FORM 10-Q

Quarterly report pursuant to sections 13 or 15(d)

Filing Date: **2022-03-03** | Period of Report: **2022-01-28**
SEC Accession No. 0001613103-22-000011

(HTML Version on secdatabase.com)

FILER

Medtronic plc
CIK:**1613103**| IRS No.: **000000000** | Fiscal Year End: **0429**
Type: **10-Q** | Act: **34** | File No.: **001-36820** | Film No.: **22709290**
SIC: **3845** Electromedical & electrotherapeutic apparatus

Mailing Address
20 ON HATCH, LOWER
HATCH STREET
DUBLIN L2 2

Business Address
20 ON HATCH, LOWER
HATCH STREET
DUBLIN L2 2
01135314381700

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q

☒ **QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended January 28, 2022

☐ **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 001-36820

Medtronic plc
(Exact name of registrant as specified in its charter)

Ireland	**98-1183488**
(State of incorporation)	(I.R.S. Employer Identification No.)

20 On Hatch, Lower Hatch Street
Dublin 2, Ireland
(Address of principal executive offices) (Zip Code)
+353 1 438-1700
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Ordinary shares, par value $0.0001 per share	**MDT**	**New York Stock Exchange**
0.00% Senior Notes due 2022	**MDT/22B**	**New York Stock Exchange**
0.375% Senior Notes due 2023	**MDT/23B**	**New York Stock Exchange**
0.000% Senior Notes due 2023	**MDT/23C**	**New York Stock Exchange**
0.25% Senior Notes due 2025	**MDT/25**	**New York Stock Exchange**
0.000% Senior Notes due 2025	**MDT/25A**	**New York Stock Exchange**
1.125% Senior Notes due 2027	**MDT/27**	**New York Stock Exchange**
0.375% Senior Notes due 2028	**MDT/28**	**New York Stock Exchange**
1.625% Senior Notes due 2031	**MDT/31**	**New York Stock Exchange**
1.00% Senior Notes due 2031	**MDT/31A**	**New York Stock Exchange**
0.750% Senior Notes due 2032	**MDT/32**	**New York Stock Exchange**
2.250% Senior Notes due 2039	**MDT/39A**	**New York Stock Exchange**
1.50% Senior Notes due 2039	**MDT/39B**	**New York Stock Exchange**
1.375% Senior Notes due 2040	**MDT/40A**	**New York Stock Exchange**
1.75% Senior Notes due 2049	**MDT/49**	**New York Stock Exchange**
1.625% Senior Notes due 2050	**MDT/50**	**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 and post 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	☐	Emerging growth company	☐
Non-accelerated filer	☐	Smaller Reporting 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 1(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 ☒

As of March 1, 2022, 1,341,539,178 ordinary shares, par value $0.0001, of the registrant were outstanding.

TABLE OF CONTENTS

PART I — FINANCIAL INFORMATION

Item 1. Financial Statements

Medtronic plc
Consolidated Statements of Income
(Unaudited)

(in millions, except per share data)	Three months ended January 28, 2022	Three months ended January 29, 2021	Nine months ended January 28, 2022	Nine months ended January 29, 2021
Net sales	$ 7,763	$ 7,775	$ 23,597	$ 21,929
Costs and expenses:				
Cost of products sold	2,459	2,621	7,554	7,830
Research and development expense	668	601	2,094	1,861
Selling, general, and administrative expense	2,561	2,537	7,723	7,553
Amortization of intangible assets	432	453	1,298	1,337
Restructuring charges, net	12	83	32	235
Certain litigation charges, net	35	122	95	118
Other operating (income) expense, net	(63)	82	719	116
Operating profit	1,659	1,277	4,081	2,879
Other non-operating income, net	(67)	(86)	(244)	(233)
Interest expense	137	143	410	783
Income before income taxes	1,589	1,220	3,915	2,329
Income tax provision (benefit)	106	(59)	346	65
Net income	1,483	1,279	3,570	2,264
Net income attributable to noncontrolling interests	(4)	(9)	(16)	(18)
Net income attributable to Medtronic	$ 1,480	$ 1,270	$ 3,554	$ 2,246
Basic earnings per share	$ 1.10	$ 0.94	$ 2.64	$ 1.67
Diluted earnings per share	$ 1.10	$ 0.94	$ 2.63	$ 1.66
Basic weighted average shares outstanding	1,343.7	1,346.4	1,344.4	1,344.2
Diluted weighted average shares outstanding	1,350.3	1,356.0	1,353.9	1,352.7

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

Medtronic plc
Consolidated Statements of Comprehensive Income
(Unaudited)

	Three months ended		Nine months ended	
(in millions)	**January 28, 2022**	**January 29, 2021**	**January 28, 2022**	**January 29, 2021**
Net income	$ 1,483	$ 1,279	$ 3,570	$ 2,264
Other comprehensive income (loss), net of tax:				
Unrealized gain (loss) on investment securities	(70)	24	(114)	137
Translation adjustment	(362)	690	(963)	1,951
Net investment hedge	475	(587)	1,254	(1,863)
Net change in retirement obligations	19	9	56	28
Unrealized gain (loss) on cash flow hedges	100	(213)	369	(607)
Other comprehensive income (loss)	162	(78)	602	(354)
Comprehensive income including noncontrolling interests	1,645	1,201	4,172	1,910
Comprehensive income attributable to noncontrolling interests	(4)	(11)	(13)	(27)
Comprehensive income attributable to Medtronic	$ 1,641	$ 1,190	$ 4,159	$ 1,883

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

Medtronic plc
Consolidated Balance Sheets

(Unaudited)

(in millions)	January 28, 2022	April 30, 2021
ASSETS		
Current assets:		
Cash and cash equivalents	$ 3,479	$ 3,593
Investments	7,742	7,224
Accounts receivable, less allowances and credit losses of $253 and $241, respectively	5,446	5,462
Inventories, net	4,514	4,313
Other current assets	2,122	1,955
Total current assets	23,303	22,548
Property, plant, and equipment	13,074	12,700
Accumulated depreciation	(7,823)	(7,479)
Property, plant, and equipment, net	5,251	5,221
Goodwill	41,346	41,961
Other intangible assets, net	16,078	17,740
Tax assets	3,309	3,169
Other assets	2,517	2,443
Total assets	$ 91,804	$ 93,083
LIABILITIES AND EQUITY		
Current liabilities:		
Current debt obligations	$ 865	$ 11
Accounts payable	1,985	2,106
Accrued compensation	2,152	2,482
Accrued income taxes	383	435
Other accrued expenses	3,542	3,475
Total current liabilities	8,927	8,509
Long-term debt	24,290	26,378
Accrued compensation and retirement benefits	1,369	1,557
Accrued income taxes	2,115	2,251
Deferred tax liabilities	968	1,028
Other liabilities	1,423	1,756
Total liabilities	39,091	41,481
Commitments and contingencies (Note 16)		
Shareholders' equity:		
Ordinary shares— par value $0.0001, 2.6 billion shares authorized, 1,342,565,589 and 1,345,400,671 shares issued and outstanding, respectively	—	—
Additional paid-in capital	25,814	26,319
Retained earnings	29,607	28,594
Accumulated other comprehensive loss	(2,879)	(3,485)
Total shareholders' equity	52,542	51,428
Noncontrolling interests	171	174
Total equity	52,713	51,602
Total liabilities and equity	$ 91,804	$ 93,083

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

Medtronic plc
Consolidated Statements of Equity
(Unaudited)

(in millions)	Ordinary Shares Number	Ordinary Shares Par Value	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Shareholders' Equity	Noncontrolling Interests	Total Equity
April 30, 2021	1,345	$ —	$ 26,319	$ 28,594	$ (3,485)	$ 51,428	$ 174	$ 51,602
Net income	—	—	—	763	—	763	6	769
Other comprehensive (loss) income	—	—	—	—	276	276	(2)	274
Dividends to shareholders ($0.63 per ordinary share)	—	—	—	(846)	—	(846)	—	(846)
Issuance of shares under stock purchase and award plans	2	—	107	—	—	107	—	107
Repurchase of ordinary shares	(2)	—	(311)	—	—	(311)	—	(311)
Stock-based compensation	—	—	69	—	—	69	—	69
July 30, 2021	1,345	$ —	$ 26,184	$ 28,511	$ (3,209)	$ 51,486	$ 178	$ 51,664
Net income	—	—	—	1,311	—	1,311	6	1,317
Other comprehensive (loss) income	—	—	—	—	167	167	(1)	166
Dividends to shareholders ($0.63 per ordinary share)	—	—	—	(847)	—	(847)	—	(847)
Issuance of shares under stock purchase and award plans	3	—	92	—	—	92	—	92
Repurchase of ordinary shares	(3)	—	(358)	—	—	(358)	—	(358)
Stock-based compensation	—	—	140	—	—	140	—	140
Changes to noncontrolling ownership interests	—	—	1	—	—	1	(16)	(15)
October 29, 2021	1,345	$ —	$ 26,059	$ 28,974	$ (3,042)	$ 51,991	$ 168	$ 52,159
Net income	—	—	—	1,480	—	1,480	4	1,483
Other comprehensive (loss) income	—	—	—	—	162	162	—	162
Dividends to shareholders ($0.63 per ordinary share)	—	—	—	(847)	—	(847)	—	(847)
Issuance of shares under stock purchase and award plans	1	—	49	—	—	49	—	49
Repurchase of ordinary shares	(3)	—	(372)	—	—	(372)	—	(372)
Stock-based compensation	—	—	78	—	—	78	—	78
January 28, 2022	1,343	$ —	$ 25,814	$ 29,607	$ (2,879)	$ 52,542	$ 171	$ 52,713

(in millions)	Ordinary Shares Number	Ordinary Shares Par Value	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Shareholders' Equity	Noncontrolling Interests	Total Equity
April 24, 2020	1,341	$ —	$ 26,165	$ 28,132	$ (3,560)	$ 50,737	$ 135	$ 50,872
Net income	—	—	—	487	—	487	4	491
Other comprehensive (loss) income	—	—	—	—	(222)	(222)	5	(217)
Dividends to shareholders ($0.58 per ordinary share)	—	—	—	(778)	—	(778)	—	(778)
Issuance of shares under stock purchase and award plans	2	—	26	—	—	26	—	26
Stock-based compensation	—	—	70	—	—	70	—	70
Changes to noncontrolling ownership interests	—	—	—	—	—	—	3	3
Cumulative effect of change in accounting principle(1)	—	—	—	(24)	—	(24)	—	(24)
July 31, 2020	1,343	$ —	$ 26,261	$ 27,817	$ (3,782)	$ 50,296	$ 147	$ 50,443
Net income	—	—	—	489	—	489	5	494
Other comprehensive (loss) income	—	—	—	—	(61)	(61)	1	(60)
Dividends to shareholders ($0.58 per ordinary share)	—	—	—	(780)	—	(780)	—	(780)
Issuance of shares under stock purchase and award plans	2	—	93	—	—	93	—	93
Stock-based compensation	—	—	140	—	—	140	—	140
Changes to noncontrolling ownership interests	—	—	(13)	—	—	(13)	(1)	(14)
October 30, 2020	1,345	$ —	$ 26,481	$ 27,526	$ (3,843)	$ 50,164	$ 152	$ 50,316
Net income	—	—	—	1,270	—	1,270	9	1,279
Other comprehensive (loss) income	—	—	—	—	(80)	(80)	2	(78)
Dividends to shareholders ($0.58 per ordinary share)	—	—	—	(781)	—	(781)	—	(781)
Issuance of shares under stock purchase and award plans	2	—	118	—	—	118	—	118
Stock-based compensation	—	—	65	—	—	65	—	65
Changes to noncontrolling ownership interests	—	—	—	—	—	—	6	6
January 29, 2021	1,347	$ —	$ 26,665	$ 28,015	$ (3,922)	$ 50,758	$ 170	$ 50,928

(1) The cumulative effect of the change in accounting principle during the first quarter of fiscal year 2021 resulted from the adoption of accounting guidance that changed the methodology to be used when measuring credit losses for certain financial instruments and

financial assets, including trade receivables. As a result of the adoption, the Company adjusted the opening balance of retained earnings for $24 million as of April 25, 2020.

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

Medtronic plc
Consolidated Statements of Cash Flows

(Unaudited)

(in millions)	Nine months ended January 28, 2022	Nine months ended January 29, 2021
Operating Activities:		
Net income	$ 3,570	$ 2,264
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	2,019	2,018
Provision for doubtful accounts	49	103
Deferred income taxes	(234)	(208)
Stock-based compensation	287	275
Loss on debt extinguishment	—	308
MCS asset impairment and inventory write-down	515	—
Other, net	92	161
Change in operating assets and liabilities, net of acquisitions and divestitures:		
Accounts receivable, net	(212)	(450)
Inventories	(359)	(75)
Accounts payable and accrued liabilities	6	529
Other operating assets and liabilities	(444)	(430)
Net cash provided by operating activities	5,289	4,495
Investing Activities:		
Acquisitions, net of cash acquired	(91)	(976)
Additions to property, plant, and equipment	(979)	(978)
Purchases of investments	(7,919)	(9,448)
Sales and maturities of investments	7,130	6,753
Other investing activities, net	(71)	(136)
Net cash used in investing activities	(1,930)	(4,785)
Financing Activities:		
Change in current debt obligations, net	—	(311)
Proceeds from short-term borrowings (maturities greater than 90 days)	—	2,789
Issuance of long-term debt	—	7,172
Payments on long-term debt	(1)	(6,451)
Dividends to shareholders	(2,540)	(2,339)
Issuance of ordinary shares	344	314
Repurchase of ordinary shares	(1,138)	(77)
Other financing activities	(52)	(104)
Net cash provided by (used in) financing activities	(3,387)	993
Effect of exchange rate changes on cash and cash equivalents	(87)	234
Net change in cash and cash equivalents	(114)	937
Cash and cash equivalents at beginning of period	3,593	4,140
Cash and cash equivalents at end of period	$ 3,479	$ 5,077

Supplemental Cash Flow Information		
Cash paid for:		
Income taxes	$ 842	$ 813

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

Medtronic plc
Notes to Consolidated Financial Statements
(Unaudited)

1. Basis of Presentation

The accompanying unaudited consolidated financial statements of Medtronic plc and its subsidiaries (Medtronic plc, Medtronic, or the Company) have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S.) (U.S. GAAP) for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. In the opinion of management, the consolidated financial statements include all the adjustments necessary for a fair statement in conformity with U.S. GAAP. Certain reclassifications have been made to prior year financial statements to conform to classifications used in the current year.

Operating results for interim periods are not necessarily indicative of results that may be expected for the fiscal year as a whole. The preparation of the financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, expenses, and the related disclosures at the date of the financial statements and during the reporting period. Actual results could materially differ from these estimates.

The COVID-19 pandemic ("COVID-19" or the "pandemic") has had, and may continue to have, an adverse effect on our business, results of operations, financial condition, and cash flows, and its future impacts remain highly uncertain and unpredictable. While there was not a material impact to the Company's consolidated financial statements as of and for the three and nine months ended January 28, 2022, changes in the Company's assessment about the length and severity of the pandemic, as well as other factors, could result in actual results differing from estimates.

The accompanying unaudited consolidated financial statements include the accounts of Medtronic plc, its wholly-owned subsidiaries, entities for which the Company has a controlling financial interest, and variable interest entities for which the Company is the primary beneficiary. Intercompany transactions and balances have been eliminated in consolidation. Amounts reported in millions within this quarterly report are computed based on the amounts in thousands, and therefore, the sum of the components may not equal the total amount reported in millions due to rounding. Additionally, certain columns and rows within tables may not sum due to rounding.

The accompanying unaudited consolidated financial statements and related notes should be read in conjunction with the audited consolidated financial statements of the Company and related notes included in the Company's Annual Report on Form 10-K for the fiscal year ended April 30, 2021. The Company's fiscal years 2022, 2021, and 2020 will end or ended on April 29, 2022, April 30, 2021, and April 24, 2020, respectively. Fiscal year 2021 was a 53-week year, with the extra week having occurred in the first fiscal month of the first quarter.

2. New Accounting Pronouncements

Recently Adopted

For the three and nine months ended January 28, 2022, there were no newly adopted accounting pronouncements that had a material impact to our consolidated financial statements. As of January 28, 2022, there are no recently issued but not yet adopted accounting pronouncements that are expected to materially impact our consolidated financial statements.

3. Revenue

The Company's revenues are principally derived from device-based medical therapies and services related to cardiac rhythm disorders, cardiovascular disease, renal disease, neurological disorders and diseases, spinal conditions and musculoskeletal trauma, chronic pain, urological and digestive disorders, ear, nose, and throat conditions, and diabetes conditions as well as advanced and general surgical care products, respiratory and monitoring solutions, and neurological surgery technologies. The Company's primary customers include healthcare systems, clinics, third-party healthcare providers, distributors, and other institutions, including governmental healthcare programs and group purchasing organizations.

During the fourth quarter of fiscal year 2021, the Company realigned its divisions within Cardiovascular. As a result, fiscal year 2021 revenue has been recast to adjust for these realignments. Additionally, the Company implemented a new operating model in fiscal year 2021, which was fully operational beginning in the fourth quarter.

The table below illustrates net sales by segment and division for the three and nine months ended January 28, 2022 and January 29, 2021:

	Three months ended		Nine months ended	
(in millions)	**January 28, 2022**	**January 29, 2021**	**January 28, 2022**	**January 29, 2021**
Cardiac Rhythm & Heart Failure	$ 1,402	$ 1,371	$ 4,356	$ 4,045
Structural Heart & Aortic	740	730	2,277	2,090
Coronary & Peripheral Vascular	603	605	1,829	1,730
Cardiovascular	2,745	2,707	8,462	7,865
Surgical Innovations	1,519	1,423	4,570	3,896
Respiratory, Gastrointestinal, & Renal	771	890	2,341	2,502
Medical Surgical	2,290	2,313	6,910	6,399
Cranial & Spinal Technologies	1,102	1,081	3,292	3,096
Specialty Therapies	633	618	1,908	1,653
Neuromodulation	409	426	1,285	1,152
Neuroscience	2,144	2,126	6,484	5,900
Diabetes	584	630	1,741	1,766
Total	$ 7,763	$ 7,775	$ 23,597	$ 21,929

The table below illustrates net sales by market geography for each segment for the three and nine months ended January 28, 2022 and January 29, 2021:

	U.S.[1]		Non-U.S. Developed Markets[2]		Emerging Markets[3]	
	Three months ended		Three months ended		Three months ended	
(in millions)	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021
Cardiovascular	$ 1,297	$ 1,272	$ 935	$ 941	$ 513	$ 493
Medical Surgical	990	959	812	868	488	486
Neuroscience	1,397	1,401	431	444	316	280
Diabetes	255	307	261	268	68	55
Total	$ 3,939	$ 3,939	$ 2,438	$ 2,522	$ 1,385	$ 1,314

	U.S.[1]		Non-U.S. Developed Markets[2]		Emerging Markets[3]	
	Nine months ended		Nine months ended		Nine months ended	
(in millions)	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021
Cardiovascular	$ 4,090	$ 3,854	$ 2,886	$ 2,739	$ 1,486	$ 1,271
Medical Surgical	2,950	2,677	2,521	2,425	1,439	1,297
Neuroscience	4,237	3,934	1,330	1,246	918	720
Diabetes	760	879	780	733	201	154
Total	$ 12,038	$ 11,344	$ 7,517	$ 7,143	$ 4,043	$ 3,443

(1) U.S. includes the United States and U.S. territories.

(2) Non-U.S. developed markets include Japan, Australia, New Zealand, Korea, Canada, and the countries within Western Europe.

(3) Emerging markets include the countries of the Middle East, Africa, Latin America, Eastern Europe, and the countries of Asia that are not included in the non-U.S. developed markets, as defined above.

The amount of revenue recognized is reduced by sales rebates and returns. Adjustments to rebates and returns reserves are recorded as increases or decreases to revenue. At January 28, 2022, $1.0 billion of rebates were classified as *other accrued expenses*, and $553 million of rebates were classified as a reduction of *accounts receivable* in the consolidated balance sheet. At April 30, 2021, $906 million of rebates were classified as *other accrued expenses,* and $485 million of rebates were classified as a reduction of *accounts receivable* in the consolidated balance sheet.

Deferred Revenue and Remaining Performance Obligations

The Company records a deferred revenue liability if a customer pays consideration, or the Company has the right to invoice, before the Company transfers a good or service to the customer. Deferred revenue at January 28, 2022 and April 30, 2021 was $392 million and $368 million, respectively. At January 28, 2022 and April 30, 2021, $296 million and $276 million was included in *other accrued expenses,* respectively, and $97 million and $93 million was included in *other liabilities,* respectively. During the nine months ended January 28, 2022, the Company recognized $192 million of revenue that was included in deferred revenue as of April 30, 2021.

Remaining performance obligations include goods and services that have not yet been delivered or provided under existing, noncancellable contracts with minimum purchase commitments. At January 28, 2022, the estimated revenue expected to be recognized in future periods related to unsatisfied performance obligations for executed contracts with an original duration of one year or more was approximately $1.0 billion. The Company expects to recognize revenue on the majority of these remaining performance obligations over the next four years.

4. Acquisitions

During the nine months ended January 28, 2022 and the three and nine months ended January 29, 2021, the Company had acquisitions that were accounted for as business combinations. The assets and liabilities of the businesses acquired were recorded and consolidated on the acquisition date at their respective fair values. Goodwill resulting from business combinations is largely attributable to future, yet to be defined technologies, new customer relationships, existing workforce of the acquired businesses, and synergies expected to arise after the Company's acquisition of these businesses. The pro forma impact of these acquisitions was not significant, either individually or in the aggregate, to the consolidated results of the Company for the nine months ended January 28, 2022 and the three and nine months ended January 29, 2021. The results of operations of acquired businesses have been included in the Company's consolidated statements of income since the date each business was acquired. For the three and nine months ended January 28, 2022 and January 29, 2021, purchase price allocation adjustments were not significant.

Fiscal Year 2022

The acquisition date fair value of net assets acquired during the nine months ended January 28, 2022 was $125 million, consisting of $154 million of assets acquired and $29 million of liabilities assumed. Based upon preliminary valuations, assets acquired were primarily comprised of $50 million of technology-based intangible assets with estimated useful lives ranging from 15 to 16 years and $80 million of goodwill. The goodwill is not deductible for tax purposes. The Company recognized $31 million of contingent consideration liabilities in connection with business combinations during the nine months ended January 28, 2022, which are comprised of revenue and product development milestone-based payments.

Fiscal Year 2021

The acquisition date fair value of net assets acquired during the nine months ended January 29, 2021 was $1.2 billion, consisting of $1.3 billion of assets acquired and $159 million of liabilities assumed. Based upon preliminary valuations, assets acquired were primarily comprised of $407 million of technology-based intangible assets with estimated useful lives ranging from 8 to 15 years and $805 million of goodwill. The goodwill is not deductible for tax purposes. The Company recognized $253 million of contingent consideration liabilities in connection with business combinations during the nine months ended January 29, 2021, which are comprised of revenue and product development milestone-based payments. Additionally, during the nine months ended January 29, 2021, the Company recognized a gain of $132 million related to a change in amounts accrued for certain contingent liabilities from a past acquisition. The benefit was recognized in *other operating (income) expense, net* in the consolidated statements of income as the purchase accounting was finalized in fiscal year 2020.

Acquired In-Process Research & Development (IPR&D)

IPR&D with no alternative future use acquired outside of a business combination is expensed immediately. During the three months ended January 28, 2022, IPR&D acquired in connection with asset acquisitions was not significant. During the nine months ended January 28, 2022, the Company acquired $101 million of IPR&D in connection with asset acquisitions, which was recognized in *research and development expense* in the consolidated statements of income. During the three and nine months ended January 29, 2021, IPR&D acquired in connection with asset acquisitions was not significant.

Contingent Consideration

Certain of the Company’s business combinations involve potential payment of future consideration that is contingent upon the achievement of certain product development milestones and/or contingent on the acquired business reaching certain performance milestones. A liability is recorded for the estimated fair value of the contingent consideration on the acquisition date. The fair value of the contingent consideration is remeasured at each reporting period, and the change in fair value is recognized within *other operating (income) expense, net* in the consolidated statements of income. Contingent consideration payments made soon after the acquisition date are classified as investing activities in the consolidated statements of cash flows. Contingent consideration payments not made soon after the acquisition date that are related to the acquisition date fair value are reported as financing activities in the consolidated statements of cash flows, and amounts paid in excess of the original acquisition date fair value are reported as operating activities in the consolidated statements of cash flows.

The fair value of contingent consideration at January 28, 2022 and April 30, 2021 was $147 million and $270 million, respectively. At January 28, 2022, $42 million was recorded in *other accrued expenses*, and $105 million was recorded in *other liabilities* in the consolidated balance sheet. At April 30, 2021, $78 million was recorded in *other accrued expenses*, and $192 million was recorded in *other liabilities* in the consolidated balance sheet.

The following table provides a reconciliation of the beginning and ending balances of contingent consideration:

	Three months ended		Nine months ended	
(in millions)	**January 28, 2022**	**January 29, 2021**	**January 28, 2022**	**January 29, 2021**
Beginning balance	$ 269	$ 461	$ 270	$ 280
Purchase price contingent consideration	—	95	31	253
Purchase price allocation adjustments	—	—	25	—
Payments	(41)	(127)	(83)	(129)
Change in fair value	(81)	11	(97)	36
Ending balance	$ 147	$ 440	$ 147	$ 440

The fair value of contingent consideration is measured using projected payment dates, discount rates, probabilities of payment, and projected revenues (for revenue-based consideration). Projected revenues are based on the Company's most recent internal operational budgets and long-range strategic plans. Changes in projected payment dates, discount rates, probabilities of payment, and projected revenues may result in adjustments to the fair value measurement. The recurring Level 3 fair value measurements of contingent consideration for which a liability is recorded include the following significant unobservable inputs:

(in millions)	Fair Value at January 28, 2022	Unobservable Input	Range	Weighted Average [(1)]
		Discount rate	11.2% - 27.2%	14.6%
Revenue and other performance-based payments	$114	Probability of payment	30% - 100%	98.8%
		Projected fiscal year of payment	2022 - 2027	2024
		Discount rate	5.5%	5.5%
Product development and other milestone-based payments	$33	Probability of payment	70% - 100%	83.4%
		Projected fiscal year of payment	2022 - 2025	2024

(1) Unobservable inputs were weighted by the relative fair value of the contingent consideration liability. For projected fiscal year of payment, the amount represents the median of the inputs and is not a weighted average.

5. Restructuring and Other Costs

Enterprise Excellence

In the third quarter of fiscal year 2018, the Company announced its Enterprise Excellence restructuring program. Further program details are described in Note 4 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the fiscal year ended April 30, 2021. Since inception, the Company has incurred pre-tax exit and disposal costs and other costs, across all segments, of $1.5 billion in connection with the Enterprise Excellence program. In total, the Company estimates it will recognize approximately $1.6 billion to $1.8 billion of exit and disposal costs and other costs related to the Enterprise Excellence program, and the majority of the remaining estimated charges are expected to be incurred by the end of this fiscal year.
For the three and nine months ended January 28, 2022, the Company recognized net charges of $65 million and $201 million, of which $26 million and $90 million, respectively, were recognized within *cost of products sold* and $28 million and $85 million, respectively, were recognized within *selling, general, and administrative expense* in the consolidated statements of income. For the three and nine months ended January 29, 2021, the Company recognized net charges of $77 million and $241 million, of which $36 million and $95 million, respectively, were recognized within *cost of products sold* and $30 million and $125 million, respectively, were recognized within *selling, general, and administrative expense* in the consolidated statements of income.

