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UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended November 30, 2021
OR

☐ **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: 001-34448

Accenture plc

(Exact name of registrant as specified in its charter)

Ireland	**98-0627530**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

1 Grand Canal Square,
Grand Canal Harbour,
Dublin 2, Ireland
(Address of principal executive offices)
(353) (1) 646-2000
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A ordinary shares, par value $0.0000225 per share	ACN	New York Stock Exchange

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 ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☑	Accelerated filer	☐	Non-accelerated filer	☐
Smaller reporting company	☐	Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

The number of shares of the registrant's Class A ordinary shares, par value $0.0000225 per share, outstanding as of December 7, 2021 was 658,332,779 (which number includes 26,332,043 issued shares held by the registrant). The number of shares of the registrant's Class X ordinary shares, par value $0.0000225 per share, outstanding as of December 7, 2021 was 508,155.

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Part I — Financial Information
Item 1. Financial Statements
Consolidated Balance Sheets
November 30, 2021 and August 31, 2021

	November 30, 2021	August 31, 2021
ASSETS	*(Unaudited)*	
CURRENT ASSETS:		
Cash and cash equivalents	$ 5,637,117	$ 8,168,174
Short-term investments	6,968	4,294
Receivables and contract assets	11,120,401	9,728,212
Other current assets	1,857,166	1,765,831
Total current assets	**18,621,652**	**19,666,511**
NON-CURRENT ASSETS:		
Contract assets	41,612	38,334
Investments	325,714	329,526
Property and equipment, net	1,654,065	1,639,105
Lease assets	3,157,065	3,182,519
Goodwill	12,395,904	11,125,861
Deferred contract costs	751,939	731,445
Deferred tax assets	4,036,565	4,007,130
Other non-current assets	2,690,227	2,455,412
Total non-current assets	**25,053,091**	**23,509,332**
TOTAL ASSETS	**$ 43,674,743**	**$ 43,175,843**
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Current portion of long-term debt and bank borrowings	$ 9,089	$ 12,080
Accounts payable	2,210,163	2,274,057
Deferred revenues	4,006,078	4,229,177
Accrued payroll and related benefits	6,445,109	6,747,853
Income taxes payable	547,883	423,400
Lease liabilities	738,285	744,164
Accrued consumption taxes	612,154	609,553
Other accrued liabilities	663,246	668,583
Total current liabilities	**15,232,007**	**15,708,867**
NON-CURRENT LIABILITIES:		
Long-term debt	55,884	53,473
Deferred revenues	701,629	700,080
Retirement obligation	2,045,443	2,016,021
Deferred tax liabilities	320,163	243,636
Income taxes payable	1,144,011	1,105,896
Lease liabilities	2,674,020	2,696,917
Other non-current liabilities	562,928	553,839
Total non-current liabilities	**7,504,078**	**7,369,862**
COMMITMENTS AND CONTINGENCIES		
SHAREHOLDERS' EQUITY:		
Ordinary shares, par value 1.00 euros per share, 40,000 shares authorized and issued as of November 30, 2021 and August 31, 2021	57	57
Class A ordinary shares, par value $0.0000225 per share, 20,000,000,000 shares authorized, 658,332,779 and 656,590,625 shares issued as of November 30, 2021 and August 31, 2021, respectively	15	15
Class X ordinary shares, par value $0.0000225 per share, 1,000,000,000 shares authorized, 508,155 and 512,655 shares issued and outstanding as of November 30, 2021 and August 31, 2021, respectively	—	—
Restricted share units	1,931,366	1,750,784
Additional paid-in capital	9,097,934	8,617,838
Treasury shares, at cost: Ordinary, 40,000 shares as of November 30, 2021 and August 31, 2021; Class A ordinary, 26,247,335 and 24,504,666 shares as of November 30, 2021 and August 31, 2021, respectively	(4,079,625)	(3,408,491)
Retained earnings	15,110,688	13,988,748
Accumulated other comprehensive loss	(1,707,236)	(1,419,497)
Total Accenture plc shareholders' equity	**20,353,199**	**19,529,454**
Noncontrolling interests	585,459	567,660
Total shareholders' equity	**20,938,658**	**20,097,114**
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	**$ 43,674,743**	**$ 43,175,843**

The accompanying Notes are an integral part of these Consolidated Financial Statements.

Consolidated Income Statements
For the Three Months Ended November 30, 2021 and 2020
(Unaudited)

	2021	2020
REVENUES:		
Revenues	$ 14,965,153	$ 11,762,185
OPERATING EXPENSES:		
Cost of services	10,048,364	7,863,889
Sales and marketing	1,454,425	1,227,176
General and administrative costs	1,028,070	780,451
Total operating expenses	**12,530,859**	**9,871,516**
OPERATING INCOME	**2,434,294**	**1,890,669**
Interest income	6,050	10,685
Interest expense	(11,183)	(8,854)
Other income (expense), net	(23,029)	94,367
INCOME BEFORE INCOME TAXES	**2,406,132**	**1,986,867**
Income tax expense	586,402	464,810
NET INCOME	**1,819,730**	**1,522,057**
Net income attributable to noncontrolling interests in Accenture Canada Holdings Inc.	(1,934)	(1,700)
Net income attributable to noncontrolling interests – other	(26,772)	(20,081)
NET INCOME ATTRIBUTABLE TO ACCENTURE PLC	**$ 1,791,024**	**$ 1,500,276**
Weighted average Class A ordinary shares:		
Basic	632,280,932	634,271,482
Diluted	644,922,661	646,879,735
Earnings per Class A ordinary share:		
Basic	$ 2.83	$ 2.37
Diluted	$ 2.78	$ 2.32
Cash dividends per share	$ 0.97	$ 0.88

The accompanying Notes are an integral part of these Consolidated Financial Statements.

Consolidated Statements of Comprehensive Income
For the Three Months Ended November 30, 2021 and 2020
(Unaudited)

	2021	2020
NET INCOME	$ 1,819,730	$ 1,522,057
OTHER COMPREHENSIVE INCOME (LOSS), NET OF TAX:		
Foreign currency translation	(220,763)	67,312
Defined benefit plans	(12,961)	10,881
Cash flow hedges	(54,015)	4,393
Investments	—	49
OTHER COMPREHENSIVE INCOME (LOSS) ATTRIBUTABLE TO ACCENTURE PLC	**(287,739)**	**82,635**
Other comprehensive income (loss) attributable to noncontrolling interests	(5,672)	1,461
COMPREHENSIVE INCOME	**$ 1,526,319**	**$ 1,606,153**
COMPREHENSIVE INCOME ATTRIBUTABLE TO ACCENTURE PLC	**$ 1,503,285**	**$ 1,582,911**
Comprehensive income attributable to noncontrolling interests	23,034	23,242
COMPREHENSIVE INCOME	**$ 1,526,319**	**$ 1,606,153**

The accompanying Notes are an integral part of these Consolidated Financial Statements.

Consolidated Shareholders' Equity Statement
For the Three Months Ended November 30, 2021
(Unaudited)

	Ordinary Shares		Class A Ordinary Shares		Class X Ordinary Shares				Treasury Shares						
	$	No. Shares	$	No. Shares	$	No. Shares	Restricted Share Units	Additional Paid-in Capital	$	No. Shares	Retained Earnings	Accumulated Other Comprehensive Loss	Total Accenture plc Shareholders' Equity	Noncontrolling Interests	Total Shareholders' Equity
Balance as of August 31, 2021	$57	40	$15	656,591	$—	513	$1,750,784	$8,617,838	$(3,408,491)	(24,545)	$13,988,748	$ (1,419,497)	$ 19,529,454	$ 567,660	$ 20,097,114
Net income											1,791,024		1,791,024	28,706	1,819,730
Other comprehensive income (loss)												(287,739)	(287,739)	(5,672)	(293,411)
Purchases of Class A shares								824	(842,842)	(2,435)			(842,018)	(824)	(842,842)
Share-based compensation expense							317,552	48,139					365,691		365,691
Purchases/redemptions of Accenture Canada Holdings Inc. exchangeable shares and Class X shares						(5)		(2,524)					(2,524)		(2,524)
Issuances of Class A shares for employee share programs				1,742			(163,251)	430,539	171,708	693	(30,260)		408,736	394	409,130
Dividends							26,281				(638,824)		(612,543)	(665)	(613,208)
Other, net								3,118					3,118	(4,140)	(1,022)
Balance as of November 30, 2021	**$57**	**40**	**$15**	**658,333**	**$—**	**508**	**$1,931,366**	**$9,097,934**	**$(4,079,625)**	**(26,287)**	**$15,110,688**	**$ (1,707,236)**	**$ 20,353,199**	**$ 585,459**	**$ 20,938,658**

The accompanying Notes are an integral part of these Consolidated Financial Statements.

Consolidated Shareholders' Equity Statement — (continued)
For the Three Months Ended November 30, 2020
(Unaudited)

	Ordinary Shares		Class A Ordinary Shares		Class X Ordinary Shares				Treasury Shares						
	$	No. Shares	$	No. Shares	$	No. Shares	Restricted Share Units	Additional Paid-in Capital	$	No. Shares	Retained Earnings	Accumulated Other Comprehensive Loss	Total Accenture plc Shareholders' Equity	Noncontrolling Interests	Total Shareholders' Equity
Balance as of August 31, 2020	$57	40	$15	658,549	$—	528	$1,585,302	$7,167,227	$(2,565,761)	(24,423)	$12,375,533	$ (1,561,837)	$ 17,000,536	$ 498,637	$ 17,499,173
Net income											1,500,276		1,500,276	21,781	1,522,057
Other comprehensive income (loss)												82,635	82,635	1,461	84,096
Purchases of Class A shares								765	(768,395)	(3,341)			(767,630)	(765)	(768,395)
Share-based compensation expense							270,226	41,095					311,321		311,321
Purchases/redemptions of Accenture Canada Holdings Inc. exchangeable shares and Class X shares						(1)		(500)					(500)		(500)
Issuances of Class A shares for employee share programs				1,970			(153,073)	343,783	170,315	825	(22,462)		338,563	328	338,891
Dividends							19,226				(576,645)		(557,419)	(633)	(558,052)
Other, net								(1,281)					(1,281)	(1,094)	(2,375)
Balance as of November 30, 2020	**$57**	**40**	**$15**	**660,519**	**$—**	**527**	**$1,721,681**	**$7,551,089**	**$(3,163,841)**	**(26,939)**	**$13,276,702**	**$ (1,479,202)**	**$ 17,906,501**	**$ 519,715**	**$ 18,426,216**

The accompanying Notes are an integral part of these Consolidated Financial Statements.

Consolidated Cash Flows Statements
For the Three Months Ended November 30, 2021 and 2020
(Unaudited)

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 1,819,730	$ 1,522,057
Adjustments to reconcile Net income to Net cash provided by (used in) operating activities —		
Depreciation, amortization and other	500,865	468,200
Share-based compensation expense	365,691	311,321
Deferred tax expense (benefit)	(30,191)	(19,096)
Other, net	(70,482)	(103,806)
Change in assets and liabilities, net of acquisitions —		
Receivables and contract assets, current and non-current	(1,354,195)	(594,475)
Other current and non-current assets	(220,522)	(18,129)
Accounts payable	(58,561)	148,495
Deferred revenues, current and non-current	(150,685)	(151,356)
Accrued payroll and related benefits	(276,965)	48,385
Income taxes payable, current and non-current	188,972	34,755
Other current and non-current liabilities	(182,786)	(43,506)
Net cash provided by (used in) operating activities	**530,871**	**1,602,845**
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(181,671)	(93,115)
Purchases of businesses and investments, net of cash acquired	(1,735,028)	(503,843)
Proceeds from sales of businesses and investments	87	149,002
Other investing, net	4,031	1,549
Net cash provided by (used in) investing activities	**(1,912,581)**	**(446,407)**
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from issuance of shares	409,130	338,891
Purchases of shares	(845,366)	(768,895)
Proceeds from (repayments of) long-term debt, net	(3,448)	(82)
Cash dividends paid	(613,208)	(558,052)
Other, net	(16,568)	(11,313)
Net cash provided by (used in) financing activities	**(1,069,460)**	**(999,451)**
Effect of exchange rate changes on cash and cash equivalents	(79,887)	21,686
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	**(2,531,057)**	**178,673**
CASH AND CASH EQUIVALENTS, beginning of period	8,168,174	8,415,330
CASH AND CASH EQUIVALENTS, end of period	**$ 5,637,117**	**$ 8,594,003**
SUPPLEMENTAL CASH FLOW INFORMATION:		
Income taxes paid, net	$ 387,161	$ 344,628

The accompanying Notes are an integral part of these Consolidated Financial Statements.

