations, agreements and instruments as it deems necessary to administer the IPI; (b) interpret the terms of the IPI; (c) determine an employee's eligibility under the IPI; (d) determine whether a Participant is to receive a bonus award under the IPI; (e) determine the amount of any bonus award to a Participant; (f) determine when a bonus award is to be paid to a Participant and whether any such bonus award should be prorated based on the Participant's service or other factors; (g) determine whether a bonus award will be made in replacement of or as an alternative to any other incentive or compensation plan of Intuit or of an acquired business unit or corporation; (h) grant waivers of IPI standard procedures and policies; (i) correct any defect, supply any omission, or reconcile any inconsistency in the IPI, any bonus award or any notice to Participants or a Participant regarding bonus awards; and (j) take any and all other actions it deems necessary or advisable for the proper administration of the IPI.

10. **Participation Provides No Guarantee of Employment**: To the extent permitted under law, employment at Intuit and its subsidiaries is at-will and participation in the IPI in no way constitutes an employment contract conferring either a right or obligation of continued employment.

11. **Governing Law:** The IPI will be governed by and construed in accordance with the laws of the State of California.

Approved by the
Compensation and Organizational Development Committee
on July 27, 2005

Exhibit 10.02
Award No. __________

INTUIT INC. 2005 EQUITY INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT
Performance-Based Vesting

Intuit Inc., a Delaware corporation (the "Company"), hereby grants you a Restricted Stock Unit ("RSU Award") pursuant to the Company's 2005 Equity Incentive Plan (the "Plan"), for the number of shares of the Company's Common Stock, $0.01 par value per share ("Common Stock"), set forth below. This RSU Award is subject to all of the terms and conditions of the Plan, which is incorporated into this Restricted Stock Unit Award Agreement ("Agreement") by reference. All capitalized terms in this Agreement that are not defined herein have the meanings given to them in the Plan or, as set forth below in the Section entitled "Consequences of Termination of Employment", in your Amended and Restated Employment Agreement dated July 30, 2003 between you and the Company (your "Employment Agreement").

This RSU Award is subject to performance-based vesting and is intended to provide compensation which qualifies as deductible "performance-based" compensation under Code Section 162(m). The Compensation and Organizational Development Committee of the Board of Directors of the Company ("Compensation Committee") established the Performance Factors to be used to measure whether the performance goals under this RSU Award are met.

Name of Participant:

Employee ID:

Address:

Number of Shares:

Date of Grant:

1. Vesting Schedule: The Compensation Committee selected (1) net revenue growth and (2) operating income growth as the Performance Factors under the Plan which will be used to measure whether the performance goals for this RSU Award have been satisfied. The Performance Period for this RSU is the fiscal year beginning August 1, 2005 and ending July 31, 2006. The Compensation Committee has until August 31, 2006 to certify whether the Performance Goals set forth below have been met during the Performance Period. If the Compensation Committee determines that the Performance Goals have not been met, this RSU Award shall terminate on the date of the Compensation Committee's certification.

   (a) Performance Goals:

   (b) Time-Based Vesting Once Performance Goals Are Met: If the above Performance Goals are met, this RSU Award will vest as to all of the Shares on July 29, 2008 (the "Vesting Date"), provided you are continuously employed by the Company through that date.

2. Consequences of Termination of Employment: Notwithstanding the foregoing, in the event of your Termination prior to the Vesting Date due to either your "Involuntary Termination" or "Termination without Cause" or "Termination Following a Change in Control", the following provisions will govern the vesting of this RSU Award. In the event of your Termination prior to the Vesting Date due to any other reason, you will immediately stop vesting in this RSU Award and it will terminate as to all shares as of your Termination Date.

   (a) Termination due to your Involuntary Termination or Termination without Cause: In the event of your Termination prior to the Vesting Date due to your Involuntary Termination or Termination without Cause, you will automatically vest pro-rata in a percentage of the total Number of Shares set forth above equal to your number of full months of service from the Date of Grant to your Termination Date divided by thirty-six months. For purposes of this RSU Award, "Involuntary Termination" and "Termination without Cause" shall have the meanings given them in Sections 6(a) and 6(d) of your Employment Agreement.

(2) Termination Following a Change in Control: In the event of your Termination Following a Change in Control prior to the Vesting Date, you will automatically vest as to 100% of the total Number of Shares set forth above. For purposes of this RSU Award, "Termination Following a Change in Control" shall have the meaning given to it in Section 7(d) of your Employment Agreement

3. Issuance of Shares under this RSU: Subject to Section 4, the Company will issue you shares under this RSU Award in which you have vested ("Vested Shares") in accordance with the Vesting Schedule provisions set forth above. The Company will issue you the Vested Shares on the Vesting Date.

4. Withholding Taxes at Issuance of Vested Shares: Under federal and state income and payroll withholding tax provisions in effect on the Date of Grant, the issuance of Vested Shares under this RSU Award gives rise to a federal and state income and employment tax withholding obligation on the part of the Company calculated with reference to an amount equal to the Fair Market Value of the Vested Shares on the date the shares are issued to you by the Company. The Company will withhold from the Vested Shares issued to you a number of whole shares having a Fair Market Value equal to the minimum amount to be withheld to satisfy any tax withholding obligation of the Company resulting from the issuance of the Vested Shares and will transmit the equivalent cash amount to the applicable taxing authorities. Fair Market Value of the shares shall be determined in accordance with Section 26(n) of the Plan on the date that the amount of tax to be withheld is to be determined. You agree to remit to the Company the aggregate par value of the Vested Shares prior to their issuance.

5. Stockholder Rights: You will have no rights as a stockholder until the Vested Shares are issued to you. After Vested Shares are issued to you, you will have all the rights of a stockholder with respect to the shares. Notwithstanding the foregoing, in the event the Company declares dividends for which the record date occurs after the Date of Grant and prior to the date Vested Shares are issued, the Company will issue you consideration in an amount the Company determines is equivalent to such declared dividends at the time the Vested Shares are issued to you.

6. Miscellaneous: This Agreement (including the Plan, which is incorporated by reference) constitutes the entire agreement between you and the Company with respect to this RSU Award, and supersedes all prior agreements or promises with respect to the RSU 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 Awards 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 or the Plan must be mailed or hand-delivered to the Company or to you at its or your respective addresses set forth in this Agreement, or at such other address designated in writing by either of the parties to the other.

You and the Company have signed this Agreement effective as the Date of Grant.

INTUIT INC.
2632 Marine Way
Mountain View, California 94043

By:________________________________
Robert B. Henske, Chief Financial Officer

Signed:________________________________
Participant