The following table summarizes the activity related to the Enterprise Excellence restructuring program for the nine months ended January 28, 2022:

(in millions)	Employee Termination Benefits	Associated Costs[1]	Other Costs	Total
April 30, 2021	$ 64	$ 18	$ 1	$ 83
Charges	31	175	—	206
Cash payments	(32)	(177)	—	(210)
Accrual adjustments[2]	(5)	—	—	(5)
January 28, 2022	$ 58	$ 16	$ 1	$ 74

(1) Associated costs include costs incurred as a direct result of the restructuring program, such as salaries for employees supporting the program and consulting expenses.
(2) Accrual adjustments relate to certain employees identified for termination finding other positions within the Company and contract terminations being settled for less than originally estimated.

Simplification

In the first quarter of fiscal year 2021, the Company initiated the Simplification restructuring program. Further program details are described in Note 4 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the fiscal year ended April 30, 2021. Since inception, the Company has incurred pre-tax exit and disposal costs and other costs, across all segments, of $307 million in connection with the Simplification program. In total, the Company estimates it will recognize approximately $400 million to $450 million of exit and disposal costs and other costs related to the Simplification program, and the majority of the remaining estimated charges are expected to be incurred by the end of this fiscal year.

For the three and nine months ended January 28, 2022, the Company recognized net charges of $15 million and $39 million, respectively, of which $12 million and $28 million were recognized within *selling, general, and administrative expense* in the consolidated statements of income. For the three and nine months ended January 29, 2021, the Company recognized net charges of $84 million and $229 million, respectively. For the nine months ended January 29, 2021, the net charges included $97 million of incremental defined benefit pension and post-retirement related expenses for employees that accepted voluntary early retirement packages within *restructuring charges, net* in the consolidated statements of income. The net charges for the three and nine months ended January 29, 2021 also included $11 million and $14 million, respectively, within *selling, general, and administrative expense* in the consolidated statements of income.

The following table summarizes the activity related to the Simplification restructuring program for nine months ended January 28, 2022:

(in millions)	Employee Termination Benefits	Associated Costs[1]	Total
April 30, 2021	$ 59	$ 4	$ 63
Charges	17	28	45
Cash payments	(61)	(30)	(91)
Accrual adjustments[2]	(6)	—	(6)
January 28, 2022	$ 9	$ 2	$ 11

(1) Associated costs include costs incurred as a direct result of the restructuring program, such as salaries for employees supporting the program and consulting expenses.

(2) Accrual adjustments relate to certain employees identified for termination finding other positions within the Company.

Mechanical Circulatory Support (MCS)

On June 3, 2021, the Company announced the decision to stop the distribution and sale of the Medtronic HVAD System in light of a growing body of observational clinical comparisons indicating a lower frequency of neurological adverse events and mortality with another circulatory support device available to patients compared to the HVAD system. In connection with this decision, the Company recorded charges of $726 million (MCS charges) within the Cardiovascular segment during the three months ended July 30, 2021, including $58 million recognized in *costs of products sold* and $668 million recognized within *other operating (income) expense, net* in the consolidated statement of income. The charges included $515 million of non-cash impairments and write-downs primarily related to $409 million of intangible asset impairments and $58 million of inventory write-downs. The Company also recorded charges of $211 million for commitments and obligations associated with the decision, which included charges for patient support obligations, restructuring, and other associated costs. As of January 28, 2022, accruals were recorded in the consolidated balance sheet for these obligations, with $64 million reflected in *other accrued expenses* and $19 million recorded in *other liabilities*. Medtronic remains committed to serving the needs of the approximately 4,000 patients currently implanted with the HVAD system.

6. Financial Instruments

Debt Securities

The Company holds investments in marketable debt securities that are classified and accounted for as available-for-sale and are remeasured on a recurring basis. The following tables summarize the Company's investments in available-for-sale debt securities by significant investment category and the related consolidated balance sheet classification at January 28, 2022 and April 30, 2021:

	January 28, 2022					
	Valuation				Balance Sheet Classification	
(in millions)	Cost	Unrealized Gains	Unrealized Losses	Fair Value	Investments	Other Assets
Level 1:						
U.S. government and agency securities	$ 515	$ 11	$ (2)	$ 525	$ 525	$ —
Level 2:						
Corporate debt securities	4,964	39	(40)	4,963	4,963	—
U.S. government and agency securities	1,010	—	(17)	993	993	—
Mortgage-backed securities	620	7	(15)	612	612	—
Non-U.S. government and agency securities	17	—	—	18	18	—
Certificates of deposit	45	—	—	45	45	—
Other asset-backed securities	588	1	(2)	587	587	—
Total Level 2	7,244	48	(74)	7,218	7,218	—
Level 3:						
Auction rate securities	36	—	(3)	33	—	33
Total available-for-sale debt securities	$ 7,796	$ 59	$ (79)	$ 7,776	$ 7,742	$ 33

	April 30, 2021					
	Valuation				Balance Sheet Classification	
(in millions)	Cost	Unrealized Gains	Unrealized Losses	Fair Value	Investments	Other Assets
Level 1:						
U.S. government and agency securities	$ 505	$ 26	$ (3)	$ 528	$ 528	$ —
Level 2:						
Corporate debt securities	4,557	103	(13)	4,647	4,647	—
U.S. government and agency securities	810	—	(7)	804	804	—
Mortgage-backed securities	645	21	(16)	650	650	—
Non-U.S. government and agency securities	31	1	—	33	33	—
Certificates of deposit	19	—	—	19	19	—
Other asset-backed securities	534	4	(1)	537	537	—
Debt funds	7	—	—	7	7	—
Total Level 2	6,603	129	(36)	6,696	6,696	—
Level 3:						
Auction rate securities	36	—	(3)	33	—	33
Total available-for-sale debt securities	$ 7,144	$ 155	$ (42)	$ 7,257	$ 7,224	$ 33

The amortized cost of debt securities excludes accrued interest, which is reported in *other current assets* in the consolidated balance sheets.

The following tables present the gross unrealized losses and fair values of the Company's available-for-sale debt securities that have been in a continuous unrealized loss position deemed to be temporary, aggregated by investment category at January 28, 2022 and April 30, 2021:

	January 28, 2022			
	Less than 12 months		More than 12 months	
(in millions)	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
U.S. government and agency securities	$ —	$ —	$ 551	$ (19)
Corporate debt securities	—	—	1,676	(40)
Mortgage-backed securities	—	—	289	(15)
Other asset-backed securities	—	—	309	(2)
Auction rate securities	—	—	33	(3)
Total	$ —	$ —	$ 2,858	$ (79)

	April 30, 2021			
	Less than 12 months		More than 12 months	
(in millions)	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
U.S. government and agency securities	$ 946	$ (10)	$ —	$ —
Corporate debt securities	—	—	3,209	(13)
Mortgage-backed securities	—	—	650	(16)
Other asset-backed securities	—	—	531	(1)
Auction rate securities	—	—	33	(3)
Total	$ 946	$ (10)	$ 4,423	$ (32)

The Company reviews the fair value hierarchy classification on a quarterly basis. Changes in the ability to observe valuation inputs may result in a reclassification of levels for certain securities within the fair value hierarchy. There were no transfers into or out of Level 3 during the three and nine months ended January 28, 2022 and January 29, 2021. When a determination is made to classify an asset or liability within Level 3, the determination is based upon the significance of the unobservable inputs to the overall fair value measurement.

Activity related to the Company's available-for-sale debt securities portfolio is as follows:

	Three months ended		Nine months ended	
(in millions)	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021
Proceeds from sales	$ 2,481	$ 2,406	$ 7,052	$ 6,740
Gross realized gains	3	4	15	12
Gross realized losses	(6)	(4)	(10)	(11)

The January 28, 2022 balance of available-for-sale debt securities by contractual maturity is shown in the following table. Within the table, maturities of mortgage-backed securities have been allocated based upon timing of estimated cash flows assuming no change in the current interest rate environment. Actual maturities may differ from contractual maturities because the issuers of the securities may have the right to prepay obligations without prepayment penalties.

(in millions)	January 28, 2022
Due in one year or less	$ 2,208
Due after one year through five years	3,337
Due after five years through ten years	1,540
Due after ten years	691
Total	$ 7,776

Equity Securities, Equity Method Investments, and Other Investments

The Company holds investments in equity securities with readily determinable fair values, equity investments without readily determinable fair values, investments accounted for under the equity method, and other investments. Equity securities with readily determinable fair values are included in Level 1 of the fair value hierarchy, as they are measured using quoted market prices. Equity method investments and investments without readily determinable fair values are included within Level 3 of the fair value hierarchy due to the use of significant unobservable inputs to determine fair value. To determine the fair value of these investments, the Company uses all pertinent financial information available related to the investees, including financial statements, market participant valuations from recent and proposed equity offerings, and other third-party data.

The following table summarizes the Company's equity and other investments at January 28, 2022 and April 30, 2021, which are classified as *other assets* in the consolidated balance sheets:

(in millions)	January 28, 2022	April 30, 2021
Investments with readily determinable fair value (marketable equity securities)	$ 64	$ 74
Investments without readily determinable fair values	679	537
Equity method and other investments	84	76
Total equity and other investments	$ 827	$ 687

The table below includes activity related to the Company's portfolio of equity and other investments. Gains and losses on equity and other investments are recognized in *other non-operating income, net* in the consolidated statements of income.

	Three months ended		Nine months ended	
(in millions)	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021
Proceeds from sales	$ 15	$ 10	$ 82	$ 11
Gross gains	29	18	99	32
Gross losses	(28)	—	(48)	(2)
Impairment losses recognized	—	—	(10)	(2)

During the three and nine months ended January 28, 2022, there were $1 million and $8 million of net unrealized gains, respectively, on equity securities and other investments still held at January 28, 2022. During the three and nine months ended January 29, 2021, there were $17 million and $28 million, respectively, of net unrealized gains on equity securities and other investments still held at January 29, 2021.

7. Financing Arrangements

Commercial Paper

The Company maintains commercial paper programs that allow the Company to issue U.S. dollar or Euro-denominated unsecured commercial paper notes. The aggregate amount outstanding at any time under the commercial paper programs may not exceed the equivalent of $3.5 billion. No commercial paper was outstanding at January 28, 2022 and April 30, 2021. The issuance of commercial paper reduces the amount of credit available under the Company's existing Credit Facility, as defined below.

Line of Credit

The Company has a $3.5 billion five-year unsecured revolving credit facility (Credit Facility), which provides back-up funding for the commercial paper programs described above. The Credit Facility includes a multi-currency borrowing feature for certain specified foreign currencies. At January 28, 2022 and April 30, 2021, no amounts were outstanding under the Credit Facility.

Interest rates on advances on the Credit Facility are determined by a pricing matrix, based on the Company’s long-term debt ratings, assigned by Standard & Poor’s Ratings Services and Moody’s Investors Service. Facility fees are payable on the Credit Facility and are determined in the same manner as the interest rates. The Company is in compliance with the covenants under the Credit Facility.

Debt Obligations

The Company's debt obligations consisted of the following:

(in millions)	Maturity by Fiscal Year	January 28, 2022	April 30, 2021
Current debt obligations	2022 - 2023	$ 865	$ 11
Long-term debt			
0.000 percent three-year 2019 senior notes	2023	—	907
0.375 percent four-year 2019 senior notes	2023	1,695	1,813
0.000 percent two-year 2020 senior notes	2023	1,412	1,511
3.500 percent ten-year 2015 senior notes	2025	1,890	1,890
0.250 percent six-year 2019 senior notes	2026	1,130	1,209
0.000 percent five-year 2020 senior notes	2026	1,130	1,209
1.125 percent eight-year 2019 senior notes	2027	1,695	1,813
3.350 percent ten-year 2017 senior notes	2027	368	368
0.375 percent eight-year 2020 senior notes	2029	1,130	1,209
1.625 percent twelve-year 2019 senior notes	2031	1,130	1,209
1.000 percent twelve-year 2019 senior notes	2032	1,130	1,209
0.750 percent twelve-year 2020 senior notes	2033	1,130	1,209
4.375 percent twenty-year 2015 senior notes	2035	1,932	1,932
6.550 percent thirty-year 2007 CIFSA senior notes	2038	253	253
2.250 percent twenty-year 2019 senior notes	2039	1,130	1,209
6.500 percent thirty-year 2009 senior notes	2039	158	158
1.500 percent twenty-year 2019 senior notes	2040	1,130	1,209
5.550 percent thirty-year 2010 senior notes	2040	224	224
1.375 percent twenty-year 2020 senior notes	2041	1,130	1,209
4.500 percent thirty-year 2012 senior notes	2042	105	105
4.000 percent thirty-year 2013 senior notes	2043	305	305
4.625 percent thirty-year 2014 senior notes	2044	127	127
4.625 percent thirty-year 2015 senior notes	2045	1,813	1,813
1.750 percent thirty-year 2019 senior notes	2050	1,130	1,209
1.625 percent thirty-year 2020 senior notes	2051	1,130	1,209
Finance lease obligations	2022 - 2036	58	62
Deferred financing costs	2022 - 2051	(113)	(125)
Debt discount, net	2022 - 2051	(61)	(75)
Long-term debt		$ 24,290	$ 26,378

Senior Notes

The Company has outstanding unsecured senior obligations, described as senior notes in the tables above (collectively, the Senior Notes). The Senior Notes rank equally with all other unsecured and unsubordinated indebtedness of the Company. The Company is in compliance with all covenants related to the Senior Notes.

In September 2020, Medtronic Global Holdings S.C.A. (Medtronic Luxco) issued six tranches of Euro-denominated Senior Notes with an aggregate principal of €6.3 billion, with maturities ranging from fiscal year 2023 to fiscal year 2051, resulting in cash proceeds of approximately $7.2 billion, net of discounts and issuance costs. The Company used the net proceeds of the offering to fund the early redemption of $4.3 billion of Medtronic Inc. and CIFSA Senior Notes and €1.5 billion of Medtronic Luxco Senior Notes for $6.3 billion of total consideration in October 2020. Additionally, the Company used the proceeds to repay its €750 million floating rate senior notes at maturity in March 2021. The Company recognized a loss on debt extinguishment of $308 million during the second quarter of fiscal year

2021, which primarily included cash premiums and accelerated amortization of deferred financing costs and debt discounts and premiums. The loss was recognized in *interest expense* in the consolidated statement of income.

The Euro-denominated debt issued in September 2020 is designated as a net investment hedge of certain of the Company's European operations. Refer to Note 8 for additional information regarding the net investment hedge.

Term Loan Agreements

On May 12, 2020, Medtronic Luxco entered into a term loan agreement (Loan Agreement) by and among Medtronic Luxco, Medtronic plc, Medtronic, Inc., and Mizuho Bank, Ltd. as administrative agent and as lender. The Loan Agreement provides an unsecured term loan in an aggregate principal amount of up to ¥300 billion, with a term of six months and the option to extend for an additional six months at Medtronic Luxco's option. On May 13, 2020, Medtronic Luxco borrowed the entire amount of the term loan under the Loan Agreement. The Japanese Yen-denominated debt was designated as a net investment hedge for certain of the Company's Japanese operations. Borrowings under the Loan Agreement carried interest at the TIBOR Rate (as defined in the Loan Agreement) plus a margin of 0.50% per annum. Medtronic plc and Medtronic, Inc. guaranteed the obligations of Medtronic Luxco under the Loan Agreement. On November 12, 2020, the Company exercised its option to extend the term loan for an additional six months. During the fourth quarter of fiscal year 2021, the Company de-designated the Yen-denominated debt as a net investment hedge and repaid the term loan in full, including interest.

Financial Instruments Not Measured at Fair Value

At January 28, 2022, the estimated fair value of the Company's Senior Notes was $26.5 billion compared to a principal value of $25.3 billion. At April 30, 2021, the estimated fair value was $28.6 billion compared to a principal value of $26.5 billion. The fair value was estimated using quoted market prices for the publicly registered Senior Notes, which are classified as Level 2 within the fair value hierarchy. The fair values and principal values consider the terms of the related debt and exclude the impacts of debt discounts and hedging activity.

8. Derivatives and Currency Exchange Risk Management

The Company uses operational and economic hedges, including currency exchange rate derivative contracts and interest rate derivative instruments, to manage the impact of currency exchange and interest rate changes on earnings and cash flows. In addition, the Company uses cross currency interest rate swaps to manage currency risk related to certain debt. In order to minimize earnings and cash flow volatility resulting from currency exchange rate changes, the Company enters into derivative instruments, principally forward currency exchange rate contracts. These contracts are designed to hedge anticipated foreign currency transactions and changes in the value of specific assets and liabilities. At inception of the contract, the derivative is designated as either a freestanding derivative or a cash flow hedge. Currencies of our derivative instruments include the Euro, Japanese Yen, Chinese Yuan, and others. The Company does not enter into currency exchange rate derivative contracts for speculative purposes. The gross notional amount of all currency exchange rate derivative instruments outstanding was $15.2 billion and $14.7 billion at January 28, 2022 and April 30, 2021, respectively.

The Company also uses derivative and non-derivative instruments to manage the impact of currency exchange rate changes on net investments in foreign currency-denominated operations. The information that follows explains the various types of derivatives and financial instruments used by the Company, reasons the Company uses such instruments, and the impact such instruments have on the Company's consolidated balance sheets and statements of income.

Freestanding Derivative Contracts

Freestanding derivative contracts are primarily used to offset the Company's exposure to the change in value of specific foreign-currency-denominated assets and liabilities, and to offset variability of cash flows associated with forecasted transactions denominated in foreign currencies. The gross notional amount of the Company's freestanding currency exchange rate contracts outstanding at January 28, 2022 and April 30, 2021 was $5.3 billion and $5.7 billion, respectively. The Company's freestanding currency exchange rate contracts are not designated as hedges, and therefore, changes in the value of these contracts are recognized in earnings, thereby offsetting the current earnings effect of the related change in value of foreign-currency-denominated assets, liabilities, and cash flows.

The Company also uses total return swaps to hedge the liability of a non-qualified deferred compensation plan. The gross notional amount of the Company's total return swaps outstanding at January 28, 2022 and April 30, 2021 was $256 million and $243 million, respectively. The Company's total return swaps are not designated as hedges, and therefore, changes in the value of these instruments are recognized in earnings. The cash flows related to the Company's freestanding derivative contracts are reported as operating or financing activities, depending on the nature of the underlying hedged item, in the consolidated statements of cash flows.

Cash Flow Hedges

Forward contracts designated as cash flow hedges are designed to hedge the variability of cash flows associated with forecasted transactions denominated in a foreign currency that will take place in the future. The gross notional amount of these contracts, designated as cash flow hedges, outstanding at January 28, 2022 and April 30, 2021 was $9.9 billion and $9.0 billion, respectively, and will mature within the subsequent three-year period. For derivative instruments that are designated and qualify as a cash flow hedge, the gain or loss on the derivative instrument is reported as a component of *accumulated other comprehensive loss*. The gain or loss on the derivative instrument is reclassified into earnings and is included in *other operating (income) expense, net* or *cost of products sold* in the consolidated statements of income in the same period or periods during which the hedged transaction affects earnings. Amounts excluded from the measurement of hedge effectiveness are recognized in earnings in the current period. The cash flows related to all of the Company's derivative instruments designated as cash flow hedges are reported as operating activities in the consolidated statements of cash flows.

At January 28, 2022 and April 30, 2021, the Company had $116 million in after-tax net unrealized gains and $253 million in after-tax net unrealized losses, respectively, associated with cash flow hedging instruments recorded in *accumulated other comprehensive loss*. The Company expects that $123 million of after-tax net unrealized gains at January 28, 2022 will be recognized in the consolidated statements of income over the next 12 months.

Net Investment Hedges

The Company has designated Euro-denominated debt as a net investment hedge of certain of its European operations to manage the exposure to currency and exchange rate movements for foreign currency-denominated net investments in foreign operations. At January 28, 2022, the Company had €16.0 billion, or $18.1 billion, of outstanding Euro-denominated debt designated as a hedge of its net investment in certain of its European operations. The Euro-denominated debt will mature in fiscal years 2023 through 2051.

For instruments that are designated and qualify as net investment hedges, the gains or losses are reported as a component of *accumulated other comprehensive loss*. The gains or losses are reclassified into earnings upon a liquidation event or deconsolidation of the foreign subsidiary. Amounts excluded from the assessment of effectiveness are recognized in *other operating (income) expense, net*. The cash flows related to the Company's derivative instruments designated as net investment hedges are reported as investing activities in the consolidated statements of cash flows.

Gains and Losses on Hedging Instruments and Derivatives not Designated as Hedging Instruments

The amount of the gains and losses on our hedging instruments and derivative instruments not designated as hedging instruments and the classification of those gains and losses within our consolidated financial statements for the three and nine months ended January 28, 2022 and January 29, 2021 were as follows:

(in millions)	(Gain) Loss Recognized in Accumulated Other Comprehensive Income				(Gain) Loss Reclassified into Income				Location of (Gain) Loss in Income Statement
	Three months ended		Nine months ended		Three months ended		Nine months ended		
	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021	
Cash flow hedges									
Currency exchange rate contracts	$ (180)	$ 230	$ (502)	$ 632	$ (56)	$ 17	$ (51)	$ (38)	Other operating (income) expense, net
Currency exchange rate contracts	41	52	84	101	17	4	42	4	Cost of products sold
Net investment hedges	(475)	587	(1,254)	1,863	—	—	—	—	N/A
Total	$ (614)	$ 869	$ (1,672)	$ 2,596	$ (39)	$ 21	$ (9)	$ (34)	

(in millions)	(Gain) Loss Recognized in Income Three months ended January 28, 2022	 January 29, 2021	(Gain) Loss Recognized in Income Nine months ended January 28, 2022	 January 29, 2021	Location of (Gain) Loss in Income Statement
Derivatives not designated as hedging instruments					
Currency exchange rate contracts	$ (34)	$ 47	$ (67)	$ 172	Other operating (income) expense, net
Total return swaps	10	(26)	(15)	(54)	Other operating (income) expense, net
Total	$ (24)	$ 21	$ (82)	$ 118	

Balance Sheet Presentation

The following tables summarize the balance sheet classification and fair value of derivative instruments included in the consolidated balance sheets at January 28, 2022 and April 30, 2021. The fair value amounts are presented on a gross basis and are segregated between derivatives that are designated and qualify as hedging instruments and those that are not designated and do not qualify as hedging instruments and are further segregated by type of contract within those two categories.

(in millions)	Fair Value - Assets January 28, 2022	 April 30, 2021	 Classification	Fair Value - Liabilities January 28, 2022	 April 30, 2021	 Classification
Derivatives designated as hedging instruments						
Currency exchange rate contracts	$ 227	$ 49	Other current assets	$ 80	$ 190	Other accrued expenses
Currency exchange rate contracts	84	22	Other assets	62	94	Other liabilities
Total derivatives designated as hedging instruments	311	70		142	285	
Derivatives not designated as hedging instruments						
Currency exchange rate contracts	15	14	Other current assets	20	11	Other accrued expenses
Total return swaps	—	18	Other current assets	15	—	Other accrued expenses
Total derivatives not designated as hedging instruments	15	32		35	11	
Total derivatives	$ 326	$ 102		$ 177	$ 296	

The following table provides information by level for the derivative assets and liabilities that are measured at fair value on a recurring basis.

(in millions)	January 28, 2022		April 30, 2021	
	Level 1	Level 2	Level 1	Level 2
Derivative assets	$ 326	$ —	$ 85	$ 18
Derivative liabilities	162	15	296	—

The Company has elected to present the fair value of derivative assets and liabilities within the consolidated balance sheets on a gross basis, even when derivative transactions are subject to master netting arrangements and may otherwise qualify for net presentation. The cash flows related to collateral posted and received are reported gross as investing and financing activities, respectively, in the consolidated statements of cash flows.

The following tables provide information as if the Company had elected to offset the asset and liability balances of derivative instruments, netted in accordance with various criteria as stipulated by the terms of the master netting arrangements with each of the counterparties. Derivatives not subject to master netting arrangements are not eligible for net presentation.

	January 28, 2022			
		Gross Amount Not Offset on the Balance Sheet		
(in millions)	Gross Amount of Recorded Assets (Liabilities)	Financial Instruments	Cash Collateral Posted (Received)	Net Amount
Derivative assets:				
Currency exchange rate contracts	$ 326	$ (104)	$ (30)	$ 192
Derivative liabilities:				
Currency exchange rate contracts	(162)	104	12	(46)
Total return swaps	(15)	—	—	(15)
	(177)	104	12	(61)
Total	$ 149	$ —	$ (18)	$ 131

	April 30, 2021			
		Gross Amount Not Offset on the Balance Sheet		
(in millions)	Gross Amount of Recorded Assets (Liabilities)	Financial Instruments	Cash Collateral Posted (Received)	Net Amount
Derivative assets:				
Currency exchange rate contracts	$ 85	$ (83)	$ —	$ 1
Total return swaps	18	—	—	18
	102	(83)	—	19
Derivative liabilities:				
Currency exchange rate contracts	(296)	83	46	(167)
Total	$ (193)	$ —	$ 46	$ (148)

9. Inventories

Inventory balances, net of reserves, were as follows:

(in millions)	January 28, 2022	April 30, 2021
Finished goods	$ 2,997	$ 2,906
Work in-process	687	611
Raw materials	830	796
Total	$ 4,514	$ 4,313

10. Goodwill and Other Intangible Assets

Goodwill

The following table presents the changes in the carrying amount of goodwill by segment:

(in millions)	Cardiovascular	Medical Surgical	Neuroscience	Diabetes	Total
April 30, 2021	$ 7,209	$ 21,195	$ 11,300	$ 2,257	$ 41,961
Goodwill as a result of acquisitions	55	—	26	—	80
Purchase accounting adjustments	26	3	3	(2)	30
Currency translation and other	(58)	(575)	(92)	(1)	(726)
January 28, 2022	$ 7,232	$ 20,623	$ 11,237	$ 2,254	$ 41,346

The Company assesses goodwill for impairment annually as of the first day of the third quarter of the fiscal year and whenever an event occurs or circumstances change that would indicate that the carrying amount may be impaired. Impairment testing for goodwill is performed at the reporting unit level. The test for impairment of goodwill requires the Company to make several estimates related to projected future cash flows to determine the fair value of the goodwill reporting units. The Company calculates the excess of each reporting unit's fair value over its carrying amount, including goodwill, utilizing a discounted cash flow analysis. Internal operational budgets and long-range strategic plans are used as a basis for the cash flow analysis. The Company also utilizes assumptions for working capital, capital expenditures, and terminal growth rates. The discount rate applied to the cash flow analysis is based on the weighted average cost of capital ("WACC") for each reporting unit. An impairment loss is recognized when the carrying amount of the reporting unit's net assets exceeds the estimated fair value of the reporting unit. The Company did not recognize any goodwill impairments during the three and nine months ended January 28, 2022 and January 29, 2021.