1. Basis of Presentation

The accompanying unaudited interim Consolidated Financial Statements of Accenture plc and its controlled subsidiary companies have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC") for quarterly reports on Form 10-Q and do not include all of the information and note disclosures required by U.S. generally accepted accounting principles ("U.S. GAAP") for complete financial statements. We use the terms "Accenture," "we" and "our" in the Notes to Consolidated Financial Statements to refer to Accenture plc and its subsidiaries. These Consolidated Financial Statements should therefore be read in conjunction with the Consolidated Financial Statements and Notes thereto for the fiscal year ended August 31, 2021 included in our Annual Report on Form 10-K filed with the SEC on October 15, 2021.

The accompanying unaudited interim Consolidated Financial Statements have been prepared in accordance with U.S. GAAP, which requires management to make estimates and assumptions that affect amounts reported in the Consolidated Financial Statements and accompanying disclosures. Although these estimates are based on management's best knowledge of current events and actions that we may undertake in the future, actual results may differ from those estimates. The Consolidated Financial Statements reflect all adjustments of a normal, recurring nature that are, in the opinion of management, necessary for a fair presentation of results for these interim periods. The results of operations for the three months ended November 30, 2021 are not necessarily indicative of the results that may be expected for the fiscal year ending August 31, 2022.

Allowance for Credit Losses - Client Receivables and Contract Assets

As of November 30, 2021 and August 31, 2021, the total allowance for credit losses recorded for client receivables and contract assets was $32,521 and $32,206, respectively. The change in the allowance is primarily due to immaterial write-offs and changes in gross client receivables and contract assets.

Investments

All available-for-sale securities and liquid investments with an original maturity greater than three months but less than one year are considered to be Short-term investments. Non-current investments consist of equity securities in publicly-traded and privately-held companies and are accounted for using either the equity or fair value measurement alternative method of accounting (for investments without readily determinable fair values).

Our non-current investments are as follows:

	November 30, 2021	August 31, 2021
Equity method investments	$ 177,119	$ 184,157
Investments without readily determinable fair values	148,595	145,369
Total non-current investments	**$ 325,714**	**$ 329,526**

For investments in which we can exercise significant influence but do not control, we use the equity method of accounting. Equity method investments are initially recorded at cost and our proportionate share of gains and losses of the investee are included as a component of Other income (expense), net. Our equity method investments consist primarily of an investment in Duck Creek Technologies. As of November 30, 2021, the carrying amount of our investment was $156,574, and the estimated fair value of our approximately 16% ownership was $524,113. We account for the investment under the equity method because we have the ability to influence operations through the combination of our voting power and through other factors, such as representation on the board and our business relationship.

Depreciation and Amortization

As of November 30, 2021 and August 31, 2021, total accumulated depreciation was $2,466,716 and $2,412,449, respectively. See table below for summary of depreciation on fixed assets, deferred transition amortization, intangible assets amortization and operating lease cost for the three months ended November 30, 2021 and 2020, respectively.

	Three Months Ended	
	November 30, 2021	November 30, 2020 (1)
Depreciation	$ 138,793	$ 133,918
Amortization - Deferred transition	67,206	81,356
Amortization - Intangible assets	102,542	67,207
Operating lease cost	190,242	184,372
Other	2,082	1,347
Total depreciation, amortization and other	**$ 500,865**	**$ 468,200**

(1) Prior period amounts have been reclassified to conform with the current period presentation.

Recently Adopted Accounting Pronouncements

Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") No. 2021-08 ("Topic 805")

On September 1, 2021, we early adopted FASB ASU No. 2021-08, Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers, which requires an acquirer to recognize and measure contract assets and liabilities acquired in a business combination in accordance with Revenue from Contracts with Customers (Topic 606) rather than adjust them to fair value at the acquisition date. The adoption did not have a material impact on our Consolidated Financial Statements.

2. Revenues

Disaggregation of Revenue

See Note 11 (Segment Reporting) to these Consolidated Financial Statements for our disaggregated revenues.

Remaining Performance Obligations

We had remaining performance obligations of approximately $23 billion as of November 30, 2021 and August 31, 2021. Our remaining performance obligations represent the amount of transaction price for which work has not been performed and revenue has not been recognized. The majority of our contracts are terminable by the client on short notice with little or no termination penalties, and some without notice. Under Topic 606, only the non-cancelable portion of these contracts is included in our performance obligations. Additionally, our performance obligations only include variable consideration if we assess it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty is resolved. Based on the terms of our contracts, a significant portion of what we consider contract bookings is not included in our remaining performance obligations. We expect to recognize approximately 65% of our remaining performance obligations as of November 30, 2021 as revenue in fiscal 2022, an additional 19% in fiscal 2023, and the balance thereafter.

Contract Estimates

Adjustments in contract estimates related to performance obligations satisfied or partially satisfied in prior periods were immaterial for the three months ended November 30, 2021 and 2020, respectively.

Contract Balances

Deferred transition revenues were $701,629 and $700,080 as of November 30, 2021 and August 31, 2021, respectively, and are included in Non-current deferred revenues. Costs related to these activities are also deferred and are expensed as the services are provided. Deferred transition costs were $751,939 and $731,445 as of November 30, 2021 and August 31, 2021, respectively, and are included in Deferred contract costs. Generally, deferred amounts are protected in the event of early termination of the contract and are monitored regularly for impairment. Impairment losses are recorded when projected remaining undiscounted operating cash flows of the related contract are not sufficient to recover the carrying amount of contract assets.

The following table provides information about the balances of our Receivables and Contract assets, net of allowance, and Contract liabilities (Deferred revenues):

	As of November 30, 2021	As of August 31, 2021
Receivables	$ 10,032,721	$ 8,796,992
Contract assets (current)	1,087,680	931,220
Receivables and contract assets, net of allowance (current)	**11,120,401**	**9,728,212**
Contract assets (non-current)	41,612	38,334
Deferred revenues (current)	4,006,078	4,229,177
Deferred revenues (non-current)	701,629	700,080

Changes in the contract asset and liability balances during the three months ended November 30, 2021, were a result of normal business activity and not materially impacted by any other factors.

Revenues recognized during the three months ended November 30, 2021 that were included in Deferred revenues as of August 31, 2021 were $2.5 billion. Revenues recognized during the three months ended November 30, 2020 that were included in Deferred revenues as of August 31, 2020 were $2.0 billion.

3. Earnings Per Share

Basic and diluted earnings per share are calculated as follows:

	Three Months Ended	
	November 30, 2021	November 30, 2020
Basic earnings per share		
Net income attributable to Accenture plc	$ 1,791,024	$ 1,500,276
Basic weighted average Class A ordinary shares	632,280,932	634,271,482
Basic earnings per share	**$ 2.83**	**$ 2.37**
Diluted earnings per share		
Net income attributable to Accenture plc	$ 1,791,024	$ 1,500,276
Net income attributable to noncontrolling interests in Accenture Canada Holdings Inc. (1)	1,934	1,700
Net income for diluted earnings per share calculation	**$ 1,792,958**	**$ 1,501,976**
Basic weighted average Class A ordinary shares	632,280,932	634,271,482
Class A ordinary shares issuable upon redemption/exchange of noncontrolling interests (1)	682,916	718,767
Diluted effect of employee compensation related to Class A ordinary shares	11,727,163	11,633,343
Diluted effect of share purchase plans related to Class A ordinary shares	231,650	256,143
Diluted weighted average Class A ordinary shares	**644,922,661**	**646,879,735**
Diluted earnings per share	**$ 2.78**	**$ 2.32**

(1) Diluted earnings per share assumes the exchange of all Accenture Canada Holdings Inc. exchangeable shares for Accenture plc Class A ordinary shares on a one-for-one basis. The income effect does not take into account “Net income attributable to noncontrolling interests - other,” since those shares are not redeemable or exchangeable for Accenture plc Class A ordinary shares.

4. Accumulated Other Comprehensive Loss

The following table summarizes the changes in the accumulated balances for each component of accumulated other comprehensive loss attributable to Accenture plc:

	Three Months Ended	
	November 30, 2021	November 30, 2020
Foreign currency translation		
Beginning balance	$ (975,064)	$ (1,010,279)
Foreign currency translation	(227,093)	67,443
Income tax benefit (expense)	730	1,313
Portion attributable to noncontrolling interests	5,600	(1,444)
Foreign currency translation, net of tax	**(220,763)**	**67,312**
Ending balance	**(1,195,827)**	**(942,967)**
Defined benefit plans		
Beginning balance	(559,958)	(615,223)
Reclassifications into net periodic pension and post-retirement expense	(17,548)	13,595
Income tax benefit (expense)	4,573	(2,702)
Portion attributable to noncontrolling interests	14	(12)
Defined benefit plans, net of tax	**(12,961)**	**10,881**
Ending balance	**(572,919)**	**(604,342)**
Cash flow hedges		
Beginning balance	115,525	63,714
Unrealized gain (loss)	(33,108)	25,364
Reclassification adjustments into Cost of services	(27,734)	(20,895)
Income tax benefit (expense)	6,769	(71)
Portion attributable to noncontrolling interests	58	(5)
Cash flow hedges, net of tax	**(54,015)**	**4,393**
Ending balance (1)	**61,510**	**68,107**
Investments		
Beginning balance	—	(49)
Unrealized gain (loss)	—	49
Investments, net of tax	**—**	**49**
Ending balance	**—**	**—**
Accumulated other comprehensive loss	**$ (1,707,236)**	**$ (1,479,202)**

(1) As of November 30, 2021, $68,742 of net unrealized gains related to derivatives designated as cash flow hedges is expected to be reclassified into Cost of services in the next twelve months.

5. Business Combinations

During the three months ended November 30, 2021, we completed individually immaterial acquisitions for total consideration of $1,751,636, net of cash acquired. The pro forma effects of these acquisitions on our operations were not material.

6. Goodwill and Intangible Assets

Goodwill

The changes in the carrying amount of goodwill by reportable operating segment are as follows:

	August 31, 2021	Additions/ Adjustments	Foreign Currency Translation	November 30, 2021
North America	$ 6,618,198	$ 352,336	$ (2,148)	$ 6,968,386
Europe	3,329,746	938,313	(147,409)	4,120,650
Growth Markets	1,177,917	153,567	(24,616)	1,306,868
Total	**$ 11,125,861**	**$ 1,444,216**	**$ (174,173)**	**$ 12,395,904**

Goodwill includes immaterial adjustments related to prior period acquisitions.

Intangible Assets

Our definite-lived intangible assets by major asset class are as follows:

	August 31, 2021			November 30, 2021		
Intangible Asset Class	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Customer-related	$ 2,068,156	$ (654,460)	$ 1,413,696	$ 2,312,672	$ (671,490)	$ 1,641,182
Technology	250,481	(54,391)	196,090	265,686	(64,069)	201,617
Patents	126,202	(66,650)	59,552	125,629	(65,825)	59,804
Other	70,407	(28,807)	41,600	75,851	(33,006)	42,845
Total	**$ 2,515,246**	**$ (804,308)**	**$ 1,710,938**	**$ 2,779,838**	**$ (834,390)**	**$ 1,945,448**

Total amortization related to our intangible assets was $102,542 and $67,207 for the three months ended November 30, 2021 and 2020, respectively. Estimated future amortization related to intangible assets held as of November 30, 2021 is as follows:

Fiscal Year	Estimated Amortization
Remainder of 2022	$ 327,351
2023	331,705
2024	300,775
2025	277,514
2026	231,903
Thereafter	476,200
Total	**$ 1,945,448**

7. Shareholders' Equity

Dividends

Our dividend activity during the three months ended November 30, 2021 is as follows:

Dividend Payment Date	Dividend Per Share	Accenture plc Class A Ordinary Shares		Accenture Canada Holdings Inc. Exchangeable Shares		Total Cash Outlay
		Record Date	Cash Outlay	Record Date	Cash Outlay	
November 15, 2021	$ 0.97	October 14, 2021	$ 612,543	October 12, 2021	$ 665	$ 613,208

The payment of cash dividends includes the net effect of $26,281 of additional restricted stock units being issued as a part of our share plans, which resulted in 66,486 restricted share units being issued.

Subsequent Event

On December 15, 2021, the Board of Directors of Accenture plc declared a quarterly cash dividend of $0.97 per share on our Class A ordinary shares for shareholders of record at the close of business on January 13, 2022 payable on February 15, 2022.

8. Financial Instruments

Derivatives

In the normal course of business, we use derivative financial instruments to manage foreign currency exchange rate risk. Our derivative financial instruments consist of deliverable and non-deliverable foreign currency forward contracts.

Cash Flow Hedges

For a cash flow hedge, the effective portion of the change in estimated fair value of a hedging instrument is recorded in Accumulated other comprehensive loss as a separate component of Shareholders' Equity and is reclassified into Cost of services in the Consolidated Income Statements during the period in which the hedged transaction is recognized. For information related to derivatives designated as cash flow hedges that were reclassified into Cost of services during the three months ended November 30, 2021 and 2020, as well as those expected to be reclassified into Cost of services in the next 12 months, see Note 4 (Accumulated Other Comprehensive Loss) to these Consolidated Financial Statements.

Other Derivatives

Realized gains or losses and changes in the estimated fair value of foreign currency forward contracts that have not been designated as hedges were net losses of $23,479 and net gains of $28,324 for the three months ended November 30, 2021 and 2020, respectively. Gains and losses on these contracts are recorded in Other income (expense), net in the Consolidated Income Statements and are offset by gains and losses on the related hedged items.

Fair Value of Derivative Instruments

The notional and fair values of all derivative instruments are as follows:

	November 30, 2021	August 31, 2021
Assets		
Cash Flow Hedges		
Other current assets	$ 76,213	$ 109,416
Other non-current assets	44,558	70,250
Other Derivatives		
Other current assets	20,587	32,322
Total assets	**$ 141,358**	**$ 211,988**
Liabilities		
Cash Flow Hedges		
Other accrued liabilities	$ 7,471	$ 5,867
Other non-current liabilities	10,160	8,585
Other Derivatives		
Other accrued liabilities	18,763	3,614
Total liabilities	**$ 36,394**	**$ 18,066**
Total fair value	**$ 104,964**	**$ 193,922**
Total notional value	**$ 9,618,821**	**$ 10,045,903**

We utilize standard counterparty master agreements containing provisions for the netting of certain foreign currency transaction obligations and for the set-off of certain obligations in the event of an insolvency of one of the parties to the transaction. In the Consolidated Balance Sheets, we record derivative assets and liabilities at gross fair value. The potential effect of netting derivative assets against liabilities under the counterparty master agreements is as follows:

	November 30, 2021	August 31, 2021
Net derivative assets	$ 109,900	$ 193,936
Net derivative liabilities	4,936	14
Total fair value	**$ 104,964**	**$ 193,922**

9. Income Taxes

We apply an estimated annual effective tax rate to our year-to-date operating results to determine the interim provision for income tax expense. In addition, we recognize taxes related to unusual or infrequent items or resulting from a change in judgment regarding a position taken in a prior year as discrete items in the interim period in which the event occurs.

Our effective tax rates for the three months ended November 30, 2021 and 2020 were 24.4% and 23.4%, respectively. Absent the $119,700 gain on our investment in Duck Creek Technologies and related $22,906 in tax expense, our effective tax rate for the three months ended November 30, 2020 would have been 23.7%. The effective tax rate for the three months ended November 30, 2021 was higher primarily due to tax expense from adjustments to prior year tax liabilities, partially offset by changes in the geographic distribution of earnings and higher tax benefits from share-based payments.

10. Commitments and Contingencies

Indemnifications and Guarantees

In the normal course of business and in conjunction with certain client engagements, we have entered into contractual arrangements through which we may be obligated to indemnify clients with respect to certain matters.

As of November 30, 2021 and August 31, 2021, our aggregate potential liability to our clients for expressly limited guarantees involving the performance of third parties was approximately $867,000 and $885,000, respectively, of which all but approximately $76,000 and $78,000, respectively, may be recovered from the other third parties if we are obligated to make payments to the indemnified parties as a consequence of a performance default by the other third parties. For arrangements with unspecified limitations, we cannot reasonably estimate the aggregate maximum potential liability, as it is inherently difficult to predict the maximum potential amount of such payments, due to the conditional nature and unique facts of each particular arrangement.

To date, we have not been required to make any significant payment under any of the arrangements described above. We have assessed the current status of performance/payment risk related to arrangements with limited guarantees, warranty obligations, unspecified limitations and/or indemnification provisions and believe that any potential payments would be immaterial to the Consolidated Financial Statements, as a whole.

Legal Contingencies

As of November 30, 2021, we or our present personnel had been named as a defendant in various litigation matters. We and/or our personnel also from time to time are involved in investigations by various regulatory or legal authorities concerning matters arising in the course of our business around the world. Based on the present status of these matters, management believes the range of reasonably possible losses in addition to amounts accrued, net of insurance recoveries, will not have a material effect on our results of operations or financial condition.

On July 24, 2019, Accenture was named in a putative class action lawsuit filed by consumers of Marriott International, Inc. (“Marriott”) in the U.S. District Court for the District of Maryland. The complaint alleges negligence by us, and seeks monetary damages, costs and attorneys’ fees and other related relief, relating to a data security incident involving unauthorized access to the reservations database of Starwood Worldwide Resorts, Inc. (“Starwood”), which was acquired by Marriott on September 23, 2016. Since 2009, we have provided certain IT infrastructure outsourcing services to Starwood. On October 27, 2020, the court issued an order largely denying Accenture’s motion to dismiss the claims against us. We continue to believe the lawsuit is without merit and we will vigorously defend it. At present, we do not believe any losses from this matter will have a material effect on our results of operations or financial condition.

11. Segment Reporting

Our reportable segments are our three geographic markets, which are North America, Europe and Growth Markets. Information regarding reportable segments, industry groups and type of work is as follows:

	Revenues	
	Three Months Ended	
	November 30, 2021	November 30, 2020
GEOGRAPHIC MARKETS		
North America	$ 6,907,215	$ 5,480,963
Europe	5,100,068	3,967,408
Growth Markets	2,957,870	2,313,814
Total Revenues	**$ 14,965,153**	**$ 11,762,185**
INDUSTRY GROUPS		
Communications, Media & Technology	$ 3,083,605	$ 2,333,645
Financial Services	2,917,720	2,346,291
Health & Public Service	2,730,034	2,211,889
Products	4,281,587	3,206,125
Resources	1,952,207	1,664,235
Total Revenues	**$ 14,965,153**	**$ 11,762,185**
TYPE OF WORK		
Consulting	$ 8,392,409	$ 6,332,572
Outsourcing	6,572,744	5,429,613
Total Revenues	**$ 14,965,153**	**$ 11,762,185**

	Operating Income	
	Three Months Ended	
	November 30, 2021	November 30, 2020
GEOGRAPHIC MARKETS		
North America	$ 1,244,417	$ 888,809
Europe	744,856	629,430
Growth Markets	445,021	372,430
Total Operating Income	**$ 2,434,294**	**$ 1,890,669**

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

The following discussion and analysis should be read in conjunction with our Consolidated Financial Statements and related Notes included elsewhere in this Quarterly Report on Form 10-Q and in our Annual Report on Form 10-K for the year ended August 31, 2021, and with the information under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the year ended August 31, 2021.

We use the terms "Accenture," "we," "our" and "us" in this report to refer to Accenture plc and its subsidiaries. All references to years, unless otherwise noted, refer to our fiscal year, which ends on August 31. For example, a reference to "fiscal 2022" means the 12-month period that will end on August 31, 2022. All references to quarters, unless otherwise noted, refer to the quarters of our fiscal year.

We use the term "in local currency" so that certain financial results may be viewed without the impact of foreign currency exchange rate fluctuations, thereby facilitating period-to-period comparisons of business performance. Financial results "in local currency" are calculated by restating current period activity into U.S. dollars using the comparable prior year period's foreign currency exchange rates. This approach is used for all results where the functional currency is not the U.S. dollar.

Disclosure Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 (the "Exchange Act") relating to our operations, results of operations and other matters that are based on our current expectations, estimates, assumptions and projections. Words such as "may," "will," "should," "likely," "anticipates," "expects," "intends," "plans," "projects," "believes," "estimates," "positioned," "outlook" and similar expressions are used to identify these forward-looking statements. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Forward-looking statements are based upon assumptions as to future events that may not prove to be accurate. Actual outcomes and results may differ materially from what is expressed or forecast in these forward-looking statements. Risks, uncertainties and other factors that might cause such differences, some of which could be material, include but are not limited to:

Business Risks

- The COVID-19 pandemic has impacted our business and operations, and the extent to which it will continue to do so and its impact on our future financial results are uncertain.
- Our results of operations have been, and may in the future be, adversely affected by volatile, negative or uncertain economic and political conditions and the effects of these conditions on our clients' businesses and levels of business activity.
- Our business depends on generating and maintaining ongoing, profitable client demand for our services and solutions, including through the adaptation and expansion of our services and solutions in response to ongoing changes in technology and offerings, and a significant reduction in such demand or an inability to respond to the evolving technological environment could materially affect our results of operations.
- If we are unable to match people and skills with client demand around the world and attract and retain professionals with strong leadership skills, our business, the utilization rate of our professionals and our results of operations may be materially adversely affected.
- We face legal, reputational and financial risks from any failure to protect client and/or Accenture data from security incidents or cyberattacks.
- The markets in which we operate are highly competitive, and we might not be able to compete effectively.
- Our ability to attract and retain business and employees may depend on our reputation in the marketplace.
- If we do not successfully manage and develop our relationships with key alliance partners or if we fail to anticipate and establish new alliances in new technologies, our results of operations could be adversely affected.

Financial Risks

- Our profitability could materially suffer if we are unable to obtain favorable pricing for our services and solutions, if we are unable to remain competitive, if our cost-management strategies are unsuccessful or if we experience delivery inefficiencies or fail to satisfy certain agreed-upon targets or specific service levels.
- Changes in our level of taxes, as well as audits, investigations and tax proceedings, or changes in tax laws or in their interpretation or enforcement, could have a material adverse effect on our effective tax rate, results of operations, cash flows and financial condition.
- Our results of operations could be materially adversely affected by fluctuations in foreign currency exchange rates.
- Changes to accounting standards or in the estimates and assumptions we make in connection with the preparation of our consolidated financial statements could adversely affect our financial results.
- We might be unable to access additional capital on favorable terms or at all. If we raise equity capital, it may dilute our shareholders' ownership interest in us.