Intangible Assets

The following table presents the gross carrying amount and accumulated amortization of intangible assets:

	January 28, 2022		April 30, 2021	
(in millions)	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Definite-lived:				
Customer-related	$ 16,990	$ (6,775)	$ 17,036	$ (6,058)
Purchased technology and patents	10,834	(5,506)	11,286	(5,156)
Trademarks and tradenames	474	(262)	475	(251)
Other	78	(66)	82	(68)
Total	$ 28,376	$ (12,609)	$ 28,879	$ (11,533)
Indefinite-lived:				
IPR&D	$ 311	$ —	$ 394	$ —

The Company assesses definite-lived intangible assets for impairment whenever events or changes in circumstances indicate that the carrying value of an intangible asset (asset group) may not be recoverable. When events or changes in circumstances indicate that the carrying value of an intangible asset may not be recoverable, the Company calculates the excess of an intangible asset's carrying value over its undiscounted future cash flows. If the carrying value is not recoverable, an impairment loss is recognized based on the amount by which the carrying value exceeds the fair value. During the nine months ended January 28, 2022, the Company recognized $409 million of definite-lived intangible asset charges in connection with MCS within the Cardiovascular Portfolio. Refer to Note 5 Restructuring and Other Costs for additional information on what led to the impairment. Intangible asset impairment charges are recognized in o*ther operating (income) expense, net* in the consolidated statements of income. The Company did not recognize any definite-lived intangible asset charges during the three months ended January 28, 2022 and the three and nine months ended January 29, 2021.

The Company assesses indefinite-lived intangibles for impairment annually in the third quarter of the fiscal year and whenever an event occurs or circumstances change that would indicate that the carrying value may be impaired. The Company did not recognize any indefinite-lived intangible asset impairments during the three and nine months ended January 29, 2021. Indefinite-lived intangible asset impairments were not significant for the three and nine months ended January 28, 2022. Due to the nature of IPR&D projects, the Company may experience future delays or failures to obtain regulatory approvals to conduct clinical trials, failures of clinical trials, delays or failures to obtain required market clearances, other failures to achieve a commercially viable product, or the discontinuation of certain projects, and as a result, may recognize impairment losses in the future.

Amortization Expense

Intangible asset amortization expense for the three months ended January 28, 2022 and January 29, 2021 was $432 million and $453 million, respectively. For the nine months ended January 28, 2022 and January 29, 2021, intangible asset amortization expense was $1.3 billion. Estimated aggregate amortization expense by fiscal year based on the carrying value of definite-lived intangible assets at January 28, 2022, excluding any possible future amortization associated with acquired IPR&D which has not yet met technological feasibility, is as follows:

(in millions)	Amortization Expense
Remaining 2022	$ 430
2023	1,663
2024	1,629
2025	1,606
2026	1,592
2027	1,568

11. Income Taxes

The Company's effective tax rate for the three and nine months ended January 28, 2022 was 6.7 percent and 8.8 percent, respectively, as compared to (4.8) percent and 2.8 percent for the three and nine months ended January 29, 2021, respectively. The increase in our effective tax rate for the three and nine months ended January 28, 2022, as compared to the corresponding periods in the prior fiscal year, was primarily due to the impact of year-over-year changes in operational results by jurisdiction, the $106 million net tax benefit associated with the resolution of an audit at the IRS Appellate level for fiscal years 2012 through 2014, and the $83 million benefit related to the capitalization of certain research and development costs for U.S. income tax purposes recorded during the three and nine months ended January 29, 2021 as compared to the $82 million net deferred tax benefit associated with a step up in tax basis for Swiss Cantonal purposes recorded during the three and nine months ended January 28, 2022.

At both January 28, 2022 and April 30, 2021, the Company's gross unrecognized tax benefits were $1.7 billion. In addition, the Company had accrued gross interest and penalties of $114 million at January 28, 2022. If all of the Company’s unrecognized tax benefits were recognized, approximately $1.6 billion would impact the Company’s effective tax rate. At January 28, 2022 and April 30, 2021, the amount of the Company's gross unrecognized tax benefits, net of cash advance, recorded as a noncurrent liability within *accrued income taxes* on the consolidated balance sheets was $820 million and $809 million, respectively. The Company recognizes interest and penalties related to income tax matters within *income tax provision* in the consolidated statements of income and records the liability within either current or noncurrent *accrued income taxes* on the consolidated balance sheets.

Refer to Note 16 to the consolidated financial statements for additional information regarding the status of current tax audits and proceedings.

12. Earnings Per Share

Basic earnings per share is computed based on the weighted average number of ordinary shares outstanding. Diluted earnings per share is computed based on the weighted number of ordinary shares outstanding, increased by the number of additional shares that would have been outstanding had the potentially dilutive ordinary shares been issued, and reduced by the number of shares the Company could have repurchased with the proceeds from issuance of the potentially dilutive shares. Potentially dilutive ordinary shares include stock-based awards granted under stock-based compensation plans and shares committed to be purchased under the employee stock purchase plan.

The table below sets forth the computation of basic and diluted earnings per share:

	Three months ended		Nine months ended	
(in millions, except per share data)	**January 28, 2022**	**January 29, 2021**	**January 28, 2022**	**January 29, 2021**
Numerator:				
Net income attributable to ordinary shareholders	$ 1,480	$ 1,270	$ 3,554	$ 2,246
Denominator:				
Basic – weighted average shares outstanding	1,343.7	1,346.4	1,344.4	1,344.2
Effect of dilutive securities:				
Employee stock options	5.2	7.3	7.3	6.0
Employee restricted stock units	1.3	2.0	1.8	2.2
Other	0.1	0.3	0.5	0.3
Diluted – weighted average shares outstanding	1,350.3	1,356.0	1,353.9	1,352.7
Basic earnings per share	$ 1.10	$ 0.94	$ 2.64	$ 1.67
Diluted earnings per share	$ 1.10	$ 0.94	$ 2.63	$ 1.66

The calculation of weighted average diluted shares outstanding excludes options to purchase approximately 6 million and 4 million ordinary shares for the three and nine months ended January 28, 2022, respectively, and 2 million and 6 million for the three and nine months ended January 29, 2021, respectively, because their effect would have been anti-dilutive on the Company's earnings per share.

13. Stock-Based Compensation

The following table presents the components and classification of stock-based compensation expense for stock options, restricted stock, performance share units, and employee stock purchase plan shares recognized for the three and nine months ended January 28, 2022 and January 29, 2021:

	Three months ended		Nine months ended	
(in millions)	**January 28, 2022**	**January 29, 2021**	**January 28, 2022**	**January 29, 2021**
Stock options	$ 13	$ 10	$ 58	$ 61
Restricted stock	45	41	139	144
Performance share units	13	7	63	42
Employee stock purchase plan	7	7	28	28
Total stock-based compensation expense	$ 78	$ 65	$ 287	$ 275
Cost of products sold	$ 8	$ 7	$ 29	$ 28
Research and development expense	9	7	32	30
Selling, general, and administrative expense	62	51	227	217
Total stock-based compensation expense	78	65	287	275
Income tax benefits	(13)	(11)	(51)	(46)
Total stock-based compensation expense, net of tax	$ 65	$ 54	$ 236	$ 229

14. Retirement Benefit Plans

The Company sponsors various retirement benefit plans, including defined benefit pension plans, post-retirement medical plans, defined contribution savings plans, and termination indemnity plans, covering substantially all U.S. employees and many employees outside the U.S. The net periodic benefit cost of the defined benefit pension plans included the following components for the three and nine months ended January 28, 2022 and January 29, 2021:

	U.S.		Non-U.S.	
	Three months ended		Three months ended	
(in millions)	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021
Service cost	$ 25	$ 26	$ 16	$ 17
Interest cost	26	28	7	7
Expected return on plan assets	(57)	(60)	(16)	(13)
Amortization of net actuarial loss	16	17	5	6
Net periodic benefit cost	$ 10	$ 11	$ 12	$ 17

	U.S.		Non-U.S.	
	Nine months ended		Nine months ended	
(in millions)	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021
Special termination benefits	$ —	$ 80	$ —	$ —
Service cost	75	80	48	51
Interest cost	78	82	21	20
Expected return on plan assets	(171)	(182)	(48)	(41)
Amortization of net actuarial loss	48	52	15	18
Net periodic benefit cost	$ 30	$ 112	$ 36	$ 48

Components of net periodic benefit cost other than the service component are recognized in *other non-operating income, net* in the consolidated statements of income.

During fiscal year 2021, as part of the Simplification restructuring program, the Company offered certain eligible U.S. employees voluntary early retirement packages, resulting in incremental expense of $97 million recognized during the nine months ended January 29, 2021. Of this amount, $73 million related to U.S. pension benefits, $11 million related to defined contribution plans, $11 million related to U.S. post-retirement benefits, and $2 million related to cash payments and administrative fees. See Note 5 for additional information on the Simplification restructuring program.

15. Accumulated Other Comprehensive Loss

The following table provides changes in AOCI, net of tax, and by component:

(in millions)	Unrealized Gain (Loss) on Investment Securities	Cumulative Translation Adjustments	Net Investment Hedges	Net Change in Retirement Obligations	Unrealized Gain (Loss) on Cash Flow Hedges	Total Accumulated Other Comprehensive (Loss) Income
April 30, 2021	$ 92	$ (519)	$ (1,458)	$ (1,347)	$ (253)	$ (3,485)
Other comprehensive income (loss) before reclassifications	(112)	(960)	1,254	10	364	556
Reclassifications	(2)	—	—	46	5	49
Other comprehensive income (loss)	(114)	(960)	1,254	56	369	605
January 28, 2022	$ (22)	$ (1,479)	$ (204)	$ (1,291)	$ 116	$ (2,879)

(in millions)	Unrealized Gain (Loss) on Investment Securities	Cumulative Translation Adjustment	Net Investment Hedges	Net Change in Retirement Obligations	Unrealized Gain (Loss) on Cash Flow Hedges	Total Accumulated Other Comprehensive (Loss) Income
April 24, 2020	$ —	$ (2,210)	$ 236	$ (1,852)	$ 266	$ (3,560)
Other comprehensive income (loss) before reclassifications	138	1,943	(1,863)	(26)	(589)	(397)
Reclassifications	(1)	—	—	54	(18)	35
Other comprehensive income (loss)	137	1,943	(1,863)	28	(607)	(362)
January 29, 2021	$ 137	$ (267)	$ (1,627)	$ (1,824)	$ (341)	$ (3,922)

The income tax on gains and losses on investment securities in other comprehensive income before reclassifications during the nine months ended January 28, 2022 and January 29, 2021 was a benefit of $18 million and an expense of $40 million, respectively. During the nine months ended January 28, 2022 and January 29, 2021, there was no income tax on realized gains and losses on investment securities reclassified from AOCI. When realized, gains and losses on investment securities reclassified from AOCI are recognized within *other non-operating income, net*. Refer to Note 6 to the consolidated financial statements for additional information.

For the nine months ended January 28, 2022 and January 29, 2021 the income tax on cumulative translation adjustment was a benefit of $4 million and an expense of $7 million, respectively.

During the nine months ended January 28, 2022 and January 29, 2021, there were no tax impacts on net investment hedges. Refer to Note 8 to the consolidated financial statements for additional information.

The net change in retirement obligations in other comprehensive income includes amortization of net actuarial losses included in net periodic benefit cost. During the nine months ended January 28, 2022 and January 29, 2021, the net change in retirement obligations in other comprehensive income before reclassifications resulted in income tax expense of $3 million and income tax benefit of $8 million, respectively. During the nine months ended January 28, 2022 and January 29, 2021, the gains and losses on defined benefit and pension items reclassified from AOCI were reduced by income taxes of $14 million and $12 million, respectively. When realized, net gains and losses on defined benefit and pension items reclassified from AOCI are recognized within *other non-operating income, net*. Refer to Note 14 to the consolidated financial statements for additional information.

The income tax on unrealized gains and losses on cash flow hedges in other comprehensive income before reclassifications during the nine months ended January 28, 2022 and January 29, 2021 was an expense of $51 million and a benefit of $145 million, respectively. During the nine months ended January 28, 2022 and January 29, 2021, gains and losses on cash flow hedges reclassified from AOCI were reduced by income taxes of $11 million and $6 million, respectively. When realized, gains and losses on currency exchange rate contracts reclassified from AOCI are recognized within *other operating (income) expense, net* or *cost of products sold,* and gains and losses on forward starting interest rate derivatives reclassified from AOCI are recognized within *interest expense.* Refer to Note 8 to the consolidated financial statements for additional information.

16. Commitments and Contingencies

Legal Matters

The Company and its affiliates are involved in a number of legal actions involving product liability, employment, intellectual property and commercial disputes, shareholder related matters, environmental proceedings, tax disputes, and governmental proceedings and investigations, including those described below. With respect to governmental proceedings and investigations, like other companies in our industry, the Company is subject to extensive regulation by national, state, and local governmental agencies in the United States and in other jurisdictions in which the Company and its affiliates operate. As a result, interaction with governmental agencies is ongoing. The Company's standard practice is to cooperate with regulators and investigators in responding to inquiries. The outcomes of legal actions are not within the Company's complete control and may not be known for prolonged periods of time. In some actions, the enforcement agencies or private claimants seek damages, as well as other civil or criminal remedies (including injunctions barring the sale of products that are the subject of the proceeding), that could require significant expenditures, result in lost revenues, or limit the Company's ability to conduct business in the applicable jurisdictions.

The Company records a liability in the consolidated financial statements on an undiscounted basis for loss contingencies related to legal actions when a loss is known or considered probable and the amount may be reasonably estimated. If the reasonable estimate of a known or probable loss is a range, and no amount within the range is a better estimate than any other, the minimum amount of the range is accrued. If a loss is reasonably possible but not known or probable, and may be reasonably estimated, the estimated loss or range of loss is disclosed. When determining the estimated loss or range of loss, significant judgment is required. Estimates of probable losses resulting from litigation and governmental proceedings involving the Company are inherently difficult to predict, particularly when the matters are in early procedural stages with incomplete scientific facts or legal discovery, involve unsubstantiated or indeterminate claims for damages, potentially involve penalties, fines or punitive damages, or could result in a change in business practice. The Company classifies litigation charges and gains related to significant legal matters as certain litigation charges. During the three and nine months ended January 28, 2022, the Company recognized $35 million and $95 million, respectively, of certain litigation charges. During the three and nine months ended January 29, 2021, the Company recognized $122 million and $118 million, respectively, of certain litigation charges. At January 28, 2022 and April 30, 2021, accrued litigation was approximately $0.3 billion and $0.4 billion, respectively. The ultimate cost to the Company with respect to accrued litigation could be materially different than the amount of the current estimates and accruals and could have a material adverse impact on the Company's consolidated earnings, financial position, and/or cash flows. The Company includes accrued litigation in *other accrued expenses* and *other liabilities* on the consolidated balance sheets. While it is not possible to predict the outcome for most of the legal matters discussed below, the Company believes it is possible that the costs associated with these matters could have a material adverse impact on the Company's consolidated earnings, financial position, and/or cash flows.

Product Liability Matters

Pelvic Mesh Litigation

The Company is currently involved in litigation in various state and federal courts against manufacturers of pelvic mesh products alleging personal injuries resulting from the implantation of those products. Two subsidiaries of Covidien supplied pelvic mesh products to one of the manufacturers, C.R. Bard (Bard), named in the litigation. The litigation includes a federal multi-district litigation in the U.S. District Court for the Northern District of West Virginia and cases in various state courts and jurisdictions outside the U.S. Generally, complaints allege design and manufacturing claims, failure to warn, breach of warranty, fraud, violations of state consumer protection laws and loss of consortium claims. In fiscal year 2016, Bard paid the Company $121 million towards the settlement of 11,000 of these claims. In May 2017, the agreement with Bard was amended to extend the terms to apply to up to an additional 5,000 claims. That agreement does not resolve the dispute between the Company and Bard with respect to claims that do not settle, if any. As part of the agreement, the Company and Bard agreed to dismiss without prejudice their pending litigation with respect to Bard's obligation to defend and indemnify the Company. The Company estimates law firms representing approximately 16,200 claimants have asserted or may assert claims involving products manufactured by Covidien's subsidiaries. As of February 3, 2022, the Company had reached agreements to settle approximately 15,900 of these claims. The Company's accrued expenses for this matter are included within accrued litigation as discussed above.

Hernia Mesh Litigation

Starting in fiscal year 2020, plaintiffs began filing lawsuits against certain subsidiaries of the Company in U.S. state and federal courts alleging personal injury from hernia mesh products sold by those subsidiaries. The majority of the pending cases are in Massachusetts state court, where they have been consolidated before a single judge. Certain plaintiffs' law firms have advised the Company that they have filed a large volume of cases and may file additional cases in the future. The pending lawsuits relate almost entirely to hernia mesh products that have not been subject to recalls, withdrawals, or other adverse regulatory action. The Company has not recorded an expense related to damages in connection with these matters because any potential loss is not currently probable or reasonably estimable. Additionally, the Company is unable to reasonably estimate the range of loss, if any, that may result from these matters.

Patent Litigation

Sasso

The Company is involved in litigation in Indiana relating to certain patent and royalty disputes with Dr. Sasso under agreements originally entered into in 1999 and 2001. On November 28, 2018, a jury in Indiana state court returned a verdict against the Company for approximately $112 million. In June 2021, pursuant to an order from the state court, the Company paid the judgment plus accrued interest to Dr. Sasso. During the third quarter of fiscal year 2022, the Company exhausted its appeals, bringing this matter to a conclusion.

Environmental Proceedings

The Company is involved in various stages of investigation and cleanup related to environmental remediation matters at a number of sites. These projects relate to a variety of activities, including removal of solvents, metals and other hazardous substances from soil and groundwater. The ultimate cost of site cleanup and timing of future cash flows is difficult to predict given uncertainties regarding the extent of the required cleanup, the interpretation of applicable laws and regulations, and alternative cleanup methods.

The Company is a successor to a company which owned and operated a chemical manufacturing facility in Orrington, Maine from 1967 until 1982, and is responsible for the costs of completing an environmental site investigation as required by the Maine Department of Environmental Protection (MDEP). MDEP served a compliance order on Mallinckrodt LLC and U.S. Surgical Corporation, subsidiaries of Covidien, in December 2008, which included a directive to remove a significant volume of soils at the site. After a hearing on the compliance order before the Maine Board of Environmental Protection (Maine Board) to challenge the terms of the compliance order, the Maine Board modified the MDEP order and issued a final order requiring removal of two landfills, capping of the remaining three landfills, installation of a groundwater extraction system and long-term monitoring of the site and the three remaining landfills. The Company has proceeded with remediation in accordance with the MDEP order as modified by the Maine Board order.

Since the early 2000s, the Company or its predecessors have also been involved in a lawsuit filed in the U.S. District Court for the District of Maine by the Natural Resources Defense Council and the Maine People’s Alliance. Plaintiffs sought an injunction requiring the Company's predecessor to conduct extensive studies of mercury contamination of the Penobscot River and Bay and options for remediating such contamination, and to perform appropriate remedial activities, if necessary.

Following a trial in March 2002, the Court held that conditions in the Penobscot River and Bay may pose an imminent and substantial endangerment and that the Company’s predecessor was liable for the cost of performing a study of the River and Bay. Following a second trial in June 2014, the Court ordered that further engineering study and engineering design work was needed to determine the nature and extent of remediation in the Penobscot River and Bay. The Court also appointed an engineering firm to conduct such studies and issue a report on potential remediation alternatives. In connection with these proceedings, reports have been produced including a variety of cost estimates for a variety of potential remedial options. In March 2021, the parties notified the Court that they had agreed on a settlement in principle of all issues in this matter. Finalization of the proposed settlement remains subject to Court approval.

The Company's accrued expenses for environmental proceedings are included within accrued litigation as discussed above.

Income Taxes

In March 2009, the IRS issued its audit report on Medtronic, Inc. for fiscal years 2005 and 2006. Medtronic, Inc. reached agreement with the IRS on some, but not all matters related to these fiscal years. The remaining unresolved issue for fiscal years 2005 and 2006 relates to the allocation of income between Medtronic, Inc. and its wholly-owned subsidiary operating in Puerto Rico, which is one of the Company's key manufacturing sites. The U.S. Tax Court reviewed this dispute, and on June 9, 2016, issued its opinion with respect to the allocation of income between the parties for fiscal years 2005 and 2006. The U.S. Tax Court generally rejected the IRS's position, but also made certain modifications to the Medtronic, Inc. tax returns as filed. On April 21, 2017, the IRS filed their Notice of Appeal to the U.S. Court of Appeals for the 8th Circuit regarding the Tax Court Opinion. Oral argument for the Appeal occurred on March 14, 2018. The 8th Circuit Court of Appeals issued their opinion on August 16, 2018 and remanded the case back to the U.S. Tax Court for additional factual findings. The U.S. Tax Court trial relating to the issues remanded by the 8th Circuit Court of Appeals concluded during June 2021. The parties are awaiting the Tax Court decision, which will remain subject to appeal by either party upon its issuance.

The IRS has issued its audit reports on Medtronic, Inc. for fiscal years 2007 through 2016. Medtronic, Inc. and the IRS have reached agreement on all significant issues except for the allocation of income between Medtronic, Inc. and its wholly-owned subsidiary operating in Puerto Rico for the businesses that are the subject of the U.S. Tax Court Case for fiscal years 2005 and 2006.

Medtronic, Inc.'s fiscal years 2017, 2018, and 2019 U.S. federal income tax returns are currently being audited by the IRS.

Covidien LP (a wholly owned subsidiary of Medtronic plc) has either reached agreement with the IRS or the statute of limitations has lapsed on their U.S. federal income tax returns through fiscal year 2018.

While it is not possible to predict the outcome for most of the income tax matters discussed above, the Company believes it is possible that charges associated with these matters could have a material adverse impact on the Company’s consolidated earnings, financial position, and/or cash flows.

Refer to Note 11 for additional discussion of income taxes.

Guarantees

In the normal course of business, the Company and/or its affiliates periodically enter into agreements that require one or more of the Company and/or its affiliates to indemnify customers or suppliers for specific risks, such as claims for injury or property damage arising as a result of the Company or its affiliates’ products, the negligence of the Company's personnel, or claims alleging that the Company's products infringe on third-party patents or other intellectual property. The Company also offers warranties on various products. The Company’s maximum exposure under these guarantees is unable to be estimated. Historically, the Company has not experienced significant losses on these types of guarantees.

The Company believes the ultimate resolution of the above guarantees is not expected to have a material effect on the Company’s consolidated earnings, financial position, and/or cash flows.

17. Segment and Geographic Information

Segment disclosures are on a performance basis consistent with internal management reporting. Net sales of the Company's reportable segments include end-customer revenues from the sale of products the segment develops, manufactures, and distributes. The Company’s management evaluates performance of the segments and allocates resources based on net sales and segment operating profit. Segment operating profit represents income before income taxes, excluding interest expense, amortization of intangible assets, centralized distribution costs, non-operating income or expense items, certain corporate charges, and other items not allocated to the segments.

The accounting policies of the reportable segments are the same as those described in the summary of significant accounting policies in Note 1 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the fiscal year ended April 30, 2021. Certain depreciable assets may be recorded by one segment, while the depreciation expense is allocated to another segment. The allocation of depreciation expense is based on the proportion of the assets used by each segment.

Effective February 1, 2021, the Company implemented a new operating model, moving from a Group structure to a Portfolio structure: Cardiovascular Portfolio (formerly Cardiac and Vascular Group), Neuroscience Portfolio (formerly Restorative Therapies Group), and Medical Surgical Portfolio (formerly Minimally Invasive Therapies Group). The Diabetes Operating Unit (formerly Diabetes Group) remains a separate operating and reportable segment in the new structure. There were no changes to the reportable segments during the fiscal year ended April 30, 2021, such that the four principal operating and reportable segments are as follows: Cardiovascular Portfolio, Neuroscience Portfolio, Medical Surgical Portfolio, and Diabetes Operating Unit.

The following tables present reconciliations of financial information from the segments to the applicable line items in the Company's consolidated financial statements:

Segment Operating Profit

	Three months ended		Nine months ended	
(in millions)	**January 28, 2022**	**January 29, 2021**	**January 28, 2022**	**January 29, 2021**
Cardiovascular	$ 1,077	$ 994	$ 3,333	$ 2,745
Medical Surgical	923	890	2,746	2,120
Neuroscience	903	861	2,753	2,189
Diabetes	161	177	450	412
Segment operating profit	3,064	2,922	9,282	7,466
Interest expense	(137)	(143)	(410)	(783)
Other non-operating income, net	67	86	244	233
Amortization of intangible assets	(432)	(453)	(1,298)	(1,337)
Corporate	(483)	(398)	(1,347)	(1,222)
Centralized distribution costs	(401)	(458)	(1,382)	(1,398)
Restructuring and associated costs	(78)	(160)	(237)	(466)
Acquisition-related items	50	(35)	(46)	13
Certain litigation charges, net	(35)	(122)	(95)	(118)
MCS impairments / costs	—	—	(726)	—
Medical device regulations	(25)	(21)	(70)	(58)
Income before income taxes	$ 1,589	$ 1,220	$ 3,915	$ 2,329

Geographic Information

Net sales are attributed to the country based on the location of the customer taking possession of the products or in which the services are rendered. The following table presents net sales for the three and nine months ended January 28, 2022 and January 29, 2021 for the Company's country of domicile, countries with significant concentrations, and all other countries:

	Three months ended		Nine months ended	
(in millions)	**January 28, 2022**	**January 29, 2021**	**January 28, 2022**	**January 29, 2021**
Ireland	$ 24	$ 25	$ 76	$ 74
United States	3,939	3,939	12,038	11,344
Rest of world	3,800	3,811	11,483	10,511
Total other countries, excluding Ireland	7,739	7,750	23,521	21,855
Total	$ 7,763	$ 7,775	$ 23,597	$ 21,929

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

UNDERSTANDING OUR FINANCIAL INFORMATION

The following discussion and analysis provides information management believes to be relevant to understanding the financial condition and results of operations of Medtronic plc and its subsidiaries (Medtronic plc, Medtronic, or the Company, or we, us, or our). For a full understanding of financial condition and results of operations, you should read this discussion along with Management’s Discussion and Analysis of Financial Condition and Results of Operations in our Annual Report on Form 10-K for the fiscal year ended April 30, 2021. In addition, you should read this discussion along with our consolidated financial statements and related notes thereto at and for the three and nine months ended January 28, 2022. Amounts reported in millions within this quarterly report are computed based on the amounts in thousands, and therefore, the sum of the components may not equal the total amount reported in millions due to rounding. Additionally, certain columns and rows within tables may not sum due to rounding.

Financial Trends

Throughout this Management’s Discussion and Analysis, we present certain financial measures that we use to evaluate the operational performance of the Company and as a basis for strategic planning; however, such financial measures are not presented in our financial statements prepared in accordance with accounting principles generally accepted in the United States (U.S.) (U.S. GAAP). These financial measures are considered "non-GAAP financial measures" and are intended to supplement, and should not be considered as superior to, financial measures presented in accordance with U.S. GAAP. We generally use non-GAAP financial measures to facilitate management's review of the operational performance of the Company and as a basis for strategic planning. We believe that non-GAAP financial measures provide information useful to investors in understanding the Company's underlying operational performance and trends and may facilitate comparisons with the performance of other companies in the medical technologies industry.

As presented in the GAAP to Non-GAAP Reconciliations section below, our non-GAAP financial measures exclude the impact of certain charges or benefits that contribute to or reduce earnings and that may affect financial trends and include certain charges or benefits that result from transactions or events that we believe may or may not recur with similar materiality or impact to our operations in future periods (Non-GAAP Adjustments).

In the event there is a Non-GAAP Adjustment recognized in our operating results, the tax cost or benefit attributable to that item is separately calculated and reported. Because the effective rate can be significantly impacted by the Non-GAAP Adjustments that take place during the period, we often refer to our tax rate using both the effective rate and the non-GAAP nominal tax rate (Non-GAAP Nominal Tax Rate). The Non-GAAP Nominal Tax Rate is calculated as the income tax provision, adjusted for the impact of Non-GAAP Adjustments, as a percentage of income before income taxes, excluding Non-GAAP Adjustments.

Free cash flow is a non-GAAP financial measure calculated by subtracting property, plant, and equipment additions from operating cash flows.

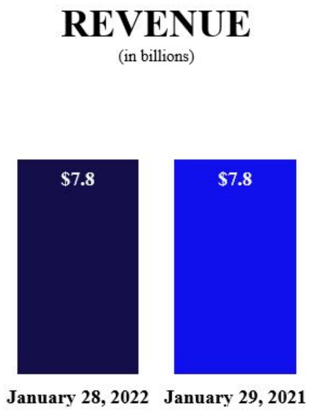
Refer to the “GAAP to Non-GAAP Reconciliations," "Income Taxes," and "Free Cash Flow" sections for reconciliations of the non-GAAP financial measures to their most directly comparable financial measures prepared in accordance with U.S. GAAP.

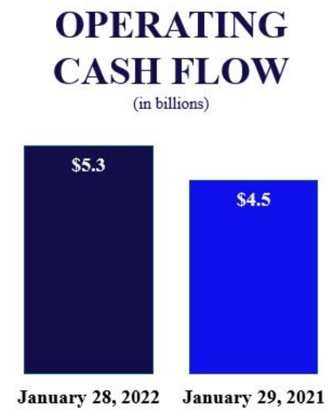
EXECUTIVE LEVEL OVERVIEW

Medtronic is the leading global healthcare technology company — alleviating pain, restoring health, and extending life for millions of people around the world. Our primary products include those for cardiac rhythm disorders, cardiovascular disease, advanced and general surgical care, respiratory and monitoring solutions, renal care, neurological disorders, spinal conditions and musculoskeletal trauma, urological and digestive disorders, and ear, nose, and throat, and diabetes conditions.

The global healthcare system is continuing to respond to the unprecedented challenge posed by the COVID-19 pandemic ("COVID-19" or the "pandemic"). Most of our businesses were affected by a decline in global procedural volumes during fiscal year 2021, particularly in the first and second quarters. During the first quarter of fiscal year 2022, most of our businesses performed at or above pre-COVID-19 levels, while also experiencing a slowdown in elective procedures in certain businesses and geographies in the final weeks of the quarter as a result of the Delta variant of COVID-19. In the second quarter of fiscal year 2022, certain international markets saw procedural recovery from the resurgence experienced in prior quarters. However, particularly in the U.S., the COVID-19 resurgence as well as healthcare system staffing shortages impacted our revenue results for the three months ended October 29, 2021. During the third quarter of fiscal year 2022, the Omicron variant surge of COVID-19 impacted our hospital procedure volumes, particularly in the U.S., as well as created acute absenteeism with our customers, suppliers, and in our own operations and field teams. We cannot predict with confidence the duration and severity of the pandemic and its impact on global procedure volumes. We expect medical procedure rates may continue to vary by therapy and country and to be impacted by regional COVID-19 case volumes, vaccine and booster immunization rates, and new COVID-19 variants. Additionally, we cannot predict the impact healthcare system staffing shortages may have on procedural volumes, and supply chain disruptions may have on the business.

The following is a summary of revenue and diluted earnings per share for the three months ended January 28, 2022 and January 29, 2021, and operating cash flow for the nine months ended January 28, 2022 and January 29, 2021:





$7.8B
GAAP

Revenue remained flat primarily due to the Omicron COVID-19 impact during the quarter.

$1.10
GAAP

Diluted EPS increased $0.16 or 17% primarily due to the decrease in cost of products sold, decrease in restructuring expense, and changes in fair value of contingent consideration resulting in net gains.

$1.37
Non-GAAP

Non-GAAP Diluted EPS increased $0.08 or 6% primarily due to the decrease in cost of products sold due to higher COVID-19 costs and charges associated with field corrective actions in the prior year.

$5.3B
GAAP

Operating cash flow increased $0.8 billion primarily driven by an increase in cash collected from customers as a result of the recovery in revenue year-to-date partially offset by an increase in cash paid to employees due to higher annual incentive payouts for prior year performance.

GAAP to Non-GAAP Reconciliations The tables below present our GAAP to Non-GAAP reconciliations for the three months ended January 28, 2022 and January 29, 2021:

(in millions, except per share data)	Three months ended January 28, 2022				
	Income Before Income Taxes	Income Tax Provision (Benefit)	Net Income Attributable to Medtronic	Diluted EPS	Effective Tax Rate
GAAP	$ 1,589	$ 106	$ 1,480	$ 1.10	6.7 %
Non-GAAP Adjustments:					
Restructuring and associated costs (1)	78	15	63	0.05	19.2
Acquisition-related items (2)	(50)	2	(51)	(0.04)	(4.0)
Certain litigation charges	35	9	27	0.02	25.7
(Gain)/loss on minority investments (3)	2	(1)	3	—	(50.0)
Medical device regulations (4)	25	5	20	0.01	20.0
Amortization of intangible assets	432	67	365	0.27	15.5
Certain tax adjustments, net (5)	—	59	(59)	(0.04)	—
Non-GAAP	$ 2,112	$ 262	$ 1,846	$ 1.37	12.4 %

(in millions, except per share data)	Three months ended January 29, 2021				
	Income Before Income Taxes	Income Tax Provision (Benefit)	Net Income Attributable to Medtronic	Diluted EPS	Effective Tax Rate
GAAP	$ 1,220	$ (59)	$ 1,270	$ 0.94	(4.8)%
Non-GAAP Adjustments:					
Restructuring and associated costs (1)	160	42	117	0.09	26.9
Acquisition-related items (2)	35	3	32	0.02	8.6
Certain litigation charges	122	21	101	0.07	17.2
(Gain)/loss on minority investments (3)	(18)	—	(15)	(0.01)	16.7
Medical device regulations (4)	21	4	17	0.01	19.0
Amortization of intangible assets	453	73	380	0.28	16.1
Certain tax adjustments, net (5)	—	150	(150)	(0.11)	—
Non-GAAP	$ 1,993	$ 234	$ 1,753	$ 1.29	11.7 %

(1) Associated costs include costs incurred as a direct result of the restructuring program, such as salaries for employees supporting the program and consulting expenses.

(2) The charges primarily include business combination costs, changes in fair value of contingent consideration, and specifically for the three months ended January 28, 2022, certain license payments for unapproved technology.

(3) We exclude unrealized and realized gains and losses on our minority investments as we do not believe that these components of income or expense have a direct correlation to our ongoing or future business operations.

(4) The charges represent incremental costs of complying with the new European Union (E.U.) medical device regulations for previously registered products and primarily include charges for contractors supporting the project and other direct third-party expenses.

(5) For the three months ended January 28, 2022, the tax benefit primarily relates to the deferred tax impact associated with a step up in tax basis for Swiss Cantonal purposes. For the three months ended January 29, 2021, the tax benefit primarily relates to the finalization of an audit at the IRS Appellate level for fiscal years 2012 through 2014 and the capitalization of certain research and development costs for U.S. income tax purposes. For each period, the tax benefits were partially offset by the amortization on previously established deferred tax assets from intercompany intellectual property transactions.

The tables below present our GAAP to Non-GAAP reconciliations for the nine months ended January 28, 2022 and January 29, 2021:

(in millions, except per share data)	Nine months ended January 28, 2022 Income Before Income Taxes	Income Tax Provision (Benefit)	Net Income Attributable to Medtronic	Diluted EPS	Effective Tax Rate
GAAP	$ 3,915	$ 346	$ 3,554	$ 2.63	8.8 %
Non-GAAP Adjustments:					
Restructuring and associated costs (1)	237	46	191	0.14	19.4
Acquisition-related items (2)	46	26	21	0.02	56.5
Certain litigation charges	95	17	78	0.06	17.9
(Gain)/loss on minority investments (3)	(23)	(1)	(19)	(0.01)	4.3
Medical device regulations (4)	70	14	56	0.04	20.0
Amortization of intangible assets	1,298	205	1,093	0.81	15.8
MCS impairments / costs (5)	726	162	564	0.42	22.3
Certain tax adjustments, net (6)	—	(10)	10	0.01	—
Non-GAAP	$ 6,365	$ 806	$ 5,547	$ 4.10	12.7 %

(in millions, except per share data)	Nine months ended January 29, 2021 Income Before Income Taxes	Income Tax Provision (Benefit)	Net Income Attributable to Medtronic	Diluted EPS	Effective Tax Rate
GAAP	$ 2,329	$ 65	$ 2,246	$ 1.66	2.8 %
Non-GAAP Adjustments:					
Restructuring and associated costs (1)	466	109	358	0.26	23.2
Acquisition-related items (2)	(13)	(18)	5	—	138.5
Certain litigation charges	118	23	95	0.07	19.5
(Gain)/loss on minority investments (3)	(28)	—	(23)	(0.02)	17.9
Medical device regulations (4)	58	10	48	0.04	17.2
Amortization of intangible assets	1,337	214	1,123	0.83	16.0
Debt tender premium (7)	308	60	248	0.18	19.5
Certain tax adjustments, net (6)	—	130	(130)	(0.10)	—
Non-GAAP	$ 4,576	$ 593	$ 3,969	$ 2.93	13.0 %

(1) Associated costs include costs incurred as a direct result of the restructuring program, such as salaries for employees supporting the program and consulting expenses.

(2) The charges primarily include business combination costs, changes in fair value of contingent consideration, acquisitions of, or certain license payments for, unapproved technology, and specifically for the nine months ended January 29, 2021, changes in amounts accrued for certain contingent liabilities for recent acquisitions.

(3) We exclude unrealized and realized gains and losses on our minority investments as we do not believe that these components of income or expense have a direct correlation to our ongoing or future business operations.

(4) The charges represent incremental costs of complying with the new E.U. medical device regulations for previously registered products and primarily include charges for contractors supporting the project and other direct third-party expenses.

(5) The charges relate to the Company’s June 2021 decision to stop the distribution and sale of the Medtronic HVAD System within the Mechanical Circulatory Support Operating Unit (MCS). The charges included $515 million of non-cash impairments, primarily related to $409 million of intangible asset impairments, as well as $211 million for commitments and obligations in connection with the decision, including customer support obligations, restructuring, and other associated costs. Medtronic is committed to serving the needs of the approximately 4,000 patients currently implanted with the HVAD System.

(6) For the nine months ended January 28, 2022, the tax charge primarily relates to the amortization on previously established deferred tax assets from intercompany intellectual property transactions and a charge related to a change in the Company's permanent reinvestment assertion on certain historical earnings, which are partially offset by the deferred tax impact associated with a step up in tax basis for Swiss Cantonal purposes. For the nine months ended January 29, 2021, the tax benefit primarily relates to the finalization of an audit at the IRS Appellate level for fiscal years 2012 through 2014 and the capitalization of certain research and development costs for U.S. income tax purposes which are partially offset by the impact of an intercompany sale of assets and the amortization on previously established deferred tax assets from intercompany intellectual property transactions.

(7) The charges relate to the early redemption of approximately $6.0 billion of debt.

Free Cash Flow

Free cash flow, a non-GAAP financial measure, is calculated by subtracting additions to property, plant, and equipment from net cash provided by operating activities. Management uses this non-GAAP financial measure, in addition to U.S. GAAP financial measures, to evaluate our operating results. Free cash flow should be considered supplemental to, and not a substitute for, our reported financial results prepared in accordance with U.S. GAAP. Reconciliations between net cash provided by operating activities (the most comparable U.S. GAAP measure) and free cash flow are as follows:

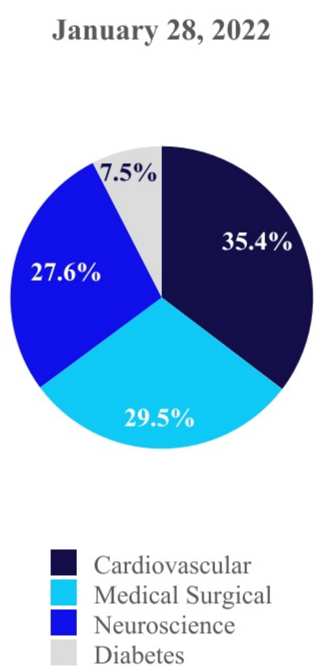
	Nine months ended	
(in millions)	**January 28, 2022**	**January 29, 2021**
Net cash provided by operating activities	$ 5,289	$ 4,495
Additions to property, plant, and equipment	(979)	(978)
Free cash flow	$ 4,310	$ 3,517

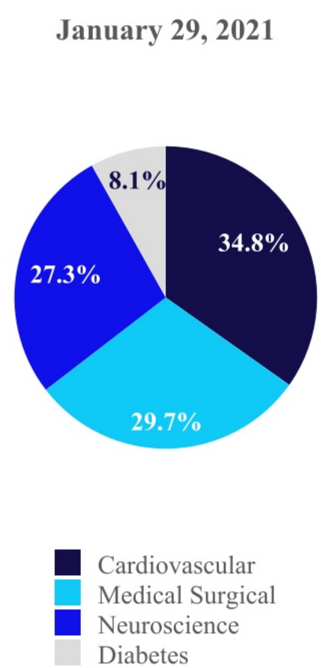
Refer to the Summary of Cash Flows section for drivers of the change in cash provided by operating activities.

NET SALES

Segment and Division

The charts below illustrate the percent of net sales by segment for the three months ended January 28, 2022 and January 29, 2021:



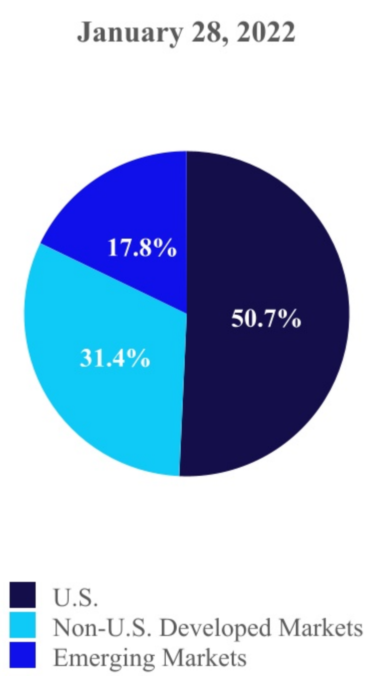


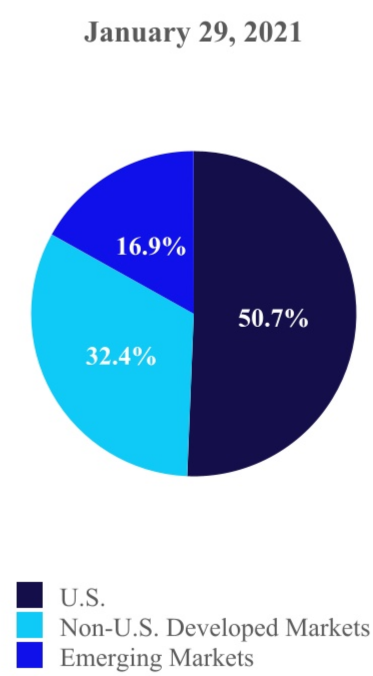
The table below illustrates net sales by segment and division for the three and nine months ended January 28, 2022 and January 29, 2021:

	Three months ended			Nine months ended		
(in millions)	**January 28, 2022**	**January 29, 2021**	**% Change**	**January 28, 2022**	**January 29, 2021**	**% Change**
Cardiac Rhythm & Heart Failure	$ 1,402	$ 1,371	2 %	$ 4,356	$ 4,045	8 %
Structural Heart & Aortic	740	730	1	2,277	2,090	9
Coronary & Peripheral Vascular	603	605	—	1,829	1,730	6
Cardiovascular	2,745	2,707	1	8,462	7,865	8
Surgical Innovations	1,519	1,423	7	4,570	3,896	17
Respiratory, Gastrointestinal, & Renal	771	890	(13)	2,341	2,502	(6)
Medical Surgical	2,290	2,313	(1)	6,910	6,399	8
Cranial & Spinal Technologies	1,102	1,081	2	3,292	3,096	6
Specialty Therapies	633	618	2	1,908	1,653	15
Neuromodulation	409	426	(4)	1,285	1,152	12
Neuroscience	2,144	2,126	1	6,484	5,900	10
Diabetes	584	630	(7)	1,741	1,766	(1)
Total	$ 7,763	$ 7,775	— %	$ 23,597	$ 21,929	8 %

Segment and Market Geography

The charts below illustrate the percent of net sales by market geography for the three months ended January 28, 2022 and January 29, 2021:





The table below includes net sales by market geography for each of our segments for the three and nine months ended January 28, 2022 and January 29, 2021:

	U.S.(1)			Non-U.S. Developed Markets(2)			Emerging Markets(3)		
	Three months ended			Three months ended			Three months ended		
(in millions)	January 28, 2022	January 29, 2021	% Change	January 28, 2022	January 29, 2021	% Change	January 28, 2022	January 29, 2021	% Change
Cardiovascular	$ 1,297	$ 1,272	2 %	$ 935	$ 941	(1)%	$ 513	$ 493	4 %
Medical Surgical	990	959	3	812	868	(6)	488	486	—
Neuroscience	1,397	1,401	—	431	444	(3)	316	280	13
Diabetes	255	307	(17)	261	268	(3)	68	55	24
Total	$ 3,939	$ 3,939	— %	$ 2,438	$ 2,522	(3)%	$ 1,385	$ 1,314	5 %

	U.S.(1)			Non-U.S. Developed Markets(2)			Emerging Markets(3)		
	Nine months ended			Nine months ended			Nine months ended		
(in millions)	January 28, 2022	January 29, 2021	% Change	January 28, 2022	January 29, 2021	% Change	January 28, 2022	January 29, 2021	% Change
Cardiovascular	$ 4,090	$ 3,854	6 %	$ 2,886	$ 2,739	5 %	$ 1,486	$ 1,271	17 %
Medical Surgical	2,950	2,677	10	2,521	2,425	4	1,439	1,297	11
Neuroscience	4,237	3,934	8	1,330	1,246	7	918	720	28
Diabetes	760	879	(14)	780	733	6	201	154	31
Total	$ 12,038	$ 11,344	6 %	$ 7,517	$ 7,143	5 %	$ 4,043	$ 3,443	17 %

(1) U.S. includes the United States and U.S. territories.

(2) Non-U.S. developed markets include Japan, Australia, New Zealand, Korea, Canada, and the countries within Western Europe.

(3) Emerging markets include the countries of the Middle East, Africa, Latin America, Eastern Europe, and the countries of Asia that are not included in the non-U.S. developed markets, as defined above.

Net sales for the three months ended January 28, 2022, as compared to the corresponding period in the prior fiscal year, remained flat both globally and in the U.S, largely driven by the Omicron COVID-19 impact. For the nine months ended January 28, 2022, most of our businesses and geographies experienced growth primarily due to the recovery of global procedure volumes from the downturn experienced in the first and second quarters of fiscal year 2021 as a result of the pandemic. For the three months ended January 28, 2022, currency had an unfavorable impact on emerging markets and non-U.S. developed markets of $22 million and $115 million, respectively. For the nine months ended January 28, 2022, currency had a favorable impact on emerging markets and non-U.S. developed markets of $78 million and $62 million, respectively.

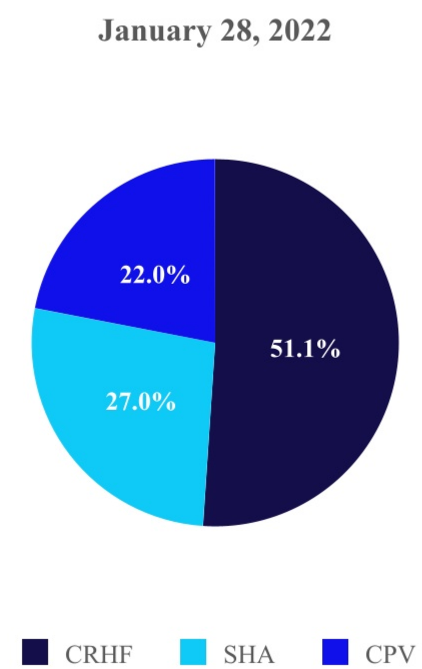
During the fourth quarter of fiscal year 2021, we realigned our divisions within the Cardiovascular Portfolio. As a result, fiscal year 2021 results have been recast to adjust for this realignment. Additionally, in fiscal year 2021 we implemented our new operating model, which was fully operational the beginning of the fourth quarter. Our new operating model simplifies our organization in order to accelerate decision making, improve commercial execution, and more effectively leverage the scale of our company.

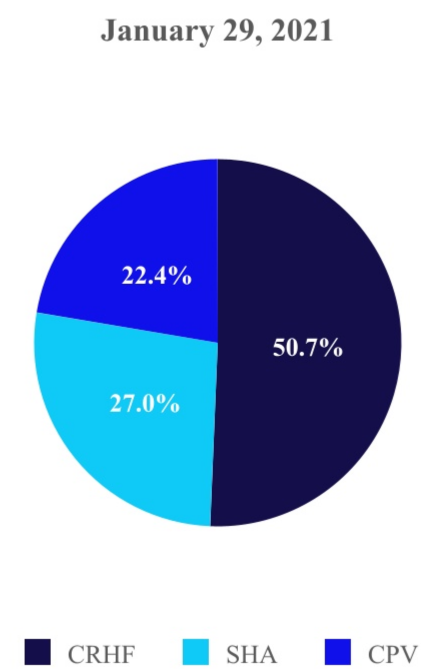
Looking ahead, a number of macro-economic and geopolitical factors could negatively impact our business, including without limitation:

- The uncertain and uneven impact of COVID-19 on future procedural volumes, supply constraints, healthcare staffing, worker absenteeism with our customers, suppliers, and in our own operations and field teams, and resulting impacts on demand for our products and therapies;
- The potential impact that sanctions and other measures being imposed in response to the Russia-Ukraine conflict could have on revenue and supply chain;
- Competitive product launches and pricing pressure, geographic macro-economic risks including general price inflation, reimbursement challenges, impacts from changes in the mix of our product offerings, delays in product registration approvals, replacement cycle challenges, and fluctuations in currency exchange rates; and
- National and provincial tender pricing for certain products, particularly in China.

Cardiovascular

Cardiovascular products include pacemakers, insertable cardiac monitors, cardiac resynchronization therapy devices, implantable cardioverter defibrillators (ICD), leads and delivery systems, ablation products, electrophysiology catheters, products for the treatment of atrial fibrillation, information systems for the management of patients with Cardiac Rhythm & Heart Failure devices, products designed to reduce surgical site infections, coronary and peripheral stents and related delivery systems, balloons and related delivery systems, endovascular stent graft systems, heart valve replacement technologies, cardiac tissue ablation systems, and open heart and coronary bypass grafting surgical products. Cardiovascular also includes Care Management Services and Cath Lab Managed Services (CLMS) within the Cardiac Rhythm & Heart Failure division. Cardiovascular's net sales for the three and nine months ended January 28, 2022 were $2.7 billion and $8.5 billion, respectively, which represents an increase of 1 percent and 8 percent, respectively, compared to the corresponding periods in the prior fiscal year. Currency had an unfavorable impact of $54 million and a favorable impact of $52 million on net sales for the three and nine months ended January 28, 2022, respectively. Cardiovascular experienced modest growth for the three months ended January 28, 2022 primarily driven by the continued global adoption of many products, with partial offsetting declines due to supply challenges and the Omicron variant of COVID-19, particularly in the U.S. The net sales increase for the nine months ended January 28, 2022 was primarily due to the recovery of global procedure volumes from the declines experienced in the corresponding period in the prior year along with growth from recent product launches.
The graphs below illustrate the percent of Cardiovascular net sales by division for the three months ended January 28, 2022 and January 29, 2021:





Cardiac Rhythm & Heart Failure (CRHF) net sales for the three and nine months ended January 28, 2022 increased 2 percent and 8 percent, respectively, as compared to the corresponding periods in the prior fiscal year. The increase for the three and nine months ended was led by Cardiac Rhythm Management with growth in TYRX antibacterial envelopes, CRT-Ds, CRT-P's, and cardiac pacing therapies due to Micra and transvenous pacemakers. Cardiac Ablation Solutions also led growth for both periods with strong sales of Arctic Front cryoablation systems. For both periods, the net sales growth was partially offset by a decline of Medtronic HVAD System net sales as a result of our June 2021 decision to stop the distribution and sale of the system.

Structural Heart & Aortic (SHA) net sales for the three and nine months ended January 28, 2022 increased 1 percent and 9 percent, respectively, as compared to the corresponding periods in the prior fiscal year. The increase in both periods was led by growth in transcatheter aortic valve replacement (TAVR) net sales as a result of continued adoption of the CoreValve Evolut. Cardiac Surgery also contributed to the net increase in sales for both periods as a result of broad-based growth across the business, particularly from strong sales of Extra-Corporeal Life Support (ECLS) devices. For the three months ended January 28, 2022, these increases were partially offset by declines within Aortic caused by field corrective actions (FCA) and COVID-19 challenges. The most notable field corrective actions were for the Valiant Navion Thoracic Stent Graft System FCA issued in the fourth quarter of fiscal year 2021 and the Endurant and Endurant II/IIs Stent Graft Systems FCA issued in the third quarter of fiscal year 2022.

Coronary & Peripheral Vascular (CPV) net sales for the three and nine months ended January 28, 2022 was flat and increased 6 percent, respectively, as compared to the corresponding periods in the prior fiscal year. The increase in nine months ended was led by growth in Peripheral Vascular Health driven by strong performance of the recently launched Abre venous self-expanding stent system for Deep Venous disease, as well as our superficial venous product portfolio, including the VenaSeal and ClosureFast systems. For the three months ended, the aforementioned strengths in Peripheral Vascular Health and superficial venous product portfolio did experience increases however, net sales were flat due to impacts of COVID-19.

In addition to the general impacts of COVID-19 on our Company as described in the Executive Level Overview, looking ahead, we expect Cardiovascular could be affected by the following:

- Continued growth of our Micra transcatheter pacing system. Micra AV received U.S. FDA approval and CE Mark approval in January and April 2020, respectfully. The Micra AV launched in Japan in November and expands the Micra target population from 15 percent to 45 percent of pacemaker patients.

- Continued acceptance and growth from the Azure XT and S SureScan pacing systems. Azure pacemakers feature Medtronic-exclusive BlueSync technology, which enables automatic, secure wireless remote monitoring with increased device longevity.

- Growth of the Cobalt and Crome portfolio of ICDs and CRT-Ds. These devices received CE Mark approval during the fourth quarter of fiscal year 2020 and U.S. FDA approval during the first quarter of fiscal year 2021.

- Continued acceptance and expansion of the Claria MRI CRT-D system with EffectivCRT Diagnostic and EffectivCRT During AF Algorithm.