Operational Risks

- As a result of our geographically diverse operations and our growth strategy to continue to expand in our key markets around the world, we are more susceptible to certain risks.
- If we are unable to manage the organizational challenges associated with our size, we might be unable to achieve our business objectives.
- We might not be successful at acquiring, investing in or integrating businesses, entering into joint ventures or divesting businesses.

Legal and Regulatory Risks

- Our business could be materially adversely affected if we incur legal liability.
- Our global operations expose us to numerous and sometimes conflicting legal and regulatory requirements, and violation of these regulations could harm our business.
- Our work with government clients exposes us to additional risks inherent in the government contracting environment.
- If we are unable to protect or enforce our intellectual property rights, or if our services or solutions infringe upon the intellectual property rights of others or we lose our ability to utilize the intellectual property of others, our business could be adversely affected.
- Our results of operations and share price could be adversely affected if we are unable to maintain effective internal controls.
- We are incorporated in Ireland and Irish law differs from the laws in effect in the United States and might afford less protection to our shareholders. We may also be subject to criticism and negative publicity related to our incorporation in Ireland.

For a more detailed discussion of these factors, see the information under the heading "Risk Factors" in our Annual Report on Form 10-K for the year ended August 31, 2021. Our forward-looking statements speak only as of the date of this report or as of the date they are made, and we undertake no obligation to update any forward-looking statements.

Overview

Accenture plc is a leading global professional services company, providing a broad range of services in strategy and consulting, interactive, technology and operations. We serve clients in three geographic markets: North America, Europe and Growth Markets (Asia Pacific, Latin America, Africa and the Middle East). We help our clients build their digital core, transform their operations, and accelerate revenue growth—creating tangible value across their enterprises at speed and scale.

We saw very strong demand across our business in the first quarter of fiscal 2022 as our clients continue their digital transformations. Highlights from the first quarter of fiscal 2022 compared to the first quarter of fiscal 2021 included:

- **Revenues of $15.0 billion,** representing 27% growth in both U.S. dollars and local currency;
- **New bookings of $16.8 billion,** an increase of 30% in both U.S. dollars and local currency;
- **Operating margin of 16.3%,** a 20 basis point expansion; and
- **Cash returned to shareholders of $1.5 billion,** including share purchases of $845 million and dividends of $613 million.

Revenues for the first quarter of fiscal 2022 increased 27% in both U.S. dollars and local currency compared to the first quarter of fiscal 2021. During the first quarter of fiscal 2022, revenue growth in local currency was very strong across all geographic markets, industry groups and types of work. The business environment remained competitive. In many areas, our pricing, which we define as the contract profitability or margin on the work that we sell, improved.

In our consulting business, revenues for the first quarter of fiscal 2022 increased 33% in U.S. dollars and 32% in local currency compared to the first quarter of fiscal 2021. Consulting revenue in local currency for the first quarter of fiscal 2022 was driven by very strong growth in Growth Markets, Europe and North America. Our consulting revenue continues to be driven by helping our clients accelerate their digital transformation, including moving to the cloud, embedding security across the enterprise and adopting new technologies. In addition, clients continue to be focused on initiatives designed to deliver cost savings and operational efficiency, as well as projects to accelerate growth and improve customer experiences.

In our outsourcing business, revenues for the first quarter of fiscal 2022 increased 21% in both U.S. dollars and local currency compared to the first quarter of fiscal 2021. Outsourcing revenue in local currency for the first quarter of fiscal 2022 was driven by very strong growth in North America, Growth Markets and Europe. We continue to experience growing demand to assist clients with application modernization and maintenance, cloud enablement and managed security services. In addition, clients continue to be focused on transforming their operations through data and analytics, automation and artificial intelligence to drive productivity and operational cost savings.

As we are a global company, our revenues are denominated in multiple currencies and may be significantly affected by currency exchange rate fluctuations. The majority of our revenues are denominated in currencies other than the U.S. dollar, including the Euro, Japanese yen and U.K. pound. There continues to be volatility in foreign currency exchange rates. Unfavorable fluctuations in foreign currency exchange rates have had and could in the future have a material effect on our financial results. If the U.S. dollar weakens against other currencies, resulting in favorable currency translation, our revenues, revenue growth and results of operations in U.S. dollars may be higher. If the U.S. dollar strengthens against other currencies, resulting in unfavorable currency translation, our revenues, revenue growth and results of operations in U.S. dollars may be lower. The U.S. dollar weakened against various currencies during the first quarter of fiscal 2022 compared to the first quarter of fiscal 2021, resulting in minimal currency translation impact. Assuming that exchange rates stay within recent ranges for the remainder of fiscal 2022, we estimate that our full fiscal 2022 revenue growth in U.S. dollars will be approximately 3% lower than our revenue growth in local currency.

The primary categories of operating expenses include Cost of services, Sales and marketing and General and administrative costs. Cost of services is primarily driven by the cost of client-service personnel, which consists mainly of compensation, subcontractor and other personnel costs, and non-payroll costs on outsourcing contracts. Cost of services includes a variety of activities such as: contract delivery; recruiting and training; software development; and integration of acquisitions. Sales and marketing costs are driven primarily by: compensation costs for business development activities; marketing- and advertising-related activities; and certain acquisition-related costs. General and administrative costs primarily include costs for non-client-facing personnel, information systems, office space and certain acquisition-related costs.

Utilization for the first quarter of fiscal 2022 was 92%, down from 93% in the first quarter of fiscal 2021. We hire to meet current and projected future demand. We proactively plan and manage the size and composition of our workforce and take actions as needed to address changes in the anticipated demand for our services and solutions, given that compensation costs are the most significant portion of our operating expenses. Our workforce, the majority of which serves our clients, increased to approximately 674,000 as of November 30, 2021, compared to approximately 514,000 as of November 30, 2020. The year-over-year increase in our workforce reflects an overall increase in demand for our services and solutions, as well as people added in connection with acquisitions. Annualized attrition, excluding involuntary terminations, for the first quarter of fiscal 2022 was 17%, compared to 9% in the first quarter of fiscal 2021. We evaluate voluntary attrition, adjust levels of new hiring and use involuntary

terminations as a means to match people and skills with client demand. In addition, we adjust compensation in order to attract and retain appropriate numbers of qualified employees. For the majority of our personnel, compensation increases become effective December 1st of each fiscal year. We strive to adjust pricing and/or the mix of people to reduce the impact of compensation increases on our margin. During fiscal 2021, we adjusted compensation in line with the increasing market relevant pay around the world. In addition, due to strong demand for our services in the first quarter, we are hiring significantly more people at a time when compensation is increasing, as compared to prior years. We are increasing our pricing and changing the mix of people to reduce the impact of these compensation increases on our margin; however, the impact of the pricing improvements is lagging the impact of these compensation increases. Our ability to grow our revenues and maintain or increase our margin could be adversely affected if we are unable to: match people and skills with the types or amounts of services and solutions clients are demanding; recover increases in compensation; deploy our employees globally on a timely basis; manage attrition; and/or effectively assimilate and utilize new employees.

Gross margin (Revenues less Cost of services as a percentage of Revenues) for the first quarter of fiscal 2022 was 32.9%, compared with 33.1% for the first quarter of fiscal 2021. The decrease in gross margin for the first quarter of fiscal 2022 was due to higher labor, including increased usage of subcontractors, and higher acquisition-related costs, partially offset by a decrease in non-payroll costs compared to the same period in fiscal 2021.

Sales and marketing and General and administrative costs as a percentage of revenues was 16.6% for the first quarter of fiscal 2022, compared with 17.1% for the first quarter of fiscal 2021. For the first quarter of fiscal 2022, compared to the same period in fiscal 2021, Sales and marketing costs decreased 70 basis points due to lower business development costs as a percentage of revenues and General and administrative costs increased 30 basis points due to higher non-payroll costs as a percentage of revenues.

Operating margin (Operating income as a percentage of revenues) for the first quarter of fiscal 2022 was 16.3%, compared with 16.1% for the first quarter of fiscal 2021.

During the first quarter of fiscal 2021, we recorded gains of $120 million and tax expense of $23 million related to our investment in Duck Creek Technologies. For additional information, see Note 1 (Basis of Presentation) to our Consolidated Financial Statements under Item 1, “Financial Statements.”

The effective tax rates for the first quarter of fiscal 2022 and 2021 were 24.4% and 23.4%, respectively. Absent the investment gains and related tax expense, our effective tax rate for the first quarter of fiscal 2021 would have been 23.7%.

Diluted earnings per share were $2.78 for the first quarter of fiscal 2022, compared with $2.32 for the first quarter of fiscal 2021. The $97 million investment gains, net of taxes, increased diluted earnings per share by $0.15 during the first quarter of fiscal 2021. Excluding the impact of these gains, diluted earnings per share would have been $2.17 for the first quarter of fiscal 2021.

We have presented our effective tax rate and diluted earnings per share for the first quarter of fiscal 2021, excluding the impact of the investment gains, as we believe doing so facilitates understanding as to the impact of these items and our performance in comparison to the prior period.

New Bookings

New bookings for the first quarter of fiscal 2022 were $16.8 billion, with consulting bookings of $9.4 billion and outsourcing bookings of $7.4 billion. New bookings for the first quarter of fiscal 2021 were $12.9 billion, with consulting bookings of $6.6 billion and outsourcing bookings of $6.3 billion.

Results of Operations for the Three Months Ended November 30, 2021 Compared to the Three Months Ended November 30, 2020

Revenues by geographic market, industry group and type of work are as follows:

(in millions of U.S. dollars)	Three Months Ended November 30, 2021	Three Months Ended November 30, 2020	Percent Increase (Decrease) U.S. Dollars	Percent Increase (Decrease) Local Currency	Percent of Revenues for the Three Months Ended November 30, 2021	Percent of Revenues for the Three Months Ended November 30, 2020
GEOGRAPHIC MARKETS						
North America	$ 6,907	$ 5,481	26 %	26 %	46 %	47 %
Europe	5,100	3,967	29	28	34	34
Growth Markets	2,958	2,314	28	30	20	20
Total	**$ 14,965**	**$ 11,762**	**27 %**	**27 %**	**100 %**	**100 %**
INDUSTRY GROUPS						
Communications, Media & Technology	$ 3,084	$ 2,334	32 %	32 %	21 %	20 %
Financial Services	2,918	2,346	24	24	19	20
Health & Public Service	2,730	2,212	23	23	18	19
Products	4,282	3,206	34	34	29	27
Resources	1,952	1,664	17	17	13	14
Total	**$ 14,965**	**$ 11,762**	**27 %**	**27 %**	**100 %**	**100 %**
TYPE OF WORK						
Consulting	$ 8,392	$ 6,333	33 %	32 %	56 %	54 %
Outsourcing	6,573	5,430	21	21	44	46
Total	**$ 14,965**	**$ 11,762**	**27 %**	**27 %**	**100 %**	**100 %**

Amounts in table may not total due to rounding.

Revenues

The following revenues commentary discusses local currency revenue changes for the first quarter of fiscal 2022 compared to the first quarter of fiscal 2021:

Geographic Markets

- North America revenues increased 26% in local currency, led by growth in Public Service, Software & Platforms and Consumer Goods, Retail & Travel Services. Revenue growth was driven by the United States.
- Europe revenues increased 28% in local currency, led by growth in Consumer Goods, Retail & Travel Services, Industrial and Banking & Capital Markets. Revenue growth was driven by Germany, the United Kingdom, France and Italy.
- Growth Markets revenues increased 30% in local currency, led by growth in Consumer Goods, Retail & Travel Services, Banking & Capital Markets and Public Service. Revenue growth was driven by Japan and Australia.

Operating Expenses

Operating expenses for the first quarter of fiscal 2022 increased $2,659 million, or 27%, over the first quarter of fiscal 2021, and decreased as a percentage of revenues to 83.7% from 83.9% during this period.