- Continued acceptance and expansion of the LINQ II cardiac monitor. Supply for the LINQ II cardiac monitor is improving as we continue to ramp our wafer scale manufacturing. During the third quarter of fiscal year 2022, we launched two AccuRhythm AI algorithms on the LINQ II platform to significantly reduce false positive alerts for Atrial Fibrillation and Pause while retaining sensitivity for true positive detection and reduce clinic workload and burden.

- Growth of the CRT-P quadripolar pacing system.

- Continued growth, adoption, and utilization of the TYRX Envelope for implantable devices driven by the favorable results of the WRAP-IT clinical study.

- Continued acceptance and market expansion of Arctic Front cryoablation for treatment of atrial fibrillation. In June 2021, the Arctic Front cryoablation system received a first line therapy designation from the U.S. FDA for the treatment of atrial fibrillation.

- Continued acceptance and growth of the self-expanding CoreValve Evolut transcatheter aortic valve replacement platform into intermediate risk indication globally and for the treatment of patients determined to be at low risk with surgery. The Platform received both CE Mark for low risk and bicuspid labeling indication in Europe during the first quarter of fiscal year 2021. In August 2020, the U.S. FDA approved revised commercial labeling for the platform that modified a precaution for the treatment of patients at low risk.

- Continued expansion and training of field support to increase coverage in the U.S. centers performing TAVR procedures.

- Continued acceptance and growth from Evolut PRO, which provides industry-leading hemodynamics, reliable delivery, and advanced sealing with an excellent safety profile. In August 2021, the U.S. FDA approved the Evolut FX TAVR, a system enhancement designed to improve the overall procedural experience through enhancements in deliverability, implant visibility and deployment stability. During the third quarter, Evolut PRO received NMPA approval within China.

- Continued acceptance and growth from the VenaSeal Closure System in the U.S. The VenaSeal Closure System is a unique non-thermal solution to address superficial venous disease that provides improved patient comfort, reduces the recovery time, and eliminates the risk of thermal nerve injury.

- Continued acceptance and growth of the Abre venous self-expanding stent system in the U.S. as well as pressure from competitors re-entering the market. Abre is designed for the unique challenges of venous disease. It offers easy deployment, to let physicians focus on their patient, and delivers demonstrated endurance, to give patients freedom of movement.

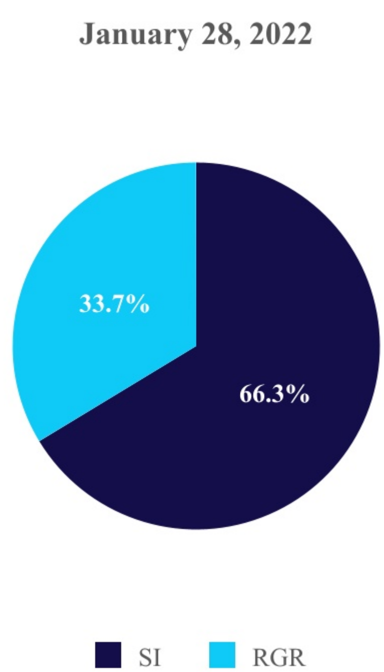
- Our voluntary recall of the Valiant Navion Thoracic Stent Graft System and our ability to ramp production of our previous generation product, the Valiant Captivia Thoracic Stent Graft System. We are currently ramping production of the Valiant Captivia Thoracic Stent Graft System and plan to reach full production capacity in the fourth quarter of fiscal year 2022.

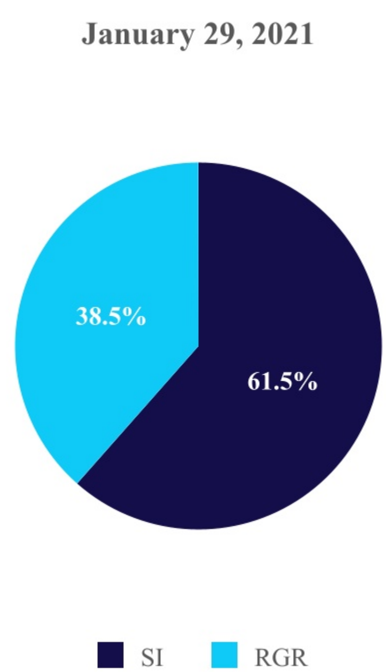
- Our June 2021 decision to stop the distribution and sale of the Medtronic HVAD System in light of a growing body of observational clinical comparisons indicating a lower frequency of neurological adverse events and mortality with another circulatory support device available to patients compared to the HVAD System.
- Our ability to successfully develop, obtain regulatory approval of and commercialize the products within our pipeline, which include the Symplicity Spyral Multi-Electrode Renal Denervation Catheter, Pulse Field Ablation, a novel energy source that is non-thermal, Aurora Extravascular ICD and transcatheter mitral and tricuspid therapy products led by our Intrepid system.

Medical Surgical

Medical Surgical's products span the entire continuum of patient care from diagnosis to recovery, with a focus on diseases of the gastrointestinal tract, lungs, pelvic region, kidneys, obesity, and preventable complications. The products include those for advanced and general surgical products, surgical stapling devices, vessel sealing instruments, wound closure, electrosurgery products, hernia mechanical devices, mesh implants, advanced ablation, interventional lung, ventilators, airway products, renal care products, and sensors and monitors for pulse oximetry, capnography, level of consciousness and cerebral oximetry. Medical Surgical's net sales for the three and nine months ended January 28, 2022 were $2.3 billion and $6.9 billion, respectively, a decrease of 1 percent and an increase of 8 percent, respectively, as compared to the corresponding periods in the prior fiscal year. Currency had an unfavorable impact of $51 million and a favorable impact of $34 million on net sales for the three and nine months ended January 28, 2022, respectively. Medical Surgical's net sales decrease for the three months ended January 28, 2022 was primarily driven by a decline in ventilator sales due to the high COVID-19 demand in the corresponding period in the prior year. These declines were partially offset by growth experienced in most businesses due to COVID-19's impact in the corresponding period in the prior year. The net sales increase for the nine months ended January 28, 2022 was primarily due to the recovery of global procedure volumes from the declines experienced in the corresponding period in the prior year.

The graphs below illustrate the percent of Medical Surgical net sales by division for the three months ended January 28, 2022 and January 29, 2021:





Surgical Innovations (SI) net sales for the three and nine months ended January 28, 2022 increased 7 percent and 17 percent, respectively, as compared to the corresponding periods in the prior fiscal year. Net sales growth for the three and nine months ended January 28, 2022 was led by Advanced Surgical instruments, driven by the continued adoption of the Company's LigaSure, Sonicision, and Tri-Staple technologies, and Hernia and Wound Management.

Respiratory, Gastrointestinal, & Renal (RGR) net sales for the three and nine months ended January 28, 2022 decreased 13 percent and 6 percent, respectively, as compared to the corresponding periods in the prior fiscal year. RGR net sales declines for both periods were largely due to declines in ventilator demands when compared to the corresponding periods in the prior year as demand continues to normalize towards pre-pandemic levels. These declines were partially offset by growth in Renal Care Solutions, Patient Monitoring Nellcor pulse oximetry system, as well as in Gastrointestinal, driven by the esophageal product portfolio and PillCam capsule endoscopy.

In addition to the general impacts of COVID-19 on our Company as described in the Executive Level Overview, looking ahead we expect Medical Surgical could be affected by the following:

- Continued acceptance and future growth of Open-to-MIS techniques and tools supported by our efforts to transition open surgery to MIS (minimally invasive surgery). The Open-to-MIS initiative focuses on furthering our presence in and working to optimize open surgery globally, while capturing the market opportunity that exists in transitioning open procedures to MIS, whether through traditional MIS, or advanced technologies, including robotics.
- Continued acceptance and future growth of powered stapling and energy platform.
- Our ability to execute ongoing strategies in order to address the competitive pressure of reprocessing of our vessel sealing disposables and growth of surgical soft tissue robotics procedures in the U.S.
- Our ability to create markets and drive products and procedures into emerging markets. We have high quality and cost-effective surgical products designed for customers in emerging markets such as the ValleyLab LS10 single channel vessel sealing generator, which is compatible with our line of LigaSure instruments and designed for simplified use and affordability.
- Continued acceptance and growth within the end stage renal disease market. The population of patients treated for end stage renal disease globally is expected to double over the next decade.
- Continued elevation of the standard of care for respiratory compromise, a progressive condition impacting a patient's ability to breathe effectively, which leverages our market leading MicroStream capnography technology.
- Continued acceptance and growth in patient monitoring, airway, and ventilation management. Key products in this area include the Puritan Bennett 980 ventilator, Microstream Capnography, Nellcor pulse oximetry system with OxiMax technology, Shiley tracheostomy and endotracheal tubes, McGRATH MAC video laryngoscopes, as well as the SonarMed Airway Monitoring System for the NICU that was launched in the U.S during the first quarter of fiscal year 2022.
- Continued and future acceptance of less invasive standards of care in Gastrointestinal and Hepatology products, including the areas of GI Diagnostic and Therapeutic product lines. Recently launched products include the PillCam COLON capsule endoscopy, the Barrx platform through ablation with the Barrx 360 Express catheter, Endoflip imaging systems, Bravo Calibration-free reflux testing, and the Emprint ablation system with Thermosphere Technology, which maintains predictable spherical ablation zones throughout procedures reducing procedure time and cost.
- Continued and future acceptance of Interventional Lung Solutions. Products include our Illumisite navigation platform, combined with our portfolio of biopsy tools including the Arcpoint pulmonary needle, and to access lesions outside the airway, the CrossCountry transbronchial access tool. This comprehensive portfolio gives the power to display position and access lung nodules in the periphery of the lungs, in a minimally invasive approach to accessing difficult-to-reach areas of the lung, which may aid in the diagnosis of lung cancer.
- Expanding the use of less invasive treatments and furthering our commitment to improving options for women with abnormal uterine bleeding. Our expanded and strengthened surgical offerings are expected to complement our global gynecology business.
- Continued future growth internationally for the Hugo robotic assisted surgery (RAS) system for urologic, gynecologic, and general surgery procedures as well as for our easy-to-access Touch Surgery Enterprise surgical video system. The Hugo RAS system, which received CE Mark in October 2021 as well as additional regulatory approvals in Canada,

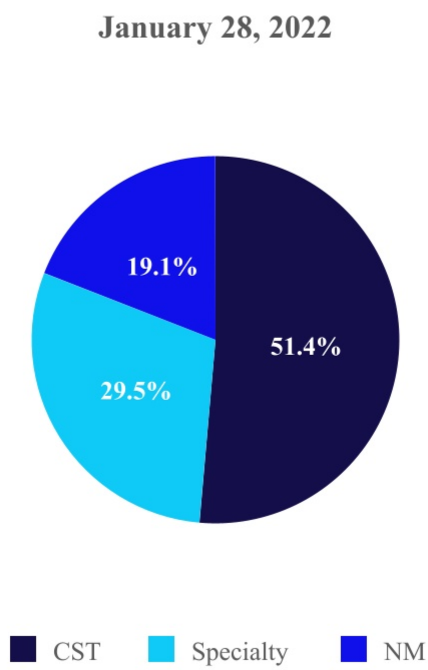
Australia, and Israel during the third quarter of fiscal year 2022, is designed to help reduce unwanted variability, improve patient outcomes, and by extension, lower per procedure cost.

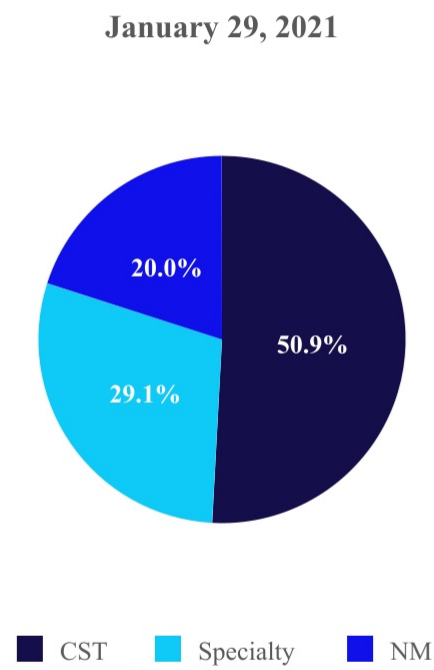
- Our ability to successfully develop, obtain regulatory approval of and commercialize the products within our pipeline, which include our Hugo RAS system in the U.S., our NextGen McGrath MAC video laryngoscopes, Signia power stapling devices, and our Ligasure and Sonicion vessel sealing devices.

Neuroscience

Neuroscience's products include various spinal implants, bone graft substitutes, biologic products, image-guided surgery and intra-operative imaging systems, robotic guidance systems used in the robot-assisted spine procedures, and systems that incorporate advanced energy surgical instruments. Neuroscience's products also focus on the treatment of overactive bladder, urinary retention, fecal incontinence, gastroparesis, as well as products to treat ear, nose, and throat (ENT), and therapies to treat the diseases of the vasculature in and around the brain, including coils, neurovascular stents and flow diversion products. Neuroscience also manufactures products related to implantable neurostimulation therapies and drug delivery systems for the treatment of chronic pain, movement disorders, and epilepsy. Neuroscience's net sales for the three and nine months ended January 28, 2022 were $2.1 billion and $6.5 billion, respectively, an increase of 1 percent and 10 percent, respectively, as compared to the corresponding periods in the prior fiscal year. Currency had an unfavorable impact of $21 million and a favorable impact of $37 million on net sales for the three and nine months ended January 28, 2022, respectively. Neuroscience's net sales were relatively flat for the three months ended January 28, 2022, with growth experienced in emerging markets partially offset by declines due to pandemic-driven procedural slowdowns particularly in the U.S. The net sales growth for the nine months ended January 28, 2022 was primarily due to the recovery of global procedure volumes from the declines experienced in the corresponding period in the prior year.

The graphs below illustrate the percent of Neuroscience net sales by division for the three months ended January 28, 2022 and January 29, 2021:





Cranial and Spinal Technologies (CST) net sales growth for the three and nine months ended January 28, 2022 increased 2 percent and 6 percent, respectively, as compared to the corresponding periods in the prior fiscal year. For both periods, Neurosurgery experienced growth from strong sales of Midas Rex powered surgical instruments, and Advanced Energy. The growth in CST for both periods was also led by Spine and Biologics due to the recovery of global procedural volumes in the U.S., Japan, and Western Europe when compared to the corresponding period in the prior year. StealthStation Navigation and O-arm imaging surgery also contributed to growth for the nine months ended January 28, 2022.

Specialty Therapies (Specialty) net sales for the three and nine months ended January 28, 2022 increased 2 percent and 15 percent, respectively, as compared to the corresponding periods in the prior fiscal year. The increase for both periods was driven by growth in Neurovascular led by flow diversion and liquid embolic products. ENT experienced worldwide growth for the nine months ended January 28, 2022, including strong performance outside the U.S. in power, navigation, and monitoring, partially offset by declines driven by supply chain disruptions in disposables for the three months ended January 28, 2022. For the three months ended January 28, 2022, Pelvic Health experienced net sales decline due to COVID-19 impacts on procedural volumes. For the nine months ended January 28, 2022, Pelvic Health saw growth led by sales of the recently launched InterStim Micro neurostimulator and SureScan MRI leads.

Neuromodulation (NM) net sales for the three and nine months ended January 28, 2022 decreased 4 percent and increased 12 percent, respectively, as compared to the corresponding periods in the prior fiscal year. Net sales for both periods were impacted by growth within Brain Modulation with strong performance in the Percept PC deep brain stimulation (DBS) device with BrainSense technology. For the nine months ended January 28, 2022, the increase was also driven by Pain Stim and Pain Therapies, largely due to performance of recent product launches. For the three months ended January 28, 2022, Pain Stim, Pain Therapies, and Interventional offset the sales growth with declines in the U.S and Western Europe primarily due to COVID-19 procedural slowdowns.

In addition to the general impacts of COVID-19 on our Company as described in the Executive Level Overview, looking ahead we expect Neuroscience could be affected by the following:

- Continued growth from Enabling Technologies, including StealthStation and O-arm Imaging Systems, Midas, and ENT Navigation and Power Systems, as well as acceptance of the Stealth Autoguide cranial robotic guidance platform.
- Continued sales of Mazor robotic units and associated market adoption of robot-assisted spine procedures, including the Mazor X Stealth, our integrated robotics and navigation platform.
- Continued growth from spine titanium interbody implants.
- Continued adoption of our integrated solutions through the Surgical Synergy strategy which integrates our spinal implants with enabling technologies such as imaging, navigation, power instruments, nerve monitoring, and Mazor robotics, as well as AI-driven surgical planning, personalized spinal implants, and robot-assisted surgery due to the newly acquired Medicrea technologies.
- Market acceptance and continued global adoption of innovative new spine products and procedural solutions within our CST division, such as our Infinity OCT System and Prestige LP cervical disc system.
- Growth in the broader vertebral compression fracture (VCF) and adjacent markets as we continue to pursue the development of other therapies to treat more patients with VCF, including continued success of both the Kyphon V vertebroplasty system and the Osteocool RF Spinal Tumor ablation system.
- Continued acceptance and growth of our ENT and Pelvic Health therapies within our Specialty Therapies division, including our InterStim therapy with InterStim II, InterStim Micro and InterStim X neurostimulators for the treatment of the symptoms of overactive bladder, urinary retention, and bowel incontinence, and capital equipment sales of the Stealth Station ENT surgical navigation system and intraoperative NIM nerve monitoring system.
- Continued acceptance and growth of the Solitaire FR revascularization device for treatment of acute ischemic stroke and the Pipeline Embolization Devices, endovascular treatments for large or giant wide-necked brain aneurysms.
- Continued acceptance of our React Catheter and Riptide aspiration system, along with our next-generation Solitaire revascularization device.
- Market acceptance and continued global adoption of our Intellis spinal cord stimulator, DTM proprietary waveform, Evolve workflow algorithm, and Snapshot reporting to treat chronic pain in major markets around the world.
- Continued acceptance and growth of our Percept PC DBS device with BrainSense technology, including its treatment of Parkinson's Disease, epilepsy, and other movement disorders.
- Market acceptance and growth from SCS therapy for treating Diabetic Peripheral Neuropathy (DPN) on Intellis rechargeable neurostimulator and Vanta recharge-free neurostimulator which recently received U.S. FDA approval.
- Ongoing obligations under the U.S. FDA consent decree entered in April 2015 relating to the SynchroMed drug infusion system and the Neuromodulation quality system. The U.S. FDA lifted its distribution requirements on our implantable drug pump in October 2017 and its warning letter in November 2017.
- Our ability to successfully develop, obtain regulatory approval of and commercialize the products within our pipeline, which include our closed-loop Percept PC and RC devices with adaptive DBS (aDBS) within Neuromodulation, as well as our hemorrhagic stroke intravascular device within Specialty Therapies, and our next-generation spine enabling technologies within CST.

Diabetes

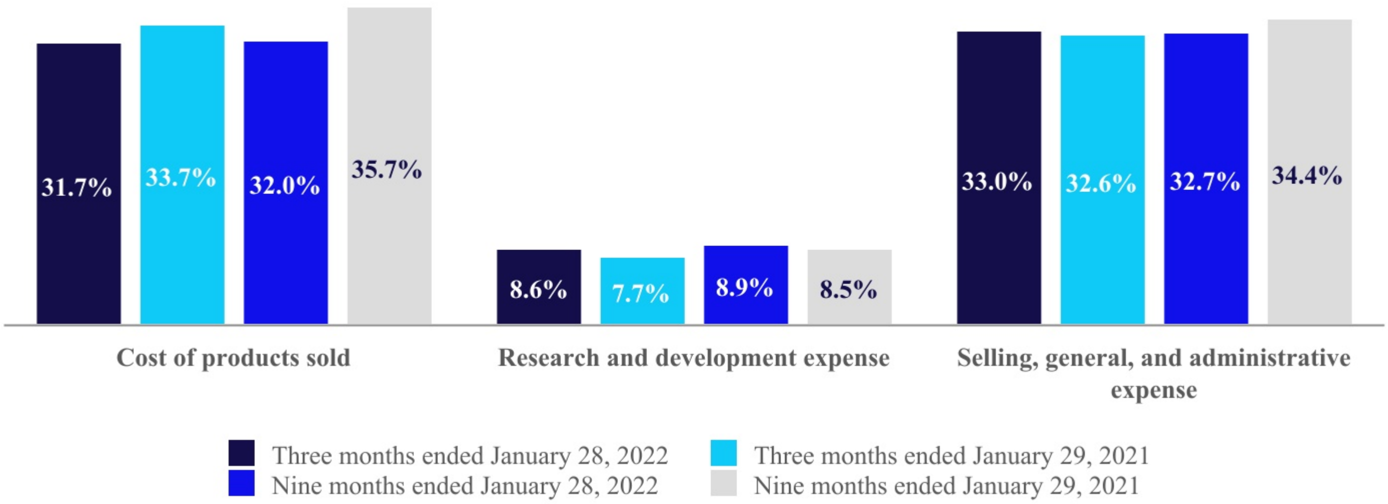
Diabetes' products include insulin pumps, continuous glucose monitoring (CGM) systems, consumables, and smart insulin pen systems. Diabetes' net sales for the three and nine months ended January 28, 2022 were $584 million and $1.7 billion, respectively, a decrease of 7 percent and 1 percent, respectively, as compared to the corresponding periods in the prior fiscal year. Currency had an unfavorable impact of $12 million and favorable impact of $17 million on net sales for the three and nine months ended January 28, 2022, respectively. Diabetes' net sales decline for both periods was primarily attributable to declines in the U.S. partially offset by growth in the international markets in integrated CGM.

In addition to the general impacts of COVID-19 on our Company as described in the Executive Level Overview, looking ahead we expect Diabetes could be affected by the following:

- Patient demand for the MiniMed 770G insulin pump system, which launched in the U.S. in November 2020 and in Japan in January 2022. The system is powered by SmartGuard technology and features the added benefits of smartphone connectivity and an expanded age indication to children as young as age two.
- Continued future growth internationally for the MiniMed 780G insulin pump system. The MiniMed 780G system was approved in the E.U. in June 2020 and has launched in over 40 countries on four continents outside the U.S. The global adoption of sensor-augmented insulin pump systems has resulted in strong sensor attachment rates.
- Continued acceptance and growth of the Guardian Connect CGM system which displays glucose information directly to a smartphone to help ensure patients have access to their glucose levels seamlessly and discretely. The Guardian Connect CGM system is available on both Apple iOS and Android devices.
- Strengthening our position in the diabetes market as a result of the September 2020 acquisition of Companion Medical. Companion Medical offered a U.S. FDA cleared InPen smart pen system that combines the freedom of a reusable Bluetooth pen with the intelligence of an intuitive mobile application that helps users administer the appropriate insulin dose. During the third quarter of fiscal year 2021, we integrated our CGM data into the InPen Application, which allows users to have their Medtronic CGM readings in real-time alongside insulin dose information, all in one view.
- Continued pump and CGM competition in an expanding global market.
- Changes in medical reimbursement policies and programs, along with additional payor coverage on insulin pumps.
- Resolution of findings contained in a December 2021 U.S. FDA warning letter relating to the MiniMed 600 series insulin pump and a remote controller device for MiniMed 508 and Paradigm pumps. We are currently working with the U.S. FDA to resolve the findings. The existence of the warning letter may limit our ability to launch certain new Diabetes products in the U.S. prior to resolution of the findings.
- Our ability to successfully develop, obtain regulatory approval of and commercialize the products within our pipeline, which include our MiniMed 780G insulin pump and the Guardian 4 sensor, which have been submitted to the U.S. FDA. These technologies feature our next-generation algorithms by further automating insulin delivery.

COSTS AND EXPENSES

The following is a summary of cost of products sold, research and development, and selling, general, and administrative expenses as a percent of net sales for the three and nine months ended January 28, 2022 and January 29, 2021:



Cost of Products Sold We continue to focus on reducing our costs of production through supplier management, manufacturing improvements, and optimizing our manufacturing network. Cost of products sold for the three and nine months ended January 28, 2022 was $2.5 billion and $7.6 billion, respectively, as compared to $2.6 billion and $7.8 billion for the corresponding periods in the prior fiscal year. The decrease in cost of products sold as a percentage of net sales for both periods was largely due to higher expenses in the prior year comparable periods as a result of COVID-19. During the three and nine months ended January 29, 2021, the conditions of the pandemic resulted in period expensing some of our fixed overhead costs, increases in our reserves in our excess and obsolete inventory, as well as negative impact from mix, as products in higher demand had lower gross margins. The decrease was also attributable to charges from field correction actions in the prior year. The nine months ended January 28, 2022 included $58 million of inventory write-downs associated with our June 2021 decision to stop the distribution and sale of Medtronic's HVAD System (MCS charges). Looking forward, our cost of products sold likely will be further negatively impacted by inflation and higher labor and direct material costs.

Research and Development Expense We remain committed to deliver the best possible experiences for every patient, physician, and caregiver we serve; to create technologies that expand what's possible across the entire human body to transform lives; to turn data and insights into real action to serve real patient needs, dramatically improving care; and to expand healthcare access and deliver positive outcomes that go far beyond our products. Research and development expense for the three and nine months ended January 28, 2022 was $668 million and $2.1 billion, respectively, as compared to $601 million and $1.9 billion, respectively, for the corresponding periods in the prior fiscal year. The nine months ended January 28, 2022 included $101 million of acquisitions of, and license payments for, unapproved technology, primarily in our Diabetes segment.

Selling, General, and Administrative Expense Our goal is to continue to leverage selling, general, and administrative expense initiatives. Selling, general, and administrative expense primarily consists of salaries and wages, other administrative costs, such as professional fees and marketing expenses, and certain acquisition and restructuring expenses. Selling, general, and administrative expense for the three and nine months ended January 28, 2022 was $2.6 billion and $7.7 billion, as compared to $2.5 billion and $7.6 billion for the corresponding periods in the prior fiscal year. The increase in selling, general, and administration as a percentage of net sales for the three months ended was primarily driven by increased employee travel as compared to the corresponding period in the prior year where travel was limited. The decrease in selling, general, and administrative expense as a percentage of net sales for the nine months ended was primarily driven by net sales growth as a result of the recovery of procedural volumes partially offset by increases in employee travel and professional services.

The following is a summary of other costs and expenses (income):

	Three months ended		Nine months ended	
(in millions)	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021
Amortization of intangible assets	$ 432	$ 453	$ 1,298	$ 1,337
Restructuring charges, net	12	83	32	235
Certain litigation charges, net	35	122	95	118
Other operating (income) expense, net	(63)	82	719	116
Other non-operating income, net	(67)	(86)	(244)	(233)
Interest expense	137	143	410	783

Amortization of Intangible Assets Amortization of intangible assets includes the amortization expense of our definite-lived intangible assets, consisting of purchased patents, trademarks, tradenames, customer relationships, purchased technology, and other intangible assets.

Restructuring Charges, Net

Enterprise Excellence

In the third quarter of fiscal year 2018, we announced a multi-year global Enterprise Excellence Program designed to drive long-term business growth and sustainable efficiency. Further program details are described in Note 4 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the fiscal year ended April 30, 2021.

Since inception, the Company has incurred pre-tax exit and disposal costs and other costs, across all segments, of $1.5 billion in connection with the Enterprise Excellence program. In total, the Company estimates it will recognize approximately $1.6 billion to $1.8 billion of exit and disposal costs and other costs related to the Enterprise Excellence program, the majority of which are expected to be incurred by the end of this fiscal year.

For the three and nine months ended January 28, 2022, we recognized net charges of $65 million and $201 million, respectively, associated with our Enterprise Excellence Program, including $11 million and $25 million, respectively, recognized within *restructuring charges, net* in the consolidated statements of income primarily comprised of employee termination benefits. Net charges for the three and nine months ended January 28, 2022 also included costs incurred as a direct result of the restructuring program, such as salaries for employees supporting the program and consulting expenses, including $26 million and $90 million, respectively, recognized within *cost of products sold* and $28 million and $85 million, respectively, recognized within *selling, general, and administrative expense* in the consolidated statements of income.

For the three and nine months ended January 29, 2021, we recognized net charges of $77 million and $241 million, respectively, associated with our Enterprise Excellence Program, including $11 million and $21 million, respectively, recognized within *restructuring charges, net* in the consolidated statements of income primarily comprised of employee termination benefits. Net charges for the three and nine months ended January 29, 2021 also included costs incurred as a direct result of the restructuring program, such as salaries for employees supporting the program and consulting expenses, including $36 million and $95 million, respectively, recognized within *cost of products sold,* and $30 million and $125 million, respectively, recognized within *selling, general and administrative expense* in the consolidated statements of income.

Simplification

In the first quarter of fiscal year 2021, we initiated our Simplification restructuring program, designed to make the Company a more nimble and competitive organization. Further program details are described in Note 4 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the fiscal year ended April 30, 2021.

Since inception, the Company has incurred pre-tax exit and disposal costs and other costs, across all segments, of $307 million in connection with the Simplification program. In total, the Company estimates it will recognize approximately $400 million to $450 million of exit and disposal costs and other costs related to the Simplification program, the majority of which are expected to be incurred by the end of this fiscal year.

For the three and nine months ended January 28, 2022, we recognized net charges of $15 million and $39 million, respectively, including $3 million and $11 million, respectively, recognized within *restructuring charges, net* in the consolidated statements of income primarily comprised of employee termination benefits. Net charges for the three and nine months ended January 28, 2022 also included costs incurred as a direct result of the restructuring program, such as salaries for employees supporting the program and consulting expenses, including

$12 million and $28 million, respectively, recognized within *selling, general and administrative expense* in the consolidated statements of income.

For the three and nine months ended January 29, 2021, we recognized net charges of $84 million and $229 million, respectively, including $73 million and $215 million, respectively, recognized within *restructuring charges, net* in the consolidated statements of income primarily comprised of employee termination benefits. For the nine months ended January 29, 2021, the net charges included $97 million of incremental defined benefit pension and post-retirement related expenses for employees that accepted voluntary early retirement packages within *restructuring charges, net* in the consolidated statements of income. Net charges for the three and nine months ended January 29, 2021 also included costs incurred as a direct result of the restructuring program, such as salaries for employees supporting the program and consulting expenses, including $11 million and $14 million, respectively, recognized within *selling, general and administrative expense* in the consolidated statements of income.

For additional information about our restructuring programs, refer to Note 5 to the current period's consolidated financial statements.

Certain Litigation Charges, Net We classify litigation charges and gains related to significant legal matters as certain litigation charges. Information regarding certain litigation charges, net is included in Note 16 to the current period's consolidated financial statements.

Other Operating (Income) Expense, Net Other operating (income) expense, net primarily includes royalty income and expense, currency remeasurement and derivative gains and losses, Puerto Rico excise taxes, changes in the fair value of contingent consideration, changes in amounts accrued for certain contingent liabilities for a past acquisition, MCS charges, and income from funded research and development arrangements.

For the three months ended January 28, 2022, the change in other operating (income) expense, net is primarily attributable to changes in fair value of contingent consideration, which resulted in $81 million of income for the three months ended January 28, 2022 as compared to $11 million of expense in the corresponding period in the prior year. Additionally, the change is driven by the net currency impact of remeasurement expense and our hedging programs, which resulted in a net gain of $42 million combined for the three months ended January 28, 2022 as compared to a net loss of $21 million for the corresponding period in the prior year.

For the nine months ended January 28, 2022, the change in other operating (income) expense, net was primarily driven by MCS charges recorded during the three months ended July 30, 2021. The charges of $668 million primarily included $409 million of intangible asset impairments and $211 million for commitments and obligations, including customer support obligations, restructuring, and other associated costs. Additionally, the change is due to changes in fair value of contingent consideration, which resulted in $97 million of income for the nine months ended January 28, 2022 as compared to $36 million of expense in the corresponding period in the prior year. Finally, also contributing to the change was a change in amounts accrued for certain contingent liabilities for a past acquisition resulting in a $132 million gain for the nine months ended January 29, 2021. Additional information regarding the MCS charges is included in Note 5 Restructuring and Other Costs.

Other Non-Operating Income, Net Other non-operating income, net includes the non-service component of net periodic pension and postretirement benefit cost, investment gains and losses, and interest income.

For the three months ended January 28, 2022, the decrease in other non-operating income, net is primarily attributable to losses on our minority investment portfolio of $2 million for the three months ended January 28, 2022 as compared to gains of $18 million in the corresponding period in the prior year. The increase in other non-operating income, net for the nine months ended January 28, 2022 when compared to the corresponding in the prior year is primarily attributable to gains on our equity method and minority investment portfolios partially offset by a decrease in interest income. Gains on equity method and minority investments were $36 million and $24 million for the nine months ended January 28, 2022 and January 29, 2021, respectively. Interest income was $134 million and $144 million for the nine months ended January 28, 2022 and January 29, 2021, respectively.

Interest Expense Interest expense includes interest incurred on our outstanding borrowings, amortization of debt issuance costs and debt premiums or discounts, amortization of gains or losses on terminated or de-designated interest rate derivative instruments, and charges recognized in connection with the tender and early redemption of senior notes. The decrease in interest expense for the nine months ended January 28, 2022 was primarily due to the $308 million charge incurred as a result of the early redemption of approximately $6.0 billion of debt during the three months ended October 30, 2020.

INCOME TAXES

(in millions)	Three months ended January 28, 2022	Three months ended January 29, 2021	Nine months ended January 28, 2022	Nine months ended January 29, 2021
Income tax provision (benefit)	$ 106	$ (59)	$ 346	$ 65
Income before income taxes	1,589	1,220	3,915	2,329
Effective tax rate	6.7 %	(4.8)%	8.8 %	2.8 %
Non-GAAP income tax provision	$ 262	$ 234	$ 806	$ 593
Non-GAAP income before income taxes	2,112	1,993	6,365	4,576
Non-GAAP Nominal Tax Rate	12.4 %	11.7 %	12.7 %	13.0 %
Difference between the effective tax rate and Non-GAAP Nominal Tax Rate	5.7 %	16.5 %	3.9 %	10.2 %

Our effective tax rate for the three and nine months ended January 28, 2022 was 6.7 percent and 8.8 percent, respectively, as compared to (4.8) percent and 2.8 percent for the three and nine months ended January 29, 2021, respectively. The increase in our effective tax rate for the three and nine months ended January 28, 2022, as compared to the corresponding periods in the prior fiscal year, was primarily due to the impact of year-over-year changes in operational results by jurisdiction, the $106 million net tax benefit associated with the resolution of an audit at the IRS Appellate level for fiscal years 2012 through 2014, and the $83 million benefit related to the capitalization of certain research and development costs for U.S. income tax purposes recorded during the three and nine months ended January 29, 2021 as compared to the $82 million net deferred tax benefit associated with a step up in tax basis for Swiss Cantonal purposes recorded during the three and nine months ended January 28, 2022.

Our Non-GAAP Nominal Tax Rate for the three and nine months ended January 28, 2022 was 12.4 percent and 12.7 percent, respectively, as compared to 11.7 percent and 13.0 percent for the three and nine months ended January 29, 2021, respectively. The change in our Non-GAAP Nominal Tax Rate was primarily due to the impact of year-over-year changes in operational results by jurisdiction. An increase in our Non-GAAP Nominal Tax Rate of 1 percent would result in an additional income tax provision for the three and nine months ended January 28, 2022 of approximately $21 million and $64 million, respectively.

LIQUIDITY AND CAPITAL RESOURCES

We are currently in a strong financial position, and we believe our balance sheet and liquidity as of January 28, 2022 provide us with flexibility, and our cash, cash equivalents, and current investments, along with our credit facility and related commercial paper programs will satisfy our foreseeable operating needs.

Our liquidity and capital structure are evaluated regularly within the context of our annual operating and strategic planning processes. We consider the liquidity necessary to fund our operations, which includes working capital needs, investments in research and development, property, plant, and equipment, and other operating costs. We also consider capital allocation alternatives that balance returning value to shareholders through dividends and share repurchases, satisfying maturing debt, and acquiring businesses and technology.

Summary of Cash Flows

The following is a summary of cash provided by (used in) operating, investing, and financing activities, the effect of exchange rate changes on cash and cash equivalents, and the net change in cash and cash equivalents:

(in millions)	Nine months ended January 28, 2022	Nine months ended January 29, 2021
Cash provided by (used in):		
Operating activities	$ 5,289	$ 4,495
Investing activities	(1,930)	(4,785)
Financing activities	(3,387)	993
Effect of exchange rate changes on cash and cash equivalents	(87)	234
Net change in cash and cash equivalents	$ (114)	$ 937

Operating Activities The $794 million increase in net cash provided was primarily driven by an increase in cash collected from customers, partially offset by an increase in cash paid to employees. The increase in cash collected from customers was primarily related to

COVID-19 driving decreased sales in the fourth quarter of fiscal year 2020 and first and second quarter of fiscal year 2021. Cash paid to employees increased due to higher annual incentive plan payouts compared to the corresponding period in the prior fiscal year.

Investing Activities The $2.9 billion decrease in cash used was primarily attributable to a decrease in net purchases of investments of $1.9 billion, and decrease of cash paid for acquisitions of $885 million during the nine months ended January 28, 2022, as compared to the corresponding period in the prior fiscal year.

Financing Activities The $4.4 billion increase in net cash used was largely the result of the Mizuho Bank term loan under which the Company borrowed $2.8 billion in the first quarter of the prior fiscal year, and as well as the net proceeds from the debt issuance and early redemption in the prior year period described below. Also contributing to the total increase in cash used was the increase in net cash used for share repurchases of $1.1 billion. Partially offsetting the increase in cash used was a net decrease in short-term borrowings of $311 million in the corresponding period in the prior fiscal year. For the nine months ended January 29, 2021 financing cash flows were impacted by the issuance of $7.2 billion of Euro-denominated senior notes offset by the early redemption of $6.0 billion of senior notes for $6.3 billion of total consideration. For more information on the aforementioned Mizuho Bank term loan, refer to Note 7 to the current period's consolidated financial statements.

Debt and Capital

Our capital structure consists of equity and interest-bearing debt. We primarily utilize unsecured senior debt obligations to meet our financing needs and, to a lesser extent, bank borrowings. From time to time, we may repurchase our outstanding debt obligations in the open market or through privately negotiated transactions.

Total debt at January 28, 2022 was $25.2 billion as compared to $26.4 billion at April 30, 2021. The decrease in total debt was driven by fluctuations in exchange rates as it pertains to our Euro-denominated senior notes.

We repurchase our ordinary shares on occasion as part of our focus on returning value to our shareholders. In March 2019, the Company's Board of Directors authorized the repurchase of $6.0 billion of the Company's ordinary shares. There is no specific time period associated with these repurchase authorizations. During the nine months ended January 28, 2022, the Company repurchased a total of 8 million shares under this program at an average price of $119.84. At January 28, 2022, we had approximately $4.4 billion remaining under the share repurchase program authorized by our Board of Directors.

For more information on credit arrangements, refer to Note 7 to the current period's consolidated financial statements and Note 6 to the consolidated financial statements included in our Annual Report on Form 10-K for the fiscal year ended April 30, 2021.

Liquidity

Our liquidity sources at January 28, 2022 included $3.5 billion of cash and cash equivalents and $7.7 billion of current investments. Additionally, we maintain a commercial paper program and a Credit Facility.

Our investments primarily include available-for-sale debt securities, including U.S. and non-U.S. government and agency securities, corporate debt securities, mortgage-backed securities, certificates of deposit, and other asset-backed securities. Refer to Note 6 to the current period's consolidated financial statements for additional information regarding fair value measurements.

We maintain multicurrency commercial paper programs for short-term financing, which allow us to issue unsecured commercial paper notes on a private placement basis up to a maximum aggregate amount outstanding at any time of $3.5 billion. At both January 28, 2022 and April 30, 2021, we had no commercial paper outstanding. The issuance of commercial paper reduces the amount of credit available under our existing line of credit, as explained below.

We also have a $3.5 billion five-year syndicated credit facility (Credit Facility), which expires in December 2026. At each anniversary date of the Credit Facility we can request a one-year extension of the maturity date. In December 2021, we amended the Credit Facility to remove the cap on the number of extension options available. The Credit Facility provides backup funding for the commercial paper programs and may also be used for general corporate purposes. The Credit Facility provides us with the ability to increase our borrowing capacity by an additional $1.0 billion at any time during the term of the agreement. At January 28, 2022 and April 30, 2021, no amounts were outstanding under the Credit Facility.

Interest rates on advances of our Credit Facility are determined by a pricing matrix based on our long-term debt ratings assigned by Standard & Poor's Ratings Services (S&P) and Moody's Investors Service (Moody’s). Facility fees are payable on the Credit Facility and are determined in the same manner as the interest rates. We are in compliance with all covenants related to the Credit Facility.

The following table is a summary of our S&P and Moody's long-term debt ratings and short-term debt ratings:

	Agency Rating[1]	
	January 28, 2022	April 30, 2021
Standard & Poor's Ratings Services		
Long-term debt	A	A
Short-term debt	A-1	A-1
Moody's Investors Service		
Long-term debt	A3	A3
Short-term debt	P-2	P-2

(1) Agency ratings are subject to change, and there may be no assurance that an agency will continue to provide ratings and/or maintain its current ratings. A security rating is not a recommendation to buy, sell or hold securities, and may be subject to revision or withdrawal at any time by the rating agency, and each rating should be evaluated independently of any other rating.

S&P and Moody's long-term debt ratings and short-term debt ratings at January 28, 2022 were unchanged as compared to the ratings at April 30, 2021. We do not expect the S&P and Moody's ratings to have a significant impact on our liquidity or future flexibility to access additional liquidity given our balance sheet, Credit Facility, and related commercial paper programs.

We have future contractual obligations and other minimum commercial commitments that are entered into in the normal course of business. We believe our off-balance sheet arrangements do not have a material current or anticipated future effect on our consolidated earnings, financial position, and/or cash flows. There have been no material changes to our long-term contractual obligations as reported in our most recent Annual Report filed on Form 10-K for the fiscal year ended April 30, 2021.

ACQUISITIONS

Intersect ENT Pending Acquisition

On August 6, 2021, Medtronic and Intersect ENT entered into a definitive agreement in which Medtronic will acquire all outstanding shares of Intersect ENT for $28.25 per share in an all-cash transaction valued at approximately $1.1 billion. The acquisition is pending clearance of anti-trust filings and is now expected to close in the first quarter of fiscal year 2023.

Affera, Inc. Pending Acquisition

On January 10, 2022, Medtronic and Affera, Inc. (Affera) entered into a definitive agreement in which Medtronic will acquire Affera for $925 million, including $250 million of contingent consideration. The acquisition is pending clearance of anti-trust filings and other closing conditions.

Additional information regarding acquisitions is included in Note 4 to the current period's consolidated financial statements.

CRITICAL ACCOUNTING ESTIMATES

We have used various accounting policies to prepare the consolidated financial statements in accordance with U.S. GAAP. Our significant accounting policies are disclosed in Note 1 to the consolidated financial statements included in our Annual Report on Form 10-K for the fiscal year ended April 30, 2021.

The preparation of the consolidated financial statements, in conformity with U.S. GAAP, requires us to use judgment in making estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, and expenses. These estimates reflect our best judgment about economic and market conditions and the potential effects on the valuation and/or carrying value of assets and liabilities based upon relevant information available. We base our estimates on historical experience and on various assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources.

As of January 28, 2022, there were no material changes to our critical accounting estimates.

NEW ACCOUNTING PRONOUNCEMENTS

Information regarding new accounting pronouncements is included in Note 2 to the current period's consolidated financial statements.

SUPPLEMENTAL GUARANTOR FINANCIAL INFORMATION

Medtronic plc and Medtronic Global Holdings S.C.A. (Medtronic Luxco), a wholly-owned subsidiary guarantor, each have provided full and unconditional guarantees of the obligations of Medtronic, Inc., a wholly-owned subsidiary issuer, under the Senior Notes (Medtronic Senior Notes) and full and unconditional guarantees of the obligations of Covidien International Finance S.A. (CIFSA), a wholly-owned subsidiary issuer, under the Senior Notes (CIFSA Senior Notes). The guarantees of the CIFSA Senior Notes are in addition to the guarantees of the CIFSA Senior Notes by Covidien Ltd. and Covidien Group Holdings Ltd., both of which are wholly-owned subsidiary guarantors of the CIFSA Senior Notes. Medtronic plc and Medtronic, Inc. each have provided a full and unconditional guarantee of the obligations of Medtronic Luxco under the Senior Notes (Medtronic Luxco Senior Notes). The following is a summary of these guarantees:

Guarantees of Medtronic Senior Notes

- Parent Company Guarantor – Medtronic plc
- Subsidiary Issuer – Medtronic, Inc.
- Subsidiary Guarantor – Medtronic Luxco

Guarantees of Medtronic Luxco Senior Notes

- Parent Company Guarantor – Medtronic plc
- Subsidiary Issuer – Medtronic Luxco
- Subsidiary Guarantor – Medtronic, Inc.

Guarantees of CIFSA Senior Notes

- Parent Company Guarantor – Medtronic plc
- Subsidiary Issuer – CIFSA
- Subsidiary Guarantors – Medtronic Luxco, Covidien Ltd., and Covidien Group Holdings Ltd. (CIFSA Subsidiary Guarantors)

The following tables present summarized results of operations for the nine months ended January 28, 2022 and summarized balance sheet information at January 28, 2022 and April 30, 2021 for the obligor groups of Medtronic and Medtronic Luxco Senior Notes, and CIFSA Senior Notes. The obligor group consists of the parent company guarantor, subsidiary issuer, and subsidiary guarantors for the applicable senior notes. The summarized financial information is presented after elimination of (i) intercompany transactions and balances among the guarantors and issuers and (ii) equity in earnings from and investments in any subsidiary that is a non-guarantor or issuer. The summarized results of operations information for the nine months ended January 28, 2022 was as follows:

(in millions)	Medtronic & Medtronic Luxco Senior Notes [1]	CIFSA Senior Notes [2]
Net sales	$ 1,536	$ —
Operating profit (loss)	500	(4)
Loss before income taxes	(232)	(715)
Net loss attributable to Medtronic	(252)	(746)

The summarized balance sheet information at January 28, 2022 was as follows:

(in millions)	Medtronic & Medtronic Luxco Senior Notes (1)	CIFSA Senior Notes (2)
Total current assets(3)	$ 19,529	$ 7,005
Total noncurrent assets(4)	11,746	8,226
Total current liabilities(5)	31,906	20,255
Total noncurrent liabilities(6)	53,688	63,046
Noncontrolling interests	171	171

(1) The Medtronic Senior Notes and Medtronic Luxco Senior Notes obligor group consists of the following entities: Medtronic plc, Medtronic Luxco, and Medtronic, Inc. Refer to the guarantee summary above for further details.

(2) The CIFSA Senior Notes obligor group consists of the following entities: Medtronic plc, Medtronic Luxco, CIFSA, and CIFSA Subsidiary Guarantors. Refer to the guarantee summary above for further details.

(3) Includes receivables due from non-guarantor subsidiaries of $18.9 billion and $6.9 billion for Medtronic & Medtronic Luxco Senior Notes, and CIFSA Senior Notes, respectively.

(4) Includes loans receivable due from non-guarantor subsidiaries of $6.5 billion and $8.2 billion for Medtronic & Medtronic Luxco Senior Notes, and CIFSA Senior Notes, respectively.

(5) Includes payables due to non-guarantor subsidiaries of $29.1 billion and $19.2 billion for Medtronic & Medtronic Luxco Senior Notes, and CIFSA Senior Notes, respectively.

(6) Includes loans payable due to non-guarantor subsidiaries of $28.1 billion and $45.3 billion for Medtronic & Medtronic Luxco Senior Notes, and CIFSA Senior Notes, respectively.

The summarized balance sheet information at April 30, 2021 was as follows:

(in millions)	Medtronic & Medtronic Luxco Senior Notes [1]	CIFSA Senior Notes [2]
Total current assets[3]	$ 21,901	$ 9,038
Total noncurrent assets[4]	11,597	8,041
Total current liabilities[5]	28,484	17,413
Total noncurrent liabilities[6]	56,772	63,328
Noncontrolling interests	174	174

(1) The Medtronic Senior Notes and Medtronic Luxco Senior Notes obligor group consists of the following entities: Medtronic plc, Medtronic Luxco, and Medtronic, Inc. Refer to the guarantee summary above for further details.

(2) The CIFSA Senior Notes obligor group consists of the following entities: Medtronic plc, Medtronic Luxco, CIFSA, and CIFSA Subsidiary Guarantors. Refer to the guarantee summary above for further details.

(3) Includes receivables due from non-guarantor subsidiaries of $21.4 billion and $9.0 billion for Medtronic & Medtronic Luxco Senior Notes, and CIFSA Senior Notes, respectively.

(4) Includes loans receivable due from non-guarantor subsidiaries of $6.5 billion and $8.0 billion for Medtronic & Medtronic Luxco Senior Notes, and CIFSA Senior Notes, respectively.

(5) Includes payables due to non-guarantor subsidiaries of $26.4 billion and $17.3 billion for Medtronic & Medtronic Luxco Senior Notes, and CIFSA Senior Notes, respectively.

(6) Includes loans payable due to non-guarantor subsidiaries of $29.0 billion and $43.5 billion for Medtronic & Medtronic Luxco Senior Notes, and CIFSA Senior Notes, respectively.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q, and other written reports and oral statements made by or with the approval of one of the Company's executive officers from time to time, may include "forward-looking" statements. All statements other than statements of historical fact contained in this Quarterly Report on Form 10-Q, including statements regarding our future results of operations and financial position, business strategy and plans, objectives of management for future operations and current expectations or forecasts of future results, are forward-looking statements. These statements involve known and unknown risks, uncertainties, and other important factors that may cause our actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward-looking statements. Our forward-looking statements may include statements related to our growth and growth strategies, developments in the markets for our products, therapies and services, financial results, product development launches and effectiveness, research and development strategy, regulatory approvals, competitive strengths, the potential or anticipated direct or indirect impact of COVID-19 on our business, results of operations, and/or financial condition, restructuring and cost-saving initiatives, intellectual property rights, litigation and tax matters, governmental proceedings and investigations, mergers and acquisitions, divestitures, market acceptance of our products, therapies and services, accounting estimates, financing activities, ongoing contractual obligations, working capital adequacy, value of our investments, our effective tax rate, our expected returns to shareholders, and sales efforts. In some cases, such statements may be identified by the use of terminology such as "anticipate," "believe," "could," "estimate," "expect," "forecast," "intend," "looking ahead," "may," "plan," "possible," "potential," "project," "should," "will," and similar words or expressions. Forward-looking statements in this Quarterly Report include, but are not limited to, statements regarding our ability to drive long-term shareholder value, development and future launches of products and continued or future acceptance of products, therapies and services in our segments; expected timing for completion of research studies relating to our products; market positioning and performance of our products, including stabilization of certain product markets; divestitures and the potential benefits thereof; the costs and benefits of integrating previous acquisitions; anticipated timing for United States (U.S.) Food and Drug Administration (U.S. FDA) and non-

U.S. regulatory approval of new products; increased presence in new markets, including markets outside the U.S.; changes in the market and our market share; acquisitions and investment initiatives, as well as integration of acquired companies into our operations; the resolution of tax matters; the effectiveness of our development activities in reducing patient care costs and hospital stay lengths; our approach towards cost containment; our expectations regarding healthcare costs, including potential changes to reimbursement policies and pricing pressures; our expectations regarding changes to patient standards of care; our ability to identify and maintain successful business partnerships; the elimination of certain positions or costs related to restructuring initiatives; outcomes in our litigation matters and governmental proceedings and investigations; general economic conditions; the adequacy of available working capital and our working capital needs; our payment of dividends and redemption of shares; the continued strength of our balance sheet and liquidity; our accounts receivable exposure; and the potential impact of our compliance with governmental regulations and accounting guidance.

We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition, results of operations, and/or cash flows. These forward-looking statements speak only as of the date of this Quarterly Report on Form 10-Q and are subject to a number of risks, uncertainties and assumptions described in the "Risk Factors" section and elsewhere in our Annual Report on Form 10-K. Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified, you should not rely on these forward-looking statements as predictions of future events. One must carefully consider forward-looking statements and understand that such forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified, and involve a variety of risks and uncertainties, known and unknown, including, among others, those discussed in the sections entitled "Government Regulation" within "Item 1. Business" and "Item 1A. Risk Factors" in our Annual Report on Form 10-K, as well as those related to:

- the COVID-19 pandemic, including new COVID-19 variants that may emerge from time to time, as well as potential impacts of the pandemic on healthcare staffing levels;
- competition in the medical device industry;
- reduction or interruption in our supply;
- laws and governmental regulations;
- quality problems;
- liquidity shortfalls;
- decreasing prices and pricing pressure;
- fluctuations in currency exchange rates;
- changes in applicable tax rates;
- positions taken by taxing authorities;
- adverse regulatory action;
- delays in regulatory approvals;
- litigation results;
- self-insurance;
- commercial insurance;
- healthcare policy changes;
- international operations;
- cybersecurity incidents;
- failure to complete or achieve the intended benefits of acquisitions or divestitures; or
- disruption of our current plans and operations.

Consequently, no forward-looking statement may be guaranteed, and actual results may vary materially from those projected in the forward-looking statements. We intend to take advantage of the Safe Harbor provisions of the Private Securities Litigation Reform Act of 1995 regarding our forward-looking statements and are including this sentence for the express purpose of enabling us to use the protections of the safe harbor with respect to all forward-looking statements. While we may elect to update these forward-looking statements at some point in the future, whether as a result of any new information, future events, or otherwise, we have no current intention of doing so except to the extent required by applicable law.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

CURRENCY EXCHANGE RATE RISK

Due to the global nature of our operations, we are exposed to currency exchange rate changes, which may cause fluctuations in earnings and cash flows. Fluctuations in the currency exchange rates of currency exposures that are unhedged, such as in certain emerging markets, may result in future earnings and cash flow volatility. The gross notional amount of all currency exchange rate derivative instruments outstanding at January 28, 2022 and April 30, 2021 was $15.2 billion and $14.7 billion, respectively. At January 28, 2022, these contracts were in a net unrealized gain position of $165 million. Additional information regarding our currency exchange rate derivative instruments is included in Note 8 to the current period's consolidated financial statements.