Operating expenses by category are as follows:

(in millions of U.S. dollars)	Three Months Ended November 30, 2021		Three Months Ended November 30, 2020		Increase (Decrease)
Operating Expenses	**$ 12,531**	**83.7 %**	**$ 9,872**	**83.9 %**	**$ 2,659**
Cost of services	10,048	67.1	7,864	66.9	2,184
Sales and marketing	1,454	9.7	1,227	10.4	227
General and administrative costs	1,028	6.9	780	6.6	248

Amounts in table may not total due to rounding.

Cost of Services

Cost of services for the first quarter of fiscal 2022 increased $2,184 million, or 28%, over the first quarter of fiscal 2021, and increased as a percentage of revenues to 67.1% from 66.9% during this period. Gross margin for the first quarter of fiscal 2022 decreased to 32.9% from 33.1% during the first quarter of fiscal 2021. The decrease in gross margin was due to higher labor, including increased usage of subcontractors, and higher acquisition-related costs, partially offset by a decrease in non-payroll costs as a percentage of revenues compared to the same period in fiscal 2021.

Sales and Marketing

Sales and marketing expense for the first quarter of fiscal 2022 increased $227 million, or 19%, over the first quarter of fiscal 2021, and decreased as a percentage of revenues to 9.7% from 10.4% during this period. The decrease was primarily due to lower business development costs as a percentage of revenues compared to the same period in fiscal 2021.

General and Administrative Costs

General and administrative costs for the first quarter of fiscal 2022 increased $248 million, or 32%, over the first quarter of fiscal 2021, and increased as a percentage of revenues to 6.9% from 6.6% during this period. The increase was primarily due to higher non-payroll costs as a percentage of revenues compared to the same period in fiscal 2021.

Operating Income and Operating Margin

Operating income for the first quarter of fiscal 2022 increased $544 million, or 29%, over the first quarter of fiscal 2021. Operating margin for the first quarter of fiscal 2022 was 16.3%, compared with 16.1% for the first quarter of fiscal 2021.

Operating income and operating margin for each of the geographic markets are as follows:

	Three Months Ended				
	November 30, 2021		November 30, 2020		
(in millions of U.S. dollars)	Operating Income	Operating Margin	Operating Income	Operating Margin	Increase (Decrease)
North America	$ 1,244	18 %	$ 889	16 %	$ 356
Europe	745	15	629	16	115
Growth Markets	445	15	372	16	73
Total	**$ 2,434**	**16.3 %**	**$ 1,891**	**16.1 %**	**$ 544**

Amounts in table may not total due to rounding.

We estimate that the aggregate percentage impact of foreign currency exchange rates on our operating income during the first quarter of fiscal 2022 was similar to that disclosed for revenue for each geographic market. The commentary below provides insight into other factors affecting geographic market performance and operating income for the first quarter of fiscal 2022 compared with the first quarter of fiscal 2021:

- North America operating income increased primarily due to revenue growth.
- Europe operating income increased primarily due to revenue growth, partially offset by lower contract profitability and higher acquisition-related costs.
- Growth Markets operating income increased primarily due to revenue growth, partially offset by lower contract profitability.

Other Income (Expense), net

Other income (expense), net primarily consists of foreign currency gains and losses, non-operating components of pension expense, as well as gains and losses associated with our investments. During the first quarter of fiscal 2022, other income (expense), net decreased $117 million from the first quarter of fiscal 2021, primarily due to lower gains on investments. For additional information, see Note 1 (Basis of Presentation) to our Consolidated Financial Statements under Item 1, "Financial Statements."

Income Tax Expense

The effective tax rates for the first quarter of fiscal 2022 and 2021 were 24.4% and 23.4%, respectively. Absent the $120 million investment gains and related $23 million in tax expense, our effective tax rate for the first quarter of fiscal 2021 would have been 23.7%. The higher effective tax rate for the first quarter of fiscal 2022 was primarily due to tax expense from adjustments to prior year tax liabilities, partially offset by changes in the geographic distribution of earnings and higher tax benefits from share-based payments.

Our provision for income taxes is based on many factors and subject to volatility year to year. We expect the fiscal 2022 annual effective tax rate to be in the range of 23.0% to 25.0%. The effective tax rate for interim periods can vary because of the timing of when certain events occur during the year.

Earnings Per Share

Diluted earnings per share were $2.78 for the first quarter of fiscal 2022, compared with $2.32 for the first quarter of fiscal 2021. The $97 million investment gains, net of taxes, increased diluted earnings per share by $0.15 in the first quarter of fiscal 2021. Excluding the impact of these gains, diluted earnings per share would have been $2.17 for first quarter of fiscal 2021. For information regarding our earnings per share calculations, see Note 3 (Earnings Per Share) to our Consolidated Financial Statements under Item 1, "Financial Statements."

The increase in diluted earnings per share is due to the following factors:

		Earnings Per Share
Q1 FY21 As Reported	**$**	**2.32**
Higher revenue and operating results		0.64
Lower share count		0.01
Net Income attributable to noncontrolling interests		(0.01)
Higher effective tax rate		(0.03)
Lower gains on an investment, net of tax		(0.15)
Q1 FY22 As Reported	**$**	**2.78**

Liquidity and Capital Resources

As of November 30, 2021, Cash and cash equivalents was $5.6 billion, compared with $8.2 billion as of August 31, 2021.

Cash flows from operating, investing and financing activities, as reflected in our Consolidated Cash Flows Statements, are summarized in the following table:

	Three Months Ended		
(in millions of U.S. dollars)	**November 30, 2021**	**November 30, 2020**	**Change**
Net cash provided by (used in):			
Operating activities	$ 531	$ 1,603	$ (1,072)
Investing activities	(1,913)	(446)	(1,466)
Financing activities	(1,069)	(999)	(70)
Effect of exchange rate changes on cash and cash equivalents	(80)	22	(102)
Net increase (decrease) in cash and cash equivalents	**$ (2,531)**	**$ 179**	**$ (2,710)**

Amounts in table may not total due to rounding.

Operating activities: The $1,072 million decrease in operating cash flows was due to a larger increase in receivables from clients and contract assets as well as higher spending on certain compensation payments, partially offset by higher net income.

Investing activities: The $1,466 million increase in cash used was primarily due to higher spending on business acquisitions, lower proceeds from the sale of businesses and investments, and higher spending on purchases of property and equipment. For additional information, see Note 5 (Business Combinations) to our Consolidated Financial Statements under Item 1, "Financial Statements."

Financing activities: The $70 million increase in cash used was primarily due to an increase in the net purchases of shares as well as an increase in cash dividends paid, partially offset by an increase in net proceeds from share issuances. For additional information, see Note 7 (Shareholders' Equity) to our Consolidated Financial Statements under Item 1, "Financial Statements."

We believe that our current and longer-term working capital, investments and other general corporate funding requirements will be satisfied for the next twelve months and thereafter through cash flows from operations and, to the extent necessary, from our borrowing facilities and future financial market activities.

Substantially all of our cash is held in jurisdictions where there are no regulatory restrictions or material tax effects on the free flow of funds. Domestic cash inflows for our Irish parent, principally dividend distributions from lower-tier subsidiaries, have been sufficient to meet our historic cash requirements, and we expect this to continue into the future.

Borrowing Facilities

As of November 30, 2021, we had the following borrowing facilities, including the issuance of letters of credit, to support general working capital purposes:

(in millions of U.S. dollars)	**Facility Amount**	**Borrowings Under Facilities**
Syndicated loan facility	$ 3,000	$ —
Separate, uncommitted, unsecured multicurrency revolving credit facilities	1,276	—
Local guaranteed and non-guaranteed lines of credit	252	—
Total	**$ 4,527**	**$ —**

Amounts in table may not total due to rounding.

Under the borrowing facilities described above, we had an aggregate of $718 million of letters of credit outstanding as of November 30, 2021. We have a short-term commercial paper financing program backed by our $3 billion syndicated credit facility. As of November 30, 2021, we had no commercial paper outstanding.

Share Purchases and Redemptions

The Board of Directors of Accenture plc has authorized funding for our publicly announced open-market share purchase program for acquiring Accenture plc Class A ordinary shares and for purchases and redemptions of Accenture plc Class A ordinary shares and Accenture Canada Holdings Inc. exchangeable shares held by current and former members of Accenture Leadership and their permitted transferees.

Our share purchase activity during the three months ended November 30, 2021 is as follows:

	Accenture plc Class A Ordinary Shares		Accenture Canada Holdings Inc. Exchangeable Shares	
(in millions of U.S. dollars, except share amounts)	**Shares**	**Amount**	**Shares**	**Amount**
Open-market share purchases (1)	1,934,294	$ 669	—	$ —
Other share purchase programs	—	—	7,000	3
Other purchases (2)	500,609	174	—	—
Total	**2,434,903**	**$ 843**	**7,000**	**$ 3**

(1) We conduct a publicly announced open-market share purchase program for Accenture plc Class A ordinary shares. These shares are held as treasury shares by Accenture plc and may be utilized to provide for select employee benefits, such as equity awards to our employees.

(2) During the three months ended November 30, 2021, as authorized under our various employee equity share plans, we acquired Accenture plc Class A ordinary shares primarily via share withholding for payroll tax obligations due from employees and former employees in connection with the delivery of Accenture plc Class A ordinary shares under those plans. These purchases of shares in connection with employee share plans do not affect our aggregate available authorization for our publicly announced open-market share purchase and the other share purchase programs.

We intend to continue to use a significant portion of cash generated from operations for share repurchases during the remainder of fiscal 2022. The number of shares ultimately repurchased under our open-market share purchase program may vary depending on numerous factors, including, without limitation, share price and other market conditions, our ongoing capital allocation planning, the levels of cash and debt balances, other demands for cash, such as acquisition activity, general economic and/or business conditions, and board and management discretion. Additionally, as these factors may change over the course of the year, the amount of share repurchase activity during any particular period cannot be predicted and may fluctuate from time to time. Share repurchases may be made from time to time through open-market purchases, in respect of purchases and redemptions of Accenture Canada Holdings Inc. exchangeable shares, through the use of Rule 10b5-1 plans and/or by other means. The repurchase program may be accelerated, suspended, delayed or discontinued at any time, without notice.

Off-Balance Sheet Arrangements

In the normal course of business and in conjunction with some client engagements, we have entered into contractual arrangements through which we may be obligated to indemnify clients with respect to certain matters.

To date, we have not been required to make any significant payment under any of the arrangements described above. For further discussion of these transactions, see Note 10 (Commitments and Contingencies) to our Consolidated Financial Statements under Item 1, "Financial Statements."

Significant Accounting Policies

See Note 1 (Basis of Presentation) to our Consolidated Financial Statements under Item 1, "Financial Statements."

Item 3. Quantitative and Qualitative Disclosures About Market Risk

During the three months ended November 30, 2021, there were no material changes to the information on market risk exposure disclosed in our Annual Report on Form 10-K for the year ended August 31, 2021. For a discussion of our market risk associated with foreign currency risk, interest rate risk and equity price risk as of August 31, 2021, see “Quantitative and Qualitative Disclosures About Market Risk” in Part II, Item 7A, of our Annual Report on Form 10-K for the year ended August 31, 2021.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and our principal financial officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this report. Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. Based on that evaluation, the principal executive officer and the principal financial officer of Accenture plc have concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There has been no change in our internal control over financial reporting that occurred during the first quarter of fiscal 2022 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Part II — Other Information

Item 1. Legal Proceedings

The information set forth under “Legal Contingencies” in Note 10 (Commitments and Contingencies) to our Consolidated Financial Statements under Part I, Item 1, “Financial Statements,” is incorporated herein by reference.