A sensitivity analysis of changes in the fair value of all currency exchange rate derivative contracts at January 28, 2022 indicates that, if the U.S. dollar uniformly strengthened/weakened by 10 percent against all currencies, it would have the following impact on the fair value of these contracts:

(in millions)	Increase (decrease) January 28, 2022
10% appreciation in the U.S. dollar	$ 1,055
10% depreciation in the U.S. dollar	(1,055)

Any gains and losses on the fair value of derivative contracts would generally be offset by gains and losses on the underlying transactions. These offsetting gains and losses are not reflected in the above analysis.

In the second quarter of fiscal year 2019, we began accounting for our operations in Argentina as highly inflationary, as the prior three-year cumulative inflation rate exceeded 100 percent. The change did not have a material impact on our results for the three and nine months ended January 28, 2022.

INTEREST RATE RISK

We are subject to interest rate risk on our short-term investments and our borrowings. We manage interest rate risk in the aggregate, while focusing on our immediate and intermediate liquidity needs. Our debt portfolio at January 28, 2022 was comprised of debt predominantly denominated in U.S. dollars and Euros, of which substantially all is fixed rate debt. We are also exposed to interest rate changes affecting our investments in interest rate sensitive instruments, which include our marketable debt securities.

A sensitivity analysis of the impact on our interest rate-sensitive financial instruments of a hypothetical 10 basis point change in interest rates, as compared to interest rates at January 28, 2022, would have the following impact on the fair value of these instruments:

(in millions)	Increase (decrease) January 28, 2022
10 basis point increase in interest rates	$ 32
10 basis point decrease in interest rates	(32)

For a discussion of current market conditions and the impact on our financial condition and results of operations, please see the “Liquidity” section of the current period's Management's Discussion and Analysis. For additional discussion of market risk, refer to Notes 6 and 8 to the current period's consolidated financial statements.

Item 4. Controls and Procedures

EVALUATION OF DISCLOSURE CONTROLS AND PROCEDURES

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act)) and changes in the Company’s internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) as of the end of the period covered by this report. Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of the period covered by this quarterly report, our disclosure controls and procedures (as defined in Rule 13a-15(e) of the Exchange Act) are effective.

CHANGES IN INTERNAL CONTROL OVER FINANCIAL REPORTING

There have been no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) under the Exchange Act) during the period covered by this Quarterly Report on Form 10-Q that have materially affected, or are reasonably likely to materially affect, the

Company's internal control over financial reporting. The Company has not experienced any material impacts to its internal controls over financial reporting despite the COVID-19 pandemic.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings

In August 2020, the Securities and Exchange Commission issued an updated ruling regarding the threshold for disclosure of proceedings under environmental laws to which a governmental authority is a party. In accordance with this updated ruling, we have adopted a disclosure threshold of $1 million in such circumstances, as we believe matters under this threshold are not material to the Company. A discussion of the Company’s policies with respect to legal proceedings is included in the management’s discussion and analysis, and our legal proceedings and other loss contingencies are described in Note 16 to the current period's consolidated financial statements.

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

Issuer Purchases of Equity Securities

The following table provides information about the shares repurchased by the Company during the third quarter of fiscal year 2022:

Fiscal Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as a Part of Publicly Announced Program	Maximum Approximate Dollar Value of Shares that may yet be Purchased Under the Program
10/30/2021-11/26/2021	459,300	$ 119.40	459,300	$ 4,667,337,271
11/27/2021-12/31/2021	1,953,300	106.18	1,953,300	4,459,929,772
1/1/2022-1/28/2022	1,020,900	106.83	1,020,900	4,350,866,973
Total	3,433,500	$ 108.14	3,433,500	$ 4,350,866,973

In March 2019, the Company's Board of Directors authorized the repurchase of $6.0 billion of the Company's ordinary shares. There is no specific time-period associated with these repurchase authorizations. During the third quarter of fiscal year 2022, the Company's Board of Directors authorized, and the Company redeemed the previously outstanding 1,872 Preferred A Shares for $0.075 million.

Item 5. Other Information

Medtronic has engaged in certain activities that it is required to disclose pursuant to Section 13(r)(1)(D)(ii) of the Securities Exchange Act of 1934, as amended. The activities described herein were expressly authorized by the U.S. Government under applicable economic sanctions regulations in effect as of the end of our third fiscal quarter of 2022.

Specifically, Medtronic’s affiliate in Russia, Medtronic Russia LLC (“Medtronic Russia”), is required under Russian law to complete certain notification and filing requirements to Russia’s Federal Security Service (“FSB”) regarding certain Medtronic medical devices that make use of encryption functionality that are imported into Russia. While the FSB has been included on the Specially Designated Nationals (“SDN”) List administered by the Office of Foreign Assets Control (“OFAC”), these activities were authorized at the time they occurred. In particular, Cyber General License No. 1B (“Cyber GL 1B”), issued by OFAC, authorized all transactions ordinarily incident to obtaining such permits from the FSB, provided that certain conditions are met.

On March 2, 2021, OFAC designated the FSB pursuant to an additional sanction's authority. While OFAC amended the applicable general license to confirm that all previously authorized dealings with the FSB remain authorized (notwithstanding the additional designation), the designation of the FSB with a "[NPWMD]" tag pursuant to Executive Order 13382 means that Medtronic is required under Section 13(r)(1)(D)(ii) of the Securities Exchange Act to disclose certain information as a result of this additional designation, as Section 13(r)(1)(D)(ii) does not contain an exception from its reporting requirements for activities that are authorized by the U.S. Government.

During the third quarter of fiscal year 2022 ending January 28, 2022, in the normal course of business and consistent with the authorization of Cyber GL 1B as in effect at the time, Medtronic Russia filed two notifications with the FSB, as required under local Russian law for the import of medical devices that make use of encryption functionality. These activities did not directly result in any revenues or profits for Medtronic. To the extent that notifications with the FSB remain permissible under U.S. law, Medtronic may decide to continue engaging in such activities for the limited purposes of complying with local law requirements in Russia.

Item 6. Exhibits

(a) Exhibits

10.1	Medtronic Capital Accumulation Plan Deferral Program (as restated generally effective January 1, 2017) (Conformed through the Amendment generally effective as of January 1, 2022)
10.2	2021 Medtronic plc Long Term Incentive Plan
10.3	Performance Share Unit Agreement 2021 Medtronic plc Long Term Incentive Plan
10.4	Non-Qualified Stock Option Agreement 2021 Medtronic plc Long Term Incentive Plan
10.5	Restricted Stock Unit Award Agreement for awards vesting 100% on the third anniversary of the grant date - 2021 Medtronic plc Long Term Incentive Plan
10.6	Restricted Stock Unit Award Agreement for awards vesting ratably on the first, second, third, and fourth anniversary of the grant date - 2021 Medtronic plc Long Term Incentive Plan
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.SCH	Inline XBRL Schema Document.
101.CAL	Inline XBRL Calculation Linkbase Document.
101.DEF	Inline XBRL Definition Linkbase Document.
101.LAB	Inline XBRL Label Linkbase Document.
101.PRE	Inline XBRL Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

SIGNATURE

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

	Medtronic plc
	(Registrant)
Date: March 3, 2022	/s/ Jennifer M. Kirk
	Jennifer M. Kirk
	Global Controller and Chief Accounting Officer
	(Principal Accounting Officer)

MEDTRONIC CAPITAL ACCUMULATION PLAN
DEFERRAL PROGRAM
(as restated generally effective January 1, 2017)

(Conformed through the Amendment generally effective as of January 1, 2022)

TABLE OF CONTENTS

MEDTRONIC CAPITAL ACCUMULATION PLAN
DEFERRAL PROGRAM

(as restated generally effective January 1, 2017)

Medtronic, Inc., a Minnesota corporation (“Medtronic”), previously established the Medtronic, Inc. Capital Accumulation Plan Deferral Program (the “Plan”) for the benefit of the Eligible Employees of Medtronic and certain of its Affiliates, effective May 1, 1986. The Plan was amended and restated effective January 1, 2008. On June 15, 2014, Medtronic entered into a Transaction Agreement with Covidien plc and the other parties named therein to acquire Covidien through the formation of a new holding company incorporated in Ireland that was renamed Medtronic plc (the “Transaction”). Following the Transaction, Medtronic plc, an Irish public limited company, adopted an amended and restated Plan, effective January 26, 2015, pursuant to which the Plan was renamed the Medtronic plc Capital Accumulation Plan Deferral Program. Medtronic plc decided to update the Plan, effective as of January 1, 2017, and to adopt an amended and restated Plan as of such date (the “Restatement Date”). Effective July 1, 2019, Medtronic shall assume sponsorship of the Plan and the Plan shall be renamed the Medtronic Capital Accumulation Plan Deferral Program.

This restatement applies, generally, to amounts deferred under the Plan on or after the Restatement Date, and to the payment of all amounts deferred under the Plan (whether such amounts were deferred before, on, or after the Restatement Date that have not yet been distributed as of the Restatement Date. Except as set forth in Article 6, no amount deferred under the Plan is intended to be “grandfathered” under Section 409A.

In the case of Participants who are employees, the Plan is intended to be (and shall be construed and administered as) an employee benefit pension plan under the provisions of ERISA, which is unfunded and maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, as described in Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA.

The Plan is not intended to be qualified under Section 401(a) of the Code. The Plan, as restated herein, is subject to, and intended to comply with, Section 409A of the Code.

The obligation of the Company to make payments under the Plan constitutes an unsecured (but legally enforceable) promise of the Company to make such payments and no person, including any Participant or Beneficiary, shall have any lien, prior claim or other security interest in any property of the Company as a result of the Plan.

ARTICLE 1 DEFERRED COMPENSATION ACCOUNT

Section 1.1 Establishment of Account. The Company shall establish one or more Accounts for each Participant which shall be utilized solely as a device to measure and determine the amount of deferred compensation to be paid under the Plan.

Section 1.2 Property of Company. Any amounts set aside for benefits payable under the Plan are the property of the Company, except, and to the extent, provided in the Trust.

ARTICLE 2 DEFINITIONS, GENDER, AND NUMBER

Section 1.1 Definitions. Whenever used in the Plan, the following words and phrases shall have the meanings set forth below unless the context plainly requires a different meaning, and when a defined meaning is intended, the term is capitalized.

1.1.1 "Account" means a bookkeeping account established by the Company on its books and records to record and determine the benefits payable to a Participant or Beneficiary under the Plan. The Company shall establish a separate Account on behalf of a Participant for:

(a) Each Deferral Election Agreement entered into by the Participant pursuant to Section 4.1.1, termed an "Elective Deferral Account;"

(b) Each Company Contribution made on the Participant's behalf pursuant to Section 4.1.2, termed a "Company Contribution Account;"

(c) Each deferral of Stock Units made by the Participant under the Plan as in effect prior to January 1, 2005, as described in Section 6.1 herein, termed a "Grandfathered Deferred Stock Unit Account;" and

(d) Each deferral of Stock Units made by the Participant under the Plan on or after August 1, 2020, in accordance with Section 6.2 herein, termed a "Non-Grandfathered Deferred Stock Unit Account."

The Committee may establish any number of sub-accounts on behalf of a Participant or Beneficiary as the Committee considers necessary or advisable for purposes of maintaining a proper accounting of amounts to be credited under the Plan on behalf of a Participant or Beneficiary.

1.1.2 "Affiliate" or "Affiliates" means the Company and any entity with which the Company would be considered a single employer under Section 414(b) of the Code (employees of controlled group of corporations) and Section 414(c) of the Code (employees of partnerships, proprietorships, etc., under common control).

1.1.3 "Base Salary," of a Participant for any period, means the Participant's total salary and wages from all Affiliates for such period, including any amount that would be included in the definition of Base Salary but for the individual's election to defer some of his or her salary pursuant to the Plan or any other deferred compensation plan established by an Affiliate; but excluding disability pay and any other remuneration paid by Affiliates, such as overtime, incentive compensation, stock options, distributions of compensation previously deferred, restricted stock, allowances for expenses (including moving, travel expenses, and automobile allowances), and fringe benefits whether payable in cash or in a form other than cash. In the case of an individual who is a participant in a plan sponsored by an Affiliate that is described in Section 401(k), 125 or 132(f) of the Code, the term Base Salary shall include any amount that would be included in the definition of Base Salary but for the individual's election to reduce his or her salary and have the amount of the reduction contributed to or used to purchase benefits under such plan. In the case of a Director, the term "Base Salary" shall mean the Director's annual retainer, meeting fees, and any other amounts payable to the Director by the Company and its Affiliates for services performed as a Director, excluding any amounts distributable under the Plan or amounts not paid in cash.

1.1.4 "Beneficiary" or "Beneficiaries" means the persons or trusts designated by a Participant in writing pursuant to Section 5.4.1(b) of the Plan as being entitled to receive any benefit payable under the Plan by reason of the death of a Participant, or, in the absence of such designation, the persons specified in Section 5.4.1(c) of the Plan.

1.1.5 “Board” means the Board of Directors of the Company as constituted at the relevant time.

1.1.6 "Code" means the Internal Revenue Code of 1986, as amended from time to time and any successor statute. References to a Code section shall be deemed to be to that section or to any successor to that section.

1.1.7 "Committee" means the Committee or individual appointed by the Compensation Committee of the Board (or any person or entity designated by the Committee) to administer the Plan pursuant to Section 9.4.

1.1.8 "Company" means Medtronic, Inc.

1.1.9 "Compensation," with respect to a Participant, for any period means the sum of such Participant's Base Salary and Incentive Compensation for such period; provided, however, that no such amount shall be treated as Compensation if it is paid or payable in respect of services to any "non-qualified entity" within the meaning of Section 457A of the Code.

1.1.10 "Deferral Election Agreement" means the agreement described in Section in which the Participant designates the amount of his or her Compensation, if any, that he or she wishes to contribute to the Plan and acknowledges and agrees to the terms of the Plan.

1.1.11 "Director" means a member of the Board who is not an employee of the Company.

1.1.12 "Domestic Relations Order" has the meaning set forth in Section 414(p)(1)(B) of the Code.

1.1.13 "Elective Deferral" means a contribution to the Plan made by a Participant pursuant to a Deferral Election Agreement that the Participant enters into with the Company. Elective Deferrals shall be made according to the terms of the Plan set forth in Section 4.1.1.

1.1.14 "Eligible Employee" means any employee who is a citizen or resident of the United States or Puerto Rico and who is: (a) an Officer or a Vice President of the Company or an Affiliate; (b) an employee of a Participating Affiliate whose Compensation for the Participating Affiliate's fiscal year ending immediately prior to the date on which he or she first enters into a Deferral Election Agreement equals or exceeds the dollar amount set forth on Schedule A, hereto, which schedule may be revised from time to time by the Company's Chief Executive Officer in his or her discretion; or (c) any individual designated as eligible to participate in the Plan by the Company's Chief Executive Officer. Notwithstanding the preceding sentence, in order for an employee to be an "Eligible Employee," he or she must be considered to be a member of a select group of management or highly compensated employees, within the meaning of Sections 201(2), 301(3), and 401(a)(1) of ERISA and rules established by the Committee. The Company may make such projections or estimates as it deems desirable in applying the eligibility requirements, and its determination shall be conclusive.

1.1.15 "Enrollment Period" means the period designated by the Company during which a Deferral Election Agreement may be entered into with respect to an Eligible Employee's Compensation as described in Section 4.1.1. Generally, the Enrollment Period must end no later than the end of the calendar year before the calendar year (or in the case of a Director, the Company's fiscal year) in which the services giving rise to the Compensation to be deferred are performed. As described in Section 4.1.1, an exception may be made to this requirement for individuals who first become eligible to participate in the Plan, and may be made in the case of

Elective Deferrals from certain types of Incentive Compensation considered to be Performance- Based Compensation, as determined by the Committee from time to time. In addition, other exceptions may be made by the Company from time to time consistent with the requirements of Section 409A.

1.1.16 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time and any successor statute. References to an ERISA section shall be deemed to be to that section or to any successor to that section.

1.1.17 "Event" means an event of change in control of the Company, as defined in the Trust.

1.1.18 "Incentive Compensation," of a Participant for any period, means the total remuneration of the Participant from all Affiliates for the period under the various incentive compensation programs maintained by Affiliates, including, but not limited to, commissions, annual incentive awards, the cash portion of the Medtronic, plc Amended and Restated 2013 Stock Award and Incentive Plan (or any successor thereto) and any amount that would be included in the definition of Incentive Compensation but for the individual's election to defer some or all of his or her Incentive Compensation pursuant to the Plan or any other deferred compensation plan established by an Affiliate, but excluding any other type of remuneration paid by Affiliates, such as Base Salary, overtime, stock options, distributions of compensation previously deferred, restricted stock, allowances for expenses (including moving expenses, travel expenses, and automobile allowances), and fringe benefits whether payable in cash or in a form other than cash. In the case of an individual who is a participant in a plan sponsored by an Affiliate that is described in Section 401(k), 125 or 132(f) of the Code, the term Incentive Compensation shall include any amount that would be included in the definition of Incentive Compensation but for the individual's election to reduce his or her Incentive Compensation and have the amount of the reduction contributed to or used to purchase benefits under such plan. The Committee shall designate from time to time those items of a Participant's Compensation deemed to be Incentive Compensation.

1.1.19 "Officer or Vice President" means an employee who is either elected by the Board or appointed by the Company's Chief Executive Officer to such position.

1.1.20 "Ordinary Shares" means the Company's common stock $.10 par value per share (as such par value may be adjusted from time to time).

1.1.21 "Participant" means an individual who is eligible to participate in the Plan and who has satisfied the requirements set forth in Section 3.2.

1.1.22 "Participating Affiliate" or "Participating Affiliates" means the Company and such Affiliates as may be designated by the Chief Executive Officer of the Company, or his designee, from time to time.

1.1.23 "Performance-Based Compensation," of a Participant for a period, means the Incentive Compensation of the Participant for such period where the amount of, or entitlement to, the Incentive Compensation is contingent on the satisfaction of pre-established organizational or individual performance criteria relating to a performance period of at least 12 consecutive months. Organizational or individual performance criteria are considered pre- established if established in writing by not later than 90 days after the commencement period of service to which the criteria relate, provided that the outcome is substantially uncertain at the time the criteria are established. Performance-based compensation may include payment based on performance criteria that are not approved by the Board or the Compensation Committee of the Board or by the stockholders of the Company. Performance-Based Compensation does not include any amount or portion of any amount that will be paid either regardless of performance, or based upon a level of performance that is substantially certain to be met at the time the criteria are established.

1.1.24 "Plan" means the "Medtronic Capital Accumulation Plan Deferral Program," as set forth herein and as amended or restated from time to time.

1.1.25 "Plan Year" means the 12-month period commencing each January 1 and ending the following December 31.

1.1.26 Prior Eligible Employee. "Prior Eligible Employee" means (i) any Eligible Employee who incurred a Separation from Service from the Company and who participated in the Plan or any other nonqualified deferred compensation plan maintained by the Company during the two years preceding such Eligible Employee's re-employment date, and (ii) any Eligible Employee whose Elective Deferral election was cancelled pursuant to the reasons set forth in Section 4.1.1 of the Plan.

1.1.27 "Restatement Date" means January 1, 2017, the effective date of this restatement.

1.1.28 "Retirement," of a Participant who is an Eligible Employee, means the Participant's Separation from Service on or after the date on which he or she attains age 55. In the case of a Director, "Retirement" shall mean the Participant's Separation from Service for any reason.

1.1.29 [Reserved]

1.1.30 "Separation from Service" or "Separate from Service," with respect to a Participant, means the Participant's separation from service with all Affiliates, within the meaning of Section 409A(a)(2)(A)(i) of the Code and the regulations under such section. Solely for this purpose, a Participant who is an Eligible Employee will be considered to have a Separation from Service when the Participant dies, retires, or otherwise has a termination of employment with all Affiliates. The employment relationship is treated as continuing intact while the Participant is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as the individual retains a right to reemployment with an Affiliate under an applicable statute or by contract. For purposes hereof, a leave of absence constitutes a bona fide leave of absence only if there is a reasonable expectation that the Participant will return to perform services for an Affiliate. If the period of leave exceeds six months and the individual does not retain a right to reemployment under an applicable statute or by contract, the employment relationship is deemed to terminate on the first date immediately following such six-month period. Notwithstanding the foregoing, where a leave of absence is due to any medically determinable physical or mental impairment that can be expected to last for a continuous period of not less than six months, where such impairment causes the employee to be unable to perform the duties of his or her position of employment or any substantially similar position of employment, the Company may substitute a 29-month period of absence for such six month.

Whether a termination of employment has occurred is determined based on whether the facts and circumstances indicate that the Affiliate and the Participant reasonably anticipated that no further services will be performed after a certain date or that the level of bona fide services the Participant will perform after such date (whether as an employee or independent contractor) will permanently decrease to no more than 40 percent of the average level of bona fide services performed (whether as an employee or independent contractor) over the immediately preceding 36-month period (or the full period of services if the Participant has been providing services for less than 36 months).

Notwithstanding anything in Section 2.1.2 to the contrary, in determining whether a Participant has had a Separation from Service with an Affiliate, an entity's status as an

"Affiliate" shall be determined substituting "50 percent" for "80 percent" each place it appears in Section 1563(a)(1), (2), and (3) and in Treasury Regulation Section 1.414(c)-2.

The Company shall have discretion to determine whether a Participant has experienced a Separation from Service in connection with an asset sale transaction entered into by the Company or an Affiliate, provided that such determination conforms to the requirements of Section 409A and the regulations and other guidance issued under such section, in which case the Company's determination shall be binding on the Participant.

A Director is considered to have a Separation from Service when he or she ceases to perform services as a Director and the Company does not then anticipate that the Director will continue to perform services for any Affiliate. Notwithstanding the foregoing, if a Participant provides services both as a Director and an employee, the services provided as a Director are not taken into account in determining whether the Participant has a Separation from Service as an employee for purposes of the Plan contributions made with respect to services performed as an employee, and the services provided as an employee are not taken into account for purposes of determining whether the Participant has had a Separation from Service for purposes of Plan contributions made with respect to services performed as a Director.

1.1.31 "Section 409A" means section 409A of the Internal Revenue Code, as amended from time to time and any successor statute.

1.1.32 "Specified Employee" means an employee of an Affiliate who is subject to the six-month delay rule described in Section 409A(2)(B)(i) of the Code. The Company shall establish a written policy for identifying Specified Employees in a manner consistent with Section 409A, which policy may be amended by the Company from time to time as permitted by Section 409A.

1.1.33 "Stock Compensation" means the stock-settled incentive compensation payable pursuant to the Medtronic, plc Amended and Restated 2013 Stock Award and Incentive Plan (or any successor thereto) and any amount that would be included in the definition of Stock Compensation but for the individual's election to defer some or all of his or her Stock Compensation pursuant to the Plan or any other deferred compensation plan established by an Affiliate, including, without limitation, awards of restricted stock units and performance stock units.

1.1.34 "Stock Deferral Election Agreement" means the agreement described in Section 6.2.1 in which the Participant designates the amount of his or her Stock Compensation, if any, that he or she wishes to contribute to the Plan and acknowledges and agrees to the terms of the Plan. Except as otherwise provided in Section 6.2, a Stock Deferral Election Agreement shall be treated as a Deferral Election Agreement for all Plan purposes.

1.1.35 "Stock Elective Deferral" means a contribution to the Plan made by a Participant pursuant to a Stock Deferral Election Agreement that the Participant enters into with the Company. Stock Elective Deferrals shall be made according to the terms of the Plan set forth in Section 6.2. Except as otherwise provided in Section 6.2, a Stock Elective Deferral shall be treated as an Elective Deferral for all Plan purposes.

1.1.36 "Stock Unit" means a notational unit representing the right to receive one Ordinary Share.

1.1.37 "Trust" means the Medtronic plc Compensation Trust Agreement Number One, as may be amended from time to time.

Section 1.2 Gender and Number. Except as otherwise indicated by context, masculine terminology used herein also includes the feminine and neuter, and terms used in the singular may also include the plural.

ARTICLE 3 PARTICIPATION

Section 1.1 Who May Participate. Participation in the Plan is limited to Eligible Employees and, to the extent permitted by the Committee or the Board, Directors.

Section 1.2 Time and Conditions of Participation. An Eligible Employee or Director shall become a Participant only upon his or her compliance with the following terms and such other terms and conditions as the Committee may from time to time establish for the implementation of the Plan, including, but not limited to, any condition the Committee may deem necessary or appropriate for the Company to meet its obligations under the Plan.

1.1.1 A newly hired Eligible Employee who is not a Prior Eligible Employee will be eligible to become a Participant on the thirtieth day after his or her date of hire.

1.1.2 A Prior Eligible Employee will be eligible to become a Participant as of the first day of the calendar year that occurs immediately after the Prior Eligible Employee's re- employment date or, if applicable, the Elective Deferral cancellation date.

Section 1.3 Termination and Suspension of Participation. Once an individual has become a Participant, participation shall continue until payment in full of all benefits to which the Participant or Beneficiary is entitled under the Plan.

Section 1.4 Missing Persons. Each Participant and Beneficiary entitled to receive benefits under the Plan shall be obligated to keep the Company informed of his or her current address until all Plan benefits that are due to be paid to the Participant or Beneficiary have been paid to him or her. If, after having made reasonable efforts to do so, the Company is unable to locate the Participant or Beneficiary for purposes of making a distribution, the Participant's or Beneficiary's Plan benefit will be forfeited. In no event will a Participant's or Beneficiary's benefit be paid to him or her later than the date otherwise required by the Plan.

Section 1.5 Relationship to Other Plans. Participation in the Plan shall not preclude participation of the Participant in any other fringe benefit program or plan sponsored by an Affiliate for which such Participant would otherwise be eligible.

ARTICLE 4 ENTRIES TO ACCOUNT

Section 1.1 Contributions.

1.1.1 Deferrals. A Participant may elect to reduce his or her Compensation for a Plan Year and have the amount of the reduction contributed to the Plan on the Participant's behalf as an Elective Deferral. A Participant wishing to make an Elective Deferral under the Plan for a Plan Year shall enter into a Deferral Election Agreement during the Enrollment Period immediately preceding the Plan Year, except as described below. A separate Deferral Election Agreement must be entered into for each Plan Year that a Participant wishes to make Elective Deferrals under the Plan. The Committee may require that a Participant enter into a separate

Deferral Election Agreement for Base Compensation and Incentive Compensation that he or she wishes to defer and, if the Participant is eligible to receive more than one type of Incentive Compensation, that he or she enter into a separate Deferral Election Agreement for each type of Incentive Compensation he or she is eligible to receive. In order to be effective, the Deferral Election Agreement must be completed and submitted to the Company at the time and in the manner specified by the Committee, which may be no later than the last day of the Enrollment Period. The Company shall not accept Deferral Election Agreements entered into after the end of the Enrollment Period. Notwithstanding anything in this paragraph to the contrary, in the case of a Director, the Deferral Election Agreement will apply to the Company's fiscal year that begins in the Plan Year immediately following the Enrollment Period.

When an individual (other than a Prior Eligible Employee) first becomes eligible to participate in the Plan (due to hire, but not promotion), the Committee may, in its discretion, allow the individual to enter into a Deferral Election Agreement within 30 days after he or she first becomes eligible to participate in the Plan. Such Deferral Election Agreement may be filed by such method as may be established by the Committee, including electronically. In order to be effective, the Deferral Election Agreement must be completed and submitted on or before the 30- day period has elapsed. Deferral Election Agreements entered into after the 30-day period has elapsed will not be accepted. The Deferral Election Agreement may only apply to Compensation earned after the date on which the Deferral Election is filed, consistent with Section 409A of the Code.