Item 1A. Risk Factors

For a discussion of our potential risks and uncertainties, see the information under the heading “Risk Factors” in our Annual Report on Form 10-K for the year ended August 31, 2021 (the “Annual Report”). There have been no material changes to the risk factors disclosed in our Annual Report.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Purchases of Accenture plc Class A Ordinary Shares

The following table provides information relating to our purchases of Accenture plc Class A ordinary shares during the first quarter of fiscal 2022.

Period	Total Number of Shares Purchased	Average Price Paid per Share (1)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (2)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (3)
				(in millions of U.S. dollars)
September 1, 2021 — September 30, 2021	679,771	$ 336.84	657,264	$ 6,065
October 1, 2021 — October 31, 2021	1,062,256	340.42	685,173	5,832
November 1, 2021 — November 30, 2021	692,876	364.06	591,857	5,614
Total (4)	**2,434,903**	**$ 346.15**	**1,934,294**	

(1) Average price paid per share reflects the total cash outlay for the period, divided by the number of shares acquired, including those acquired by purchase or redemption for cash and any acquired by means of employee forfeiture.

(2) Since August 2001, the Board of Directors of Accenture plc has authorized and periodically confirmed a publicly announced open-market share purchase program for acquiring Accenture plc Class A ordinary shares. During the first quarter of fiscal 2022, we purchased 1,934,294 Accenture plc Class A ordinary shares under this program for an aggregate price of $669 million. The open-market purchase program does not have an expiration date.

(3) As of November 30, 2021, our aggregate available authorization for share purchases and redemptions was $5,614 million, which management has the discretion to use for either our publicly announced open-market share purchase program or the other share purchase programs. Since August 2001 and as of November 30, 2021, the Board of Directors of Accenture plc has authorized an aggregate of $43.1 billion for share purchases and redemptions by Accenture plc and Accenture Canada Holdings Inc.

(4) During the first quarter of fiscal 2022, Accenture purchased 500,609 Accenture plc Class A ordinary shares in transactions unrelated to publicly announced share plans or programs. These transactions consisted of acquisitions of Accenture plc Class A ordinary shares primarily via share withholding for payroll tax obligations due from employees and former employees in connection with the delivery of Accenture plc Class A ordinary shares under our various employee equity share plans. These purchases of shares in connection with employee share plans do not affect our aggregate available authorization for our publicly announced open-market share purchase and the other share purchase programs.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

(a) None.

(b) None.

Item 6. Exhibits

Exhibit Index:

Exhibit Number	Exhibit
3.1	Amended and Restated Memorandum and Articles of Association of Accenture plc (incorporated by reference to Exhibit 3.1 to Accenture plc's 8-K filed on February 7, 2018)
10.1*	Accenture LLP Leadership Separation Benefits Plan (filed herewith)
31.1	Certification of the Principal Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
31.2	Certification of the Principal Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
32.1	Certification of the Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)
32.2	Certification of the Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)
101	The following financial information from Accenture plc's Quarterly Report on Form 10-Q for the quarterly period ended November 30, 2021, formatted in Inline XBRL: (i) Consolidated Balance Sheets as of November 30, 2021 (Unaudited) and August 31, 2021, (ii) Consolidated Income Statements (Unaudited) for the three months ended November 30, 2021 and November 30, 2020, (iii) Consolidated Statements of Comprehensive Income (Unaudited) for the three months ended November 30, 2021 and November 30, 2020, (iv) Consolidated Shareholders' Equity Statement (Unaudited) for the three months ended November 30, 2021 and November 30, 2020, (v) Consolidated Cash Flows Statements (Unaudited) for the three months ended November 30, 2021 and November 31, 2020 and (vi) the Notes to Consolidated Financial Statements (Unaudited)
104	The cover page from Accenture plc's Quarterly Report on Form 10-Q for the quarterly period ended November 30, 2021, formatted in Inline XBRL (included as Exhibit 101)

(*) Indicates management contract or compensatory plan or arrangement.

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.

Date: December 16, 2021

ACCENTURE PLC

By:	/s/ KC McClure
Name:	KC McClure
Title:	Chief Financial Officer
	(Principal Financial Officer and Authorized Signatory)

Exhibit 10.1

ACCENTURE LLP
LEADERSHIP SEPARATION BENEFITS PLAN

PLAN DOCUMENT AND

SUMMARY PLAN DESCRIPTION

ACCENTURE LLP
LEADERSHIP
SEPARATION BENEFITS PLAN

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INTRODUCTION

The Accenture LLP Leadership Separation Benefits Plan (the "Plan") is a plan maintained by Accenture LLP that provides Separation Benefits to eligible Managing Directors of Accenture LLP (and those of its Affiliates that have adopted the Plan with Accenture's consent, including Accenture Federal Services). The Plan only applies to eligible Managing Directors; other employees may be covered by a different plan. This summary explains the main features of the Plan as in effect for individuals notified of their termination on or after the Restated Effective Date.

This document serves as both the Summary Plan Description for the Plan and the official Plan document. It explains the principal terms of the Plan in non-technical language. In the event of a conflict between the Plan and any other communications, the terms of the Plan will govern.

Capitalized terms used in the Plan are defined in a Glossary of Terms at the end of this document. To better understand your rights under the Plan, you should familiarize yourself with those terms.

The term "you" as used in the Plan refers to an employee who is eligible for the Plan or a Participant, as the context dictates. Receipt of this document does not guarantee that the recipient is in fact an eligible employee or a Participant under the Plan.

YOUR ELIGIBILITY FOR SEPARATION BENEFITS

To be eligible for the Plan, you must meet all the described requirements. Employees who are eligible for Separation Benefits are called "Participants."

You will become a Participant if (1) you are on Accenture's regular payroll in the United States as a Managing Director or a Senior Managing Director on your Termination Date, (2) your employment with Accenture is involuntarily terminated, including a mutual managed departure, for reasons other than Cause or Vaccine Mandate Reasons (as determined by Accenture in its sole discretion), (3) you submit (and do not later revoke) a signed Separation Agreement to Accenture by the stated deadline (as further described below), and (4) none of the following applies to you:

- you are offered a Comparable Position with Accenture (or an Affiliate) prior to your Termination Date;
- you initiate the termination of your employment with Accenture, including but not limited to your resignation, voluntary termination following a change in the terms and conditions of your employment, job abandonment, disability, death, and inability or unwillingness to meet fundamental requirements for your position;
- prior to your Termination Date, you receive an offer of employment by a service provider, vendor, client, successor contractor or independent contractor of Accenture in a

Comparable Position that primarily involves providing the same services that you were providing to/on behalf of Accenture;

- After receiving notice of employment termination, but while still employed, you fail to: (i) exhibit professional conduct in the workplace; (ii) adhere to all Accenture practices and policies; (iii) perform your regular job duties and responsibilities in accordance with required performance standards; (iv) successfully transition job activities; or (v) cooperate with Accenture personnel in matters relating to your position or termination;
- you request to return to employment with Accenture following a leave of absence, and Accenture determines that there are no available positions for which you are qualified; provided, however, this provision will not apply to you if you are returning from an extended medical leave, a leave of absence which has a legally-protected status (such as Family and Medical Leave Act (FMLA) leave) or a leave of absence that is otherwise treated as protected by Accenture (such as future leave);
- in connection with a business transaction involving Accenture or an Affiliate (including, without limitation, a sale of assets of Accenture, an outsourcing transaction, or a contractual arrangement with a third party), you are offered a position with the other party to the transaction (or one of its affiliates) prior to your Termination Date;
- you fail to comply with the conditions below under "Return of Accenture Property/Time Reports;"
- after receiving notice from Accenture that your employment is being terminated, you terminate your employment prior to your Termination Date;
- you are an employee of an employer that has not adopted the Plan, including, but not limited to, Accenture Flex LLC;
- you participate in the Enhanced Equity and Retirement Benefits for SMDs;
- you are classified as an intern, a contractor or a temporary employee;
- you are a Puerto Rico resident and your employment terminates for "Just Cause" as defined by Puerto Rico law for reasons other than closing of operations, technological or reorganizational changes and/or reductions in force (residents of Puerto Rico may be eligible for legislatively-required severance outside of the terms of this Plan);
- you fail to comply with any condition set forth in the Plan; or
- you are terminated for Vaccine Mandate Reasons.

Though employees terminated for "Cause" are not eligible for Plan benefits, residents of Puerto Rico still may be eligible for legislatively-required severance payments, provided the circumstances of the separation do not meet the definition of "Just Cause" under P.R. Act No. 80.

Individuals performing services for Accenture who are not on Accenture's regular payroll (e.g., independent contractors and staffing agency employees) are not eligible for Separation Benefits, regardless of any subsequent reclassification as an employee or joint employee of Accenture.

All determinations of eligibility for the Plan will be made by Accenture in its sole discretion.

SEPARATION AGREEMENT REQUIREMENT

You will be required to sign a Separation Agreement and all other documentation, which may include a document titled "Amendment to Restricted Share Unit and Other Grant Agreements" to become a Participant and receive Separation Benefits, provided that your status as a Participant will not be effective until any revocation rights that may apply to your signed Separation Agreement have expired. You are advised to consult a personal attorney to review the Separation Agreement.

You must submit a signed Separation Agreement to Accenture not earlier than your Termination Date and not after the deadline set forth in the Separation Agreement. You may have a right to revoke the Separation Agreement. If such a right exists, it will be indicated in the Separation Agreement. Any such revocation must be in writing and must be received by Accenture during the time frame set forth in the Separation Agreement. If you choose not to submit a signed Separation Agreement to Accenture or if you effectively revoke the signed Separation Agreement, you will still terminate employment as of your Termination Date but will not be a Participant and will not be eligible to receive Separation Benefits. As noted above, Separation Agreements will not be accepted prior to your Termination Date nor after the deadline set forth in the Separation Agreement.

Signed Separation Agreements (and any other accompanying documents to be signed) must be returned to Accenture using DocuSign or such other method specified in the Separation Agreement.

In the event you breach the provisions of the Separation Agreement, the payment of Separation Benefits will cease and Accenture will exercise, and the employee will be bound by, the remedies provided in the Separation Agreement.

SEPARATION BENEFITS PROVIDED UNDER THE PLAN

If you satisfy the Plan's eligibility requirements, you will become a Participant. Participants will receive Separation Benefits consisting of Separation Pay (including a COBRA Payment) and Professional Outplacement Services, each as described below.

Separation Pay

The amount of Separation Pay that a Participant is entitled to receive depends upon the circumstances of their termination (i.e., whether they terminate for Performance Reasons), as described below.

Standard Package

Each Participant terminated other than for Performance Reasons is entitled to receive Separation Pay consisting of (1) a base benefit, (2) a variable benefit based on the Participant's Years of Service, subject to a maximum set forth below, and (3) a COBRA Payment (more fully described below), as set forth in the table below.

Base Benefit	**Variable Benefit**	**COBRA Payment**
6 Months of Pay	1 Week of Pay for each complete Year of Service (rounded down to last complete Year of Service), but not to exceed 8 Weeks of Pay	$12,000

Performance Package

Each Participant terminated for Performance Reasons is entitled to receive Separation Pay consisting of (1) a base benefit, and (2) a COBRA payment, as set forth below:

Base Benefit	**COBRA Payment**
4 Months of Pay	$8,000

In all cases, any Separation Pay payable to you under the Plan under a Standard Package or a Performance Package will be reduced dollar for dollar by any amount required to be paid to you by the federal Worker Adjustment and Retraining Notification (WARN) Act and/or any state or local law that is similar to the federal WARN Act.

COBRA Payment

The COBRA Payment will be paid whether or not the Participant is enrolled for coverage in the Active Medical Plan and whether or not the Participant elects COBRA Continuation Coverage. To receive COBRA Continuation Coverage, a Participant must elect such coverage in accordance with the terms of the Active Medical Plan and otherwise comply with the terms and conditions that apply.

Professional Outplacement Services

Each Participant, including a Participant terminated for Performance Reasons, is entitled to participate in a Managing Director Professional Outplacement Services program to be provided by an outside firm selected by Accenture. Each Participant will receive from Accenture separate, detailed information about the Professional Outplacement Services program, including the duration of the program, the types of available services, how to enroll, and the locations of available programs. No Participant may receive cash in lieu of the Professional Outplacement Services. A Participant must enroll in the Professional Outplacement Services program in order to participate; enrollment is not automatic. A Participant may enroll in the Professional Outplacement Services program after the date the Participant submits the Separation Agreement

or, in the case of a Participant entitled to revoke the Separation Agreement, upon expiration of the applicable revocation period. A Participant must enroll in the Professional Outplacement Services program no later than sixty (60) days after the Termination Date or, in the case of a Participant entitled to revoke the Separation Agreement, no later than sixty (60) days after the date the revocation period expires.

PAYMENT TIMING

Unless otherwise required by law and except as provided in the following sentence, Separation Pay will be paid in a single lump sum on the next regular payroll date following the date Accenture receives the signed Separation Agreement or, in the case of a Participant entitled to revoke the signed Separation Agreement, the next regular payroll date following the date the applicable revocation period expires (or as soon as administratively practicable thereafter in accordance with Accenture's payroll procedures). If a Participant dies before receiving full payment of their Separation Pay, remaining unpaid amounts will be paid to their estate.

If a Participant is receiving short-term disability wage replacement benefits as of their Termination Date or scheduled to start receiving short-term disability wage replacement benefits no later than thirty (30) days following their Termination Date, the Participant's Separation Pay will include additional Base Pay (as described below) for the lesser of (i) the number of weeks (if any) remaining in which the Participant was scheduled to receive short-term disability wage replacement benefits, or (ii) eight weeks. If the number of weeks in (or remaining in) the Participant's short-term disability wage replacement benefits is not known prior to the payment of their Separation Pay, they will receive eight weeks of Base Pay. For purposes of this paragraph only, "Base Pay" is determined by Accenture in accordance with Accenture's short-term disability wage replacement benefit, as set forth under the U.S. Leaves of Absence Policy (1018), as amended from time to time.

RETURN OF ACCENTURE PROPERTY/TIME REPORTS

As a condition of becoming a Participant and receiving Separation Benefits under the Plan, you must (1) return to Accenture all Accenture property (e.g., building keys, credit cards, documents and records, identification cards, office equipment, portable computers, mobile phones, parking cards, computer drives) and (2) return to Accenture's clients all client property (e.g., building keys, credit cards, documents and records, identification cards, office equipment, portable computers, mobile phones, parking cards, computer drives). Any Accenture property and client property must be returned no later than your Termination Date. The following are also pre-conditions of receiving Separation Benefits:

- The balance of any expense against your Accenture personnel number must be zero.
- You must submit final time reports and all outstanding expense receipts.

- The unpaid balance of any Accenture-related credit cards or credit accounts issued to you, including a Corporate American Express card, must be zero. If you have a credit card or credit account balance, Accenture may require either: (1) payment of the outstanding balance within 60 days of the Termination Date; or (2) deduction of the outstanding balance from the Separation Benefits, to the extent permitted by applicable law.

Accenture reserves the right, exercisable in its sole discretion, to reduce (on a dollar-for-dollar basis) the amount of any Separation Benefits payable to a Participant under the Plan by any disability, severance, separation, termination pay, or pay-in-lieu of notice amounts that Accenture pays or is required to pay to the Participant through insurance or otherwise under any plan or contract of Accenture (including the amount of any compensation payable and the value of any benefits to be provided during any notice period under an employment agreement with Accenture or any Affiliate) or under any federal or state law (other than unemployment compensation). In addition, Accenture reserves the right, exercisable in its sole discretion, to reduce the amount of Separation Benefits payable to a Participant under the Plan by the amount, if any, that the Participant owes Accenture (or an Affiliate).

IMPACT OF REEMPLOYMENT ON SEPARATION BENEFITS

If you accept a job offer from Accenture or an Affiliate – or, as a result of an exception to Policy 1420, you become a Contractor with Accenture or an Affiliate – after your Termination Date, and the date you begin employment or the contracting engagement (such date, the "Start Date"), as applicable, occurs prior to expiration of the Separation Pay Period, your entitlement to Separation Benefits will be affected as follows:

- ***Start Date Prior to Payment*** - If your Start Date occurs before your Separation Pay has been paid to you, your Separation Pay will be reduced to an amount equal to the number of weeks that passed from your Termination Date to your Start Date, and you will not be entitled to Professional Outplacement Services.

- ***Start Date After Payment*** - If your Start Date occurs after your Separation Pay has been paid to you, you must repay to Accenture a prorated amount of your Separation Pay within 15 days following your Start Date, but not the cost of any Professional Outplacement Services. The amount of your Separation Pay you are required to repay is equal to the total number of weeks represented by your Separation Pay less the number of weeks that passed from your Termination Date to your Start Date. Accenture, in its sole discretion, reserves the right to decide not to require repayment.

Note: If the Plan Administrator, in its sole discretion, determines that your new position is not a Comparable Position, the provisions above will apply to you, but you will be permitted to receive and retain 50% of the Severance Pay otherwise payable to you based on the chart above or the minimum benefit, if less, and the full Health Care Continuation Payment based on the chart above (i.e., without adjusting for the reduced weeks of Severance Pay).

REPAYMENTS AND FORFEITURES

Notwithstanding any other provision of the Plan, a Participant is required to reimburse Accenture for the full amount of Separation Benefits received by the Participant under the Plan if the Participant subsequently discloses any of Accenture's (or an Affiliate's) trade secrets, violates any written covenants or agreements with Accenture or an Affiliate, including but not limited to non-compete and non-solicitation provisions in any employment or equity agreement, or otherwise engages in conduct that may adversely affect Accenture's (or an Affiliate's) reputation or business relations. In addition, the Participant will immediately forfeit any right to benefits under the Plan that have not yet been paid. Accenture will take such steps as it deems necessary or desirable to enforce the provisions of this subsection.

OTHER PLANS

The Plan supersedes and replaces all other severance or separation plans, programs, policies, or practices of Accenture, other than the Accenture Leadership Vaccine Mandate Separation Benefits Plan, the Accenture United States Separation Benefits Plan, and the Accenture United States Vaccine Mandate Reasons Separation Benefits Plan.

Separation Benefits (if any) will not be included as eligible compensation for purposes of any of Accenture's pay-based benefits, such as 401(k), profit sharing, retirement, life insurance, and long-term disability.

Payments or benefits provided to a Participant under any deferred compensation, savings, retirement, or other employee benefit plan of Accenture are governed solely by the terms of such plan. Nothing in this Plan limits Accenture's right to, at any time or for any reason, modify, amend, or terminate any of Accenture's employee benefit or compensation plans, programs, policies, or arrangements.

PLAN ADMINISTRATION

Accenture LLP is responsible for the administration and operation of the Plan. Accenture LLP is the Plan's "plan administrator" and "named fiduciary" (within the meaning of such terms under ERISA).

Accenture LLP may adopt from time to time such rules as may be necessary or desirable for the proper and efficient administration of the Plan and as are consistent with the terms of the Plan. These rules will be applied on a uniform basis to similarly situated individuals.

In administering the Plan, Accenture LLP has the authority, exercisable in its sole discretion, to construe and interpret the provisions of the Plan and to make factual determinations thereunder, including the discretionary authority to determine the eligibility of employees (or other individuals) and the amount of benefits payable under the Plan. Any decisions made by Accenture are final and conclusive with respect to all questions concerning the Plan and are binding on all parties.

Accenture may delegate to one or more of its employees or other persons the responsibility for performing certain of Accenture's duties under the terms of the Plan and may seek such expert advice as Accenture deems reasonably necessary with respect to the Plan.

BENEFIT DETERMINATIONS

No benefits will be provided to any individual under the Plan unless Accenture LLP decides in its sole discretion that the individual is entitled to benefits under the Plan.

AMENDMENT / TERMINATION

Accenture LLP reserves the right in its sole discretion to amend or terminate the Plan at any time by a written instrument adopted by an authorized officer or employee of Accenture LLP.

No employee, officer, director, or agent of Accenture has the authority to alter, vary or modify the terms of the Plan, except by means of an authorized written amendment to the Plan. No verbal or written representations contrary to the terms of the Plan and its written amendments are binding upon Accenture or the Plan.

NO ASSIGNMENT

Separation Benefits are not be subject to anticipation, alienation, pledge, sale, transfer, assignment, garnishment, attachment, execution, encumbrance, levy, or lien, and any attempt to cause such benefits to be so subjected will not be recognized, except to the extent required by applicable law or otherwise set forth in the Plan.

NO EMPLOYMENT RIGHTS

The Plan does not confer employment rights upon any person. No person is entitled, by virtue of the Plan, to remain in the employ of Accenture or to be rehired, and nothing in the Plan restricts the right of Accenture to terminate the employment of any person at any time.

NO ADDITIONAL BENEFITS RIGHTS

Neither eligibility for, nor participation in, the Plan gives any employee a right or claim to any benefit under the Plan, unless such right or claim has specifically accrued under the terms of the Plan.

PLAN FUNDING

The Plan does not confer on any Participant (or any other individual) any right in or title to any assets, funds, or property of Accenture. Any benefits payable under the Plan are unfunded obligations of Accenture and will be paid from Accenture's general assets.

PLAN TYPE / APPLICABLE LAW

The Plan is an unfunded welfare benefit plan for purposes of ERISA, a severance pay plan within the meaning of Department of Labor Reg. § 2510.3-2(b) and an involuntary separation pay program under Treas. Reg. § 1.409A-1(b)(9)(iii).

The Plan is governed and will be construed in accordance with ERISA. To the extent not superseded by ERISA or other federal law, the laws of the state of Illinois will apply to the Plan.

INFORMATION TO BE FURNISHED BY PARTICIPANTS

Each Participant must furnish to Accenture such documents, evidence, data, or other information as Accenture considers necessary or desirable for the purpose of administering the Plan. Benefits under the Plan for each Participant are provided on the condition that the Participant will furnish full, true, and complete data, evidence, or other information and that the Participant will promptly sign any document required under the Plan or requested by Accenture.

WORDING

Where the context permits, words in the plural will include the singular, and the singular will include the plural.

MISTAKE OF FACT

Any mistake of fact or misstatement of fact will be corrected when it becomes known and proper adjustment made by reason thereof. A Participant must repay to Accenture any benefits paid under this Plan by mistake of fact or law.

SEVERABILITY

In the event any provision of the Plan is held to be illegal or invalid for any reason, such illegality or invalidity will not affect the remaining parts of the Plan, and the Plan will be construed and enforced as if such illegal or invalid provisions had never been included in the Plan.

WITHHOLDING

Accenture reserves the right to withhold from any amounts payable under this Plan all federal, state, city, and local taxes as are legally required, as well as any other amounts authorized or required by Accenture policy including, but not limited to, withholding for garnishments and judgments or other court orders.

BENEFIT CLAIMS PROCEDURES

You do not need to apply for benefits under the Plan. However, if you wish to file a claim for benefits, you (or your authorized representative) may make a claim by filing a written description of your claim with Accenture LLP within 180 days of your Termination Date. Accenture LLP

will notify you in writing if your claim is granted. If your claim is denied, Accenture LLP will notify you of its decision, setting forth the specific reasons for the denial, references to the Plan provisions on which the denial is based, additional information necessary to perfect the claim, if any, and a description of the procedure for review of the denial. Any written claim decision will be sent to you within 90 days (or 180 days if warranted by special circumstances) after Accenture LLP received your claim.

You (or your authorized representative) may request a review of a complete or partial denial of your claim for benefits. Any such request must be in writing and must be received by Accenture LLP within 60 days after you received the notice of the denial of your claim. You will be entitled to review pertinent Plan documents and submit written issues and comments to Accenture LLP. Within 60 days (or 120 days if warranted by special circumstances) after Accenture LLP receives your request for review, Accenture LLP will furnish you with written notice of its decision, setting forth the specific reasons for the decision and references to the pertinent Plan provisions on which the decision is based.

You (or your authorized representative) may not challenge a decision of Accenture LLP in court or in any other administrative proceeding unless you have complied with the claim and appeal procedures described above and such procedures have been completed. If your claim for benefits is finally denied by Accenture LLP, you may only bring suit in court (or other administrative proceeding) if you file such action within 120 days after the date of the final denial of your claim by Accenture LLP. No action at law or in equity shall be brought to recover benefits under this Plan until the appeal rights herein provided have been exercised and the Plan benefits requested in such appeal have been denied in whole or in part.

All decisions and communications to Participants or other persons regarding a claim for benefits under the Plan shall be held strictly confidential by the Participant (or other claimant), Accenture LLP, and their agents.

RIGHTS UNDER ERISA

Each Participant in the Plan is entitled to certain rights and protections under ERISA. ERISA provides that Participants will be entitled to:

- Examine, without charge, at Accenture LLP's offices, all documents governing the Plan, and a copy of the latest annual report (Form 5500 series) filed by Accenture LLP with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Upon written request to Accenture LLP, obtain copies of documents governing the operation of the Plan, a copy of the latest annual report (Form 5500 series), and an updated summary plan description. Accenture LLP may make a reasonable charge for the copies.

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of the Participants. No one, including Accenture or any other person, may fire any person or otherwise discriminate against a person in any way to prevent him or her from obtaining a benefit or exercising their rights under ERISA. If a claim for benefits is denied, in whole or in part, the claimant has the right to know why this was done, obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps a person can take to enforce the above rights. For instance, if a person requests a copy of the Plan documents or the Plan’s latest annual report from Accenture LLP and such person does not receive them within thirty days, they may file suit in a federal court. In such case, the court may require Accenture LLP to provide the requested materials and pay such person up to $110 per day until they receive the materials, unless the materials were not sent because of reasons beyond the control of Accenture LLP. If a person has a claim for benefits which is denied or ignored, in whole or in part, they may file suit in a state or federal court. If it should happen that the fiduciaries misuse a plan’s money, or if an individual is discriminated against for asserting their rights, they may seek assistance from the U.S. Department of Labor or may file suit in a federal court. The court will decide who should pay court costs and legal fees. If a person is successful in the lawsuit, the court may order the person sued to pay these cost fees. If the person filing the lawsuit loses, the court may order that person to pay these costs and fees; for instance, if it finds the claim to be frivolous.

If a person has any questions about the Plan, they should contact Accenture LLP. If that person has any questions about this statement or about ERISA, they should contact the nearest area office of the Employee Benefits Security Administration, listed in the telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. A person also may obtain certain publications about the rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

INFORMATION REQUIRED BY ERISA

a.	Name of Plan	Accenture LLP Leadership Separation Benefits Plan
b.	Restated Effective Date	October 12, 2021
c.	Plan Year	January 1 – December 31
d.	Plan Number	702
e.	Type of Plan	The Plan is an employee welfare benefit plan as defined in Section 3(1) of ERISA.
f.	Plan Sponsor	Accenture LLP 161 North Clark Street Chicago, Illinois 60601
g.	Plan Sponsor's Identification No.	72-0542904
h.	Plan Administrator	Accenture LLP 161 North Clark Street Chicago, Illinois 60601 Attn: Toni L. Corban (973) 301-1350
i.	Agent for Service of Legal Process	General Counsel c/o Ronald J. Roberts Accenture LLP 161 North Clark Street 23rd Floor Chicago, Illinois 60601
j.	Separation Agreements/Notices	Signed Separation Agreements or revocation notices should be sent to Accenture using AdobeSign or such other method specified in the Separation Agreement. Any other notices or documents required to be given or filed with Accenture under the Plan will be properly given or filed if delivered or mailed, by registered mail, postage prepaid, to Accenture at: Accenture LLP 161 North Clark Street Chicago, Illinois 60601 Attn: Toni L. Corban

CERTIFICATE OF ADOPTION

WHEREAS, Accenture LLP desires to adopt and maintain this restated Accenture LLP Leadership Separation Benefits Plan (the "Plan") for the benefit of its eligible employees, effective as of the Restated Effective Date.

NOW, THEREFORE, Accenture LLP, acting through its duly authorized representative, hereby restates the Plan, effective as of the Restated Effective Date, in its entirety in the form included hereto.

Christine R. Klunk

Executive Director HR – North America

GLOSSARY OF TERMS

“Accenture” means Accenture LLP and those of its Affiliates that have adopted the Plan with Accenture’s consent. Accenture LLP is the sponsor and administrator of the Plan.

“Active Medical Plan” means any or all of the Participating Medical Plan, Participating Dental Plan and Participating Vision Plan under the Accenture United States Group Health Plan, as amended from time to time.

“Affiliate” means an entity directly or indirectly controlling, controlled by, or under common control with, Accenture or any other entity in which Accenture or an Affiliate has an interest and which has been designated as an Affiliate by Accenture, in its sole discretion. Examples of Affiliates include, but are not limited to, Accenture Federal Services, Avanade, and certain joint ventures set up by Accenture.

“Base Salary” means a Participant’s base compensation (as specified by Accenture), determined as of the Participant’s Termination Date, excluding overtime, bonus, incentive pay, or any other special compensation such as quarterly variable compensation and annual variable compensation. For purposes of determining Separation Pay (as described above under “Separation Benefits Provided under the Plan”), Base Salary of a Participant classified by Accenture as a part-time employee as of their Termination Date will reflect the part-time percentage in effect on their Termination Date.

“Cause” means “cause” as defined in any employment agreement then in effect between an employee and Accenture or an Affiliate, or if not defined therein, or if there is no such agreement, ”Cause” means the employee’s (i) embezzlement, misappropriation of corporate funds, or other acts of dishonesty; (ii) commission or conviction of any felony, or of any misdemeanor involving moral turpitude, or entry of a plea of guilty or nolo contendere to any felony or misdemeanor; (iii) engagement in any activity that the employee knows or should know could harm the business or reputation of Accenture or an Affiliate; (iv) failure to comply or adhere to Accenture’s or an Affiliate’s policies; (v) continued failure to meet performance standards as determined by Accenture or an Affiliate; or (vi) violation of any statutory, contractual, or common law duty or obligation to Accenture or an Affiliate, including, without limitation, the duty of loyalty and obligations under any employment agreement or its incorporated exhibits. The determination of the existence of Cause will be made by Accenture in good faith, and such determination is conclusive for purposes of the Plan.

“COBRA Continuation Coverage” means continued coverage after your Termination Date under the Active Medical Plan, pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

“COBRA Payment” means that portion of the Separation Pay that does not constitute the base benefit or variable benefit.

“Comparable Position” means a position that, as determined by Accenture, (i) is in the same metropolitan area as the employee’s current position, (ii) has compensation and benefits (in the aggregate) that are comparable to the aggregate compensation and benefits of the eligible employee’s current position, and (iii) would commence within ninety days following the eligible employee’s Termination Date. Notwithstanding the foregoing, if you change career tracks but remain in the same role, you will be considered in a Comparable Position, even if it results in a change to your benefits and/or compensation.

“Deficient Performance” means, as determined by Accenture in its sole discretion, an employee has (i) demonstrated significant performance deficiencies which have been documented, (ii) been given a written action plan for improving their performance, (iii) been given written documentation that describes the consequences of the individual’s failure to address deficiencies in their performance, or (iv) failed or been unwilling to meet job requirements related to travel. The term “Deficient Performance” excludes any reason determined by Accenture to constitute “Cause.”

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Month(s) of Pay” means the amount determined by dividing a Participant’s annual Base Salary by 12.

“Performance Reasons” means the Managing Director was terminated for Deficient Performance.

“Plan” means this Accenture LLP Leadership Separation Benefits Plan.

“Professional Outplacement Services” means the professional outplacement services that a Participant is entitled to receive (in addition to Separation Pay) in consideration for executing and, where applicable, not revoking, the Separation Agreement.

“Separation Agreement” means the agreement (in the form provided and approved by Accenture) that an eligible employee must execute, return to Accenture and not revoke (if revocation rights apply) in order to become a Participant.

“Separation Benefits” means the benefits to which a Participant is entitled under the terms of the Plan upon executing and, where applicable, not revoking, the Separation Agreement.

“Separation Pay” mean the base benefit, variable benefit and COBRA Payment that a Participant is entitled to receive (in addition to Professional Outplacement Services) in consideration for executing and, where applicable, not revoking the Separation Agreement.

“Separation Pay Period” means the period equal to the total number of weeks represented by your Separation Pay.

“Termination Date” means the date specified by Accenture for termination of an employee’s employment with Accenture.

“Vaccine Mandate Reasons” means, as determined by Accenture in its sole discretion, an employee has failed or been unwilling to meet conditions of employment related to vaccine mandates and has not established to the satisfaction of Accenture, in its sole discretion, a sincerely held religious belief or a medical condition/disability that conflicts with the employee’s ability to satisfy the vaccine mandates.

“Week of Pay” means the amount determined by dividing a Participant’s annual Base Salary by 52.

“Years of Service” means, with respect to a Participant, each complete twelve-month period of the Participant’s service with Accenture or an Affiliate, beginning with the earlier of (a) the Participant’s most recent date of hire with a business entity which Accenture or an Affiliate acquired, or (b) the Participant’s last date of hire with Accenture or an Affiliate (based on the applicable payroll records) and ending on their Termination Date, unless otherwise noted in the Participant’s offer letter or employment agreement. Periods of service prior to a Participant’s last date of hire with the acquired entity, Accenture or an Affiliate, as applicable, will not be counted for purposes of the Plan, unless otherwise noted in the Participant’s offer letter or employment agreement. Years of Service will not include accrued but unused PTO, vacation time, sick leave, personal time, or any other paid or unpaid time off. Only complete Years of Service are counted as Years of Service. Participants are credited with their employment period with Affiliates when immediately joining Accenture (i.e., without any employment gap between the two companies), and such Participants are considered to have an unbroken service record with Accenture for purposes of the Plan.

Exhibit 31.1

PRINCIPAL EXECUTIVE OFFICER CERTIFICATION

I, Julie Sweet, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Accenture plc for the period ended November 30, 2021, as filed with the Securities and Exchange Commission on the date hereof;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: December 16, 2021

/s/ Julie Sweet

Julie Sweet
Chief Executive Officer of Accenture plc
(principal executive officer)

Exhibit 31.2

PRINCIPAL FINANCIAL OFFICER CERTIFICATION

I, KC McClure, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Accenture plc for the period ended November 30, 2021, as filed with the Securities and Exchange Commission on the date hereof;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: December 16, 2021

/s/ KC McClure

KC McClure
Chief Financial Officer of Accenture plc
(principal financial officer)

Exhibit 32.1

Certification of the Principal Executive Officer
Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Accenture plc (the "Company") on Form 10-Q for the period ended November 30, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Julie Sweet, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: December 16, 2021

/s/ Julie Sweet
Julie Sweet
Chief Executive Officer of Accenture plc
(principal executive officer)

Exhibit 32.2

Certification of the Principal Financial Officer
Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Accenture plc (the "Company") on Form 10-Q for the period ended November 30, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, KC McClure, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: December 16, 2021

/s/ KC McClure
KC McClure
Chief Financial Officer of Accenture plc
(principal financial officer)