If the eligible individual fails to complete a Deferral Election Agreement by such time, he or she may enter into a Deferral Election Agreement during any succeeding Enrollment Period in accordance with the rules described in the preceding paragraph. For Compensation that is earned based upon a specified performance period (for example an annual bonus) where a Deferral Election Agreement is entered into in the first year of eligibility but after the beginning of the performance period, the Deferral Election Agreement must apply to Compensation paid for services performed after the Deferral Election Agreement is entered into. For this purpose, a Deferral Election Agreement will be deemed to apply to Compensation paid for services performed after the Deferral Election Agreement is entered into if the Deferral Election Agreement applies to no more than an amount equal to the total amount of the Compensation for the performance period multiplied by the ratio of the number of days remaining in the performance period after the Deferral Election Agreement is entered into over the total number of days in the performance period. The term "Plan," for purposes of this paragraph, means the Plan and any other plan required to be aggregated with the Plan pursuant to Section 409A and the regulations and other guidance under such section.

Except as otherwise specified in this Section 4.1.1, a Deferral Election Agreement will be effective to defer Compensation earned after the Deferral Election Agreement is entered into, and not before.

Deferral Election Agreements for Base Salary and Incentive Compensation other than Performance-Based Compensation must be completed and submitted to the Company at the time described above that is ordinarily applicable to Deferral Election Agreements (subject to the exception for individuals who are newly eligible to participate). Deferral Election Agreements for Incentive Compensation that is Performance-Based Compensation must be completed and submitted to the Company no later than six months before the end of the performance period for the Incentive Compensation; provided, however, that in order for such an election to be valid the Participant must perform services continuously from the beginning of the performance period (or the date the performance criteria are established, if later) through the date the Deferral Election Agreement is entered into, and provided, further, that in no event may a Deferral Election Agreement be effective to defer Incentive Compensation after the Incentive Compensation has become reasonably ascertainable. For purposes hereof, if Incentive Compensation is a specific or calculable amount, the Incentive Compensation is readily ascertainable if and when the amount is first substantially certain to be paid. If the Incentive Compensation is not a specific or calculable amount (for example, the amount may vary based upon the level of performance) the Incentive

Compensation, or any portion thereof, is readily ascertainable when the amount is both calculable and substantially certain to be paid. Accordingly, in general, any minimum amount that is both calculable and substantially certain to be paid will be treated as readily ascertainable. The Committee shall determine from time to time whether an item of Incentive Compensation is considered Performance-Based Compensation for these purposes.

Each Deferral Election Agreement shall specify the amount of Compensation the Participant wishes to have deducted from his or her Compensation and contributed to the Plan by type and percentage or dollar amount, subject to the following rules:

(a) *Base Compensation*. Each Participant may elect to make an Elective Deferral under the Plan for each Plan Year in an amount equal to any whole percentage or dollar amount not in excess of 50% of his or her Base Compensation (determined on a pay period basis).

(b) *Incentive Compensation*. Each Participant may elect to make an Elective Deferral under the Plan for each Plan Year in an amount equal to any whole percentage or dollar amount not in excess of 80% of his or her Incentive Compensation.

(c) *Minimum Elective Deferral*. The Committee may from time to time establish a minimum amount that may be deferred by a Participant pursuant to this Section 4.1.1 for any Plan Year. That minimum may be zero for certain categories of Eligible Employees with respect to certain types of Compensation.

The Company shall establish an Elective Deferral Account for each Elective Deferral Agreement entered into by a Participant, and if more than one type of Compensation is deferred under a Deferral Election Agreement, for each separate type of Compensation deferred. Elective Deferrals made under the Elective Deferral Agreement shall be credited to the Account as soon as administratively reasonable after the Compensation would have been paid to the Participant had the Participant not elected to defer it under the Plan.

In general, a Deferral Election Agreement shall become irrevocable as of the last day of the Enrollment Period applicable to it. However, if a Participant incurs an “unforeseeable emergency,” as defined in Section 5.4.5(g) after the Deferral Election Agreement otherwise becomes irrevocable, the Deferral Election Agreement shall be cancelled as of the date on which the Participant is determined to have incurred the unforeseeable emergency and no further Elective Deferrals will be made under it. In addition, if a Participant becomes “disabled” (as defined below), the Company may, in its discretion, cancel the Participant’s Deferral Election Agreement then in effect, provided that such cancellation is made no later than end of the Plan Year, or if later, the 15th day of the third month following the date on which the Participant becomes disabled, and provided, further that the Company does not allow the Participant a direct or indirect election regarding the cancellation. For purposes of the preceding sentence, “disability” means any medically determinable physical or mental impairment resulting in the Participant’s inability to perform the duties of his or her position or any substantially similar position, where such impairment can be expected to result in death or can be expected to last for a continuous period of not less than six months.

At the time a Participant enters into a Deferral Election Agreement, the Participant shall, as part of such agreement, elect the time, and if applicable the form, of distribution of the Elective Deferral Account or Accounts corresponding to the Deferral Election Agreement in accordance with Section 5.1.

Notwithstanding any other provision of the Plan, no amount may be deferred under the Plan if such deferral would violate the provisions of Section 457A of the Code by virtue of being paid or payable in respect of services to any "non-qualified entity" within the meaning of Section 457A of the Code.

1.1.2 Company Contributions. The Company may make a contribution to an Account under the Plan on behalf of one or more Eligible Employees or Directors in such amount and at such time and based upon such criteria as the Company, in its sole and absolute discretion, deems appropriate or desirable. The Company shall establish a separate Company Contribution Account for each Participant for each contribution made by the Company on the Participant's behalf pursuant to this Section 4.1.2. The Company Contribution shall be credited to this Account at the time and in the manner specified by the Committee. At the time a Company Contributions Account is established, the Company shall specify the time and manner in which it will be distributed to the Participant.

Section 1.2 Crediting Rate. The Committee shall designate the manner in which a Participant's Elective Deferral Accounts and Company Contribution Accounts are to be credited with gains and losses as described on Schedule B hereto, which Schedule may be amended from time to time in the Committee's discretion. If the Committee designates specific investment funds to serve as an index for crediting gains and losses to such Accounts: (a) the Participant shall be entitled to designate which such fund or funds shall be used to measure gains and losses on such Accounts and to change such designation in accordance with rules established by the Committee (in which case, such change shall be effective prospectively); (b) the Accounts will be credited with gains and losses as if invested in such fund or funds in accordance with the Participant's designation and the rules established by the Committee; and (c) the Committee may, in its sole discretion, eliminate any investment fund or funds previously designated by it, substitute a new investment fund or funds therefore, or add an investment fund or funds, at any time. If the Committee makes any such investment funds available for this purpose, the Company shall have no obligation to actually invest any amounts in any such investment funds.

Section 1.3 Vesting. Each Elective Deferral Account will be fully vested immediately. Each Company Contribution Account will vest in the manner specified by the Company at the time the Company Contribution Account is established.

ARTICLE 5 DISTRIBUTION OF ACCOUNTS

Section 1.1 Distribution of Elective Deferral Accounts.

1.1.1 Distribution of Amounts Deferred Prior to January 1, 2022.

(a) Time of Distribution. A Participant shall be entitled to elect whether distribution of an the portion of the Participant's Elective Deferral Account attributable to Participant Elective Deferrals deferred prior to January 1, 2022, and income, gains and losses on such contributions (collectively, a "Pre-2022 Elective Deferral Account") shall begin at: (a) a specified future date, which must be at least five years after the first day of the Plan Year (or in the case of a Director, the first day of the Company's fiscal year, and in the case of a deferral of Performance-Based Compensation, the first day of the last year of a performance cycle) to which the Deferral Election Agreement applies; or (b) the Participant's Retirement. If the Participant elects to have distribution commence at a specified future date, the distribution commencement date must be specified in his or her Deferral Election Agreement in which case distribution will commence to the Participant no later than the end of the Plan Year, or if later, the 15th day of the third calendar month, following the specified date. If the Participant elects to have distributions commence at his or her Retirement, distribution will commence to the Participant within 90 days after his or her Retirement. If the Participant does not specify the distribution commencement date of a Pre-2022 Elective Deferral Account, the Participant will be deemed to have elected to have distribution of the Pre-2022 Elective Deferral Account commence at his or her Retirement.

(b) Form of Distribution. If a Participant elects to have distribution of an a Pre-2022 Elective Deferral Account commence at a specified date, the Pre-2022 Elective Deferral Account will be distributed to the Participant in a lump sum. If the Participant elects to have distribution of an a Pre-2022 Elective Deferral Account commence at Retirement, the Participant shall elect the form of distribution from those specified below:

(i) lump sum; or

(ii) monthly installments over five, ten or 15 years.

1.1.2 Distribution of Amounts Deferred On and After January 1, 2022.

(a) Time of Distribution. A Participant shall be entitled to elect whether distribution of the portion of the Participant's Elective Deferral Account attributable to Participant Elective Deferrals deferred on or after January 1, 2022, and income, gains, and losses on such contributions (collectively, a "Post-2022 Elective Deferral Account") shall begin at: (a) a specified future date, which must be at least five years after the first day of the Plan Year (or in the case of a Director, the first day of the Company's fiscal year, and in the case of a deferral of Performance-Based Compensation, the first day of the last year of a performance cycle) to which the Deferral Election Agreement applies; or (b) the Participant's Retirement. If the Participant elects to have distribution commence at a specified future date, the distribution commencement date must be specified in his or her Deferral Election Agreement in which case distribution will commence to the Participant no later than the end of the Plan Year, or if later, the 15th day of the third calendar month, following the specified date. If the Participant elects to have distributions commence at his or her Retirement, distribution will commence to the Participant as soon as administratively feasible on or after the first day of the seventh month following his or her Retirement. If the Participant does not specify the distribution commencement date of a Post-2022 Elective Deferral Account, the Participant will be deemed to have elected to have distribution of the Post-2022 Elective Deferral Account commence following his or her Retirement.

(b) Form of Distribution. If a Participant elects to have distribution of a Post-2022 Elective Deferral Account commence at a specified date, the Post-2022 Elective Deferral Account will be distributed to the Participant in a lump sum. If the Participant elects to have distribution of a Post-2022 Elective Deferral Account commence at Retirement, the Participant shall elect the form of distribution from those specified below:

(i) lump sum; or

(ii) monthly installments over five, ten or 15 years.

Section 1.2 Distribution of Company Contribution Account. Distribution to a Participant of a Company Contribution Account shall be made at the time and in the manner specified by the Company at the time the Participant first has a legally binding right to the amounts credited to the Account, subject to Sections 5.3 and 5.4.

Section 1.3 Subsequent Election to Change Payment Terms. On or after January 1, 2017, a Participant may modify a Deferral Election Agreement, and the distribution terms specified by the Company with respect to a Company Contribution Account, to postpone the distribution commencement date of the Account to a later date and, in the case of an Account whose distribution is scheduled to commence at Retirement, change the form of distribution to another form permitted under clause (b) of Sections 5.1.1 and 5.1.2 up to two times per Account source as determined by the Committee. In order to be effective, the requested modification must: (a) be in writing and be submitted to the Company at the time and in the manner specified by the Committee; (b) not take effect for at least 12 months from the date on which it is submitted to the Company; (c) in the case of an Account whose distribution is scheduled to commence at a specified date pursuant to clause (a) of Sections 5.1.1 and 5.1.2, be submitted to the Company at least 12 months prior to the specified date; and (d) specify a new distribution commencement date that is no earlier than five years after the date distribution would otherwise have commenced. For purposes hereof, if the "specified date" referred to in clause (a) of Sections 5.1.1 and 5.1.2 is a Plan Year rather than a specified date within a Plan Year, the "specified date" shall be deemed to be the first day of the Plan Year.

Section 1.4 Exception to Payment Terms. Notwithstanding anything in this Article 5 or a Participant's Deferral Election Agreement to the contrary, the following terms, if applicable, shall apply to the payment of a Participant's Elective Deferral Accounts and Company Contribution Accounts.

1.1.1 Death.

(a) Time and Form of Payment. In the event a Participant dies while there are amounts remaining in an Account, the Account (or the remaining balance of the Account if distributions have commenced) shall be paid to the Participant's Beneficiary in a lump sum within 90 days after the Participant's death.

(b) Designation by Participant. Each Participant has the right to designate primary and contingent Beneficiaries for death benefits payable under the Plan. Such Beneficiaries may be individuals or trusts for the benefit of individuals. A Beneficiary designation by a Participant shall be in writing on a form acceptable to the Committee and shall only be effective upon delivery to the Company. A Beneficiary designation may be revoked by a Participant at any time by delivering to the Company either written notice of revocation or a new Beneficiary designation form. The Beneficiary designation form last delivered to the Company prior to the death of a Participant shall control.

(c) Failure to Designate Beneficiary. In the event there is no Beneficiary designation on file with the Company at the Participant's death, or if all Beneficiaries designated by a Participant have predeceased the Participant, any benefits payable pursuant to this Section 5.4.1 will be paid to the Participant's surviving spouse, if living; or if the Participant does not leave a surviving spouse, to the Participant's children, if any, in equal shares, except that if any of the children predecease the Participant but leave issue surviving the Participant, such issue shall take by right of representation, the share their parent would have taken if living; for purposes of this provision, "children" shall not include stepchildren unless such stepchildren have been legally adopted by the Participant; or, if there are no such surviving issue, to the Participant's estate.

1.1.2 Separation from Service.

(a) Distribution of Amounts Deferred Prior to January 1, 2022. If a Participant has a Separation from Service other than due to Retirement or death, the Participant shall receive the balance in each of his or her Pre-2022 Elective Deferral Accounts and the portion of his or her Company

Contribution Account attributable to Company Contributions to which the Participant first had a legally binding right prior to January 1, 2022, and income, gains, and losses on such contributions (collectively, a

"Pre-2022 Company Contribution Account") in the form of monthly installments over a five-year period, regardless of any payment election the Participant may have made under the Plan. Payments pursuant to this Section 5.4.2(a) shall commence within 90 days after the Participant's Separation from Service.

(b) Distribution of Amounts Deferred On and After January 1, 2022. If a Participant has a Separation from Service other than due to Retirement or death, the Participant shall receive the balance of his or her Post-2022 Elective Deferral Account and the portion of his or her Company Contribution Account attributable to Company Contributions to which the Participant first had a legally binding right on or after January 1, 2022, and income, gains, and losses on such contributions (collectively, a "Post-2022 Company Contribution Account") in the form of monthly installments over a five-year period, regardless of any payment election the Participant may have made under the Plan. Payments pursuant to this Section 5.4.2(b) shall commence as soon as administratively feasible on or after the first day of the seventh month following the Participant's Separation from Service.

1.1.3 Small Account Balances. If at any time the present value of any benefit under the Plan that would be considered a "single plan" under Treasury Regulation Section 1.409A-1(c)(2) together with the present value of any benefit required to be aggregated with such benefit under Treasury Regulation Section 1.409A-1(c)(2), is less than the dollar limit set forth in Section 402(g) of the Code, the Company may, in its discretion, distribute such benefit (or benefits) to the Participant in the form of a lump sum, provided that the payment results in the liquidation of the entirety of the Participant's interest under the "single plan," including all benefits required to be aggregated as part of the "single plan" under Treasury Regulation Section 1.409A-1(c)(2).

1.1.4 Delay in Distributions.

(a) Except as set forth in Section 5.4.5, if a Participant is a Specified Employee as of the date of his or her Separation from Service, any distributions that under the terms of the Plan are to commence to the Participant on his or her Separation from Service ("separation distributions") shall commence within 90 days after the Participant's "delayed distribution date" (as defined below). In this case, the Company shall, in its discretion, determine whether the first separation distribution to the Participant shall include the aggregate amount of any separation distributions that, but for this paragraph (a), would have been paid to the Participant from the date of his or her Separation from Service until the delayed distribution date, or whether each separation distribution shall be delayed for six months. For purposes of this paragraph (a), a Specified Employee's "delayed distribution date" is the first day of the seventh month following the Participant's Separation from Service, or if earlier, the date of the Participant's death.

(b) A payment under the Plan may be delayed by the Company under any of the following circumstances so long as all payments to similarly situated Participants are treated on a reasonably consistent basis:

(i) The Company reasonably anticipates that if such payment were made as scheduled, the Company's deduction with respect to such payment would not be permitted under Section 162(m) of the Code, provided that the payment is made either during the first Plan Year in which the Company reasonably anticipates, or should reasonably anticipate, that if the payment is made during such year, the deduction of such payment will not be barred by application of Section 162(m) or during the period beginning with the date of the Participant’s Separation from Service and ending on the later of the last day of the Company's fiscal year in which the Participant has a Separation from Service or the 15th day of the third month following the Separation from Service.

(ii) The Company reasonably anticipates that the making of the payment will violate Federal securities laws or other applicable law, provided that the payment is made at the earliest date at which the Company reasonably anticipates that the making of the payment will not cause such violation.

(iii) Upon such other events as determined by the Company and according to such terms as are consistent with Section 409A or are prescribed by the Commissioner of Internal Revenue.

1.1.5 Acceleration of Distributions. The Company may, in its discretion, distribute all or a portion of a Participant's Accounts at an earlier time and in a different form than specified above in this Article 5 under the circumstances described below:

(a) As may be necessary to fulfill a Domestic Relations Order. Distributions pursuant to a Domestic Relations Order shall be made according to administrative procedures established by the Company.

(b) To the extent reasonably necessary to avoid the violation of ethics laws or conflict of interest laws pursuant to Section 1.409A-3(j)(ii) of the Treasury regulations.

(c) To pay FICA on amounts deferred under the Plan and the income tax resulting from such payment.

(d) To pay the amount required to be included in income as a result of the Plan's failure to comply with Section 409A.

(e) If the Company determines, in its discretion, that it is advisable to liquidate the Plan in connection with a termination of the Plan pursuant to Section 10.2, subject to Article 7.

(f) As satisfaction of a debt of the Participant to an Affiliate, where such debt is incurred in the ordinary course of the service relationship between the Affiliate and the Participant, the entire amount of the reduction in any Plan Year does not exceed $5,000, and the reduction is made at the same time and in the same amount as the debt otherwise would have been due and collected from the Participant.

(g) If the Participant has an unforeseeable emergency. For these purposes an "unforeseeable emergency" is a severe financial hardship to the Participant, resulting from an illness or accident of the Participant, the Participant's spouse, the Beneficiary, or the Participant's dependent (as defined in Section 152, without regard to Section 152(b)(1), (b)(2), and (d)(1)(B) of the Code); loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by insurance, for example, not as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. For example, the imminent foreclosure of or eviction from the Participant's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for funeral expenses of a spouse, Beneficiary, or a dependent (as defined in Section 152, without regard to 152(b)(1), (b)(2), and (d)(1)(B) of the Code) may also constitute an unforeseeable emergency. Except as otherwise provided in this paragraph (g), the purchase of a home and the payment of college tuition are not unforeseeable emergencies. Whether a Participant or Beneficiary is faced with an unforeseeable emergency permitting a distribution under this paragraph (g) is to be determined based on the relevant facts and circumstances of each case, but, in any case a distribution on account of an unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not cause severe financial hardship, or by cessation of Elective Deferrals. Distributions because of an unforeseeable emergency must be limited to the amount reasonably necessary to satisfy the emergency need (which may include amounts necessary to pay any Federal, state, local, or foreign income taxes or penalties reasonably anticipated to result from the distribution). A determination of the amounts reasonably necessary to satisfy the emergency need must take into account any additional compensation that is available due to cancellation of the Participant's Deferral Election Agreement pursuant to Section 4.1.1 as a result of this paragraph (g).

Notwithstanding anything in this Section 5.4.5 to the contrary, except for a Participant's election to request a distribution due to an unforeseeable emergency under paragraph (g), above (which the Participant, in his or her discretion, may elect to make or not make), the Company shall not provide the Participant with discretion or a direct or indirect election regarding whether a payment is accelerated pursuant to this Section 5.4.5.

Section 1.5 Determination of Amount of Installment Payment. An Account to be distributed in the form of installments will be credited with gains and losses pursuant to Section 4.2 during the payout period. The dollar amount of each installment payment will be determined as follows. For the first Plan Year in which installment payments are to be made, the Account balance will be determined as of the distribution commencement date (taking into account any Elective Deferrals, vested Company contributions and gains and losses credited to the Account pursuant to Section 4.2 as of such date). For this year, the amount of each installment payment will be determined by dividing the Account balance, as so determined, by the total number of months that installment payments are required to be made to exhaust the Account. For each Plan Year thereafter, the dollar amount of each installment payment to be paid during the Plan Year will be determined once during the year, at the beginning of the Plan Year (the "Valuation Date"), by dividing the Account balance, determined as of the Valuation Date (taking into account gains and losses credited to the Account pursuant to Section 4.2 and payments that have been made from the Account as of such Valuation Date), by the total number of months remaining, determined as of such Valuation Date, that installment payments are required to be made to exhaust the Account.

ARTICLE 6 SPECIAL RULES FOR DEFERRED STOCK UNIT ACCOUNTS

Section 1.1 Grandfathered Stock Unit Deferrals. Article 5 of the Plan, as in effect prior to January 1, 2005, permitted certain Participants to defer the gain they otherwise would have realized on the exercise of stock options granted to them by Medtronic and to convert that gain to the right to receive stock (now Ordinary Shares) at a future date, expressed in terms of Stock Units. Each deferral of Stock Units by a Participant was credited to a separate Deferred Stock Unit Account maintained by Medtronic on the Participant's behalf under the Plan, which Account is credited with dividend equivalents in the manner determined by the Committee and distributed to the

Participant at the time and manner elected by the Participant, subject to the terms of the Plan. Effective December 31, 2004, all deferrals of stock option gains ceased and no new Deferred Stock Unit Accounts were permitted to be established under the Plan. The Company shall continue to maintain and administer the Deferred Stock Unit Accounts established prior to January 1, 2005, according to Article 5 of the Plan as in effect immediately prior to January 1, 2005. The Deferred Stock Unit Accounts shall be treated as grandfathered under, and therefore not subject to, Section 409A of the Code.

Section 1.2

1.1.1 Non-Grandfathered Stock Unit Deferrals. A Participant may elect to reduce his or her Stock Compensation for a Plan Year and have the amount of the reduction contributed to the Plan and credited as Stock Units in one or more Non-Grandfathered Deferred Stock Unit Accounts. A Participant wishing to defer his or her Stock Compensation under the Plan for a Plan Year shall enter into a Stock Deferral Election Agreement. A separate Stock Deferral Election Agreement must be entered into for each Plan Year that a Participant wishes to defer his or her Stock Compensation under the Plan. In order to be effective, the Stock Deferral Election Agreement must be completed and submitted to the Company at the time and in the manner specified by the Committee. For the avoidance of doubt, with respect to Stock Deferral Election Agreements and Stock Elective Deferrals, the terms of Section 6.2 shall supersede the provisions of the Plan to the extent such provisions are inconsistent with the terms of Section 6.2.

1.1.2 Stock Deferral Election. Each Stock Deferral Election Agreement shall specify the amount of Stock Compensation the Participant wishes to have deducted from his or her Stock Compensation and contributed to the Plan by percentage. Each Participant may elect to make a Stock Elective Deferral under the Plan for each Plan Year in an amount equal to any whole percentage equal to not less than 5% and not in excess of 80% of his or her Stock Compensation.

1.1.3 Crediting. Each deferral of Stock Compensation shall be credited as Stock Units to a Non-Grandfathered Deferred Stock Unit Account.

1.1.4 Vesting. The Stock Units credited to each Non-Grandfathered Deferred Stock Unit Account will vest in accordance with the terms and conditions of the Medtronic, plc Amended and Restated 2013 Stock Award and Incentive Plan (or any successor thereto) and the written award agreement pursuant to which the underlying Stock Compensation was issued to the Participant.

1.1.5 Distribution. A Participant shall be entitled to elect whether distribution of a Non-Grandfathered Deferred Stock Unit Account shall be made as follows: (a) in a lump sum upon the Participant's Separation from Service (or, if later, the vesting date applicable to the underlying Stock Compensation); (b) in five (5) substantially equal installments over the five (5) year period following the Participant's Separation from Service (or, if later, the vesting date applicable to the underlying Stock Compensation) or (c) in ten (10) substantially equal installments over the ten (10) year period following the Participant's Separation from Service (or, if later, the vesting date applicable to the underlying Stock Compensation).

ARTICLE 7 CHANGE IN CONTROL PROVISIONS

Section 1.1 Application of Article 7. To the extent applicable, the provisions of this Article 7 relating to an Event of change in control of the Company shall control, notwithstanding any other provision of the Plan to the contrary, and shall supersede any other provision of the Plan to the extent inconsistent with the provisions of this Article 7.

Section 1.2 Payments to and by the Trust. Pursuant to the terms of the Trust, the Company is required to make certain payments to the Trust if an Event occurs or if the Company determines that it is probable that an Event may occur. The obligation of the Company to make such payments shall be considered an obligation under the Plan; provided, however, that such obligation shall at all times be and remain subject to the terms of the Trust as in effect from time to time.

Section 1.3 Legal Fees and Expenses. The Company shall reimburse a Participant or his or her Beneficiary for all reasonable legal fees and expenses incurred by such Participant or Beneficiary after the date of an Event in seeking to obtain any right or benefit provided by the Plan; provided, however, that: (a) any such reimbursement shall be made during a period not to exceed 20 years following the date of the Event; (b) the amount eligible for reimbursement during a taxable year of the Participant or Beneficiary shall not affect the amount eligible for reimbursement in any other taxable year; (c) the reimbursement is made on or before the last day of the Participant's or Beneficiary's taxable year following the taxable year in which the legal fees and expenses are incurred; and (d) the right to reimbursement is not subject to liquidation or exchange for another benefit.

Section 1.4 Late Payment and Additional Payment Provisions. If, after the date of an Event, the Company delays a payment required to be made under the Plan past the final date that the payment was due to be made, the amount of each such delayed payment shall be credited with interest at the rate of five percent per year, compounded quarterly, from the date on which the distribution was required to be made under the terms of the Plan until the actual date of the distribution. In the event that this interest is to be credited for some period less than a full calendar quarter, the interest shall be determined and compounded for the fractional quarter. This interest represents a late payment penalty for the delay in payment and is intended to supplement any other interest or gains credited to a Participant's Account under the Plan.

Any benefit payments made by the Company after the date on which a benefit distribution was required to be made under the terms of the Plan shall be applied first against the first due of such benefit distributions (with application first against any applicable late payment penalty and next against the benefit amount itself) until fully paid, and next against the next due of such payments in the same manner, and so forth, for purposes of calculating the late payment penalties hereunder.

In the event that payment of benefits has commenced to a Participant or Beneficiary prior to the date of an Event, then the date on which distribution was required to be made under the terms of the Plan shall be determined with reference to the payment provision that was in effect prior to the date of the Event. No adjustment may be made to any payment form which was in effect prior to the date of an Event with respect to any Account which would have the effect of delaying payments otherwise to be made under the payment form or otherwise increasing the period of time over which payments are to be made, except as elected by the Participant pursuant to the Plan.

Participants and their Beneficiaries shall be entitled to benefit payments under the Plan plus the late payment penalty referred to hereinabove first from the Trust and secondarily from the Company, as otherwise provided in Section 7.2.

ARTICLE 8 FUNDING

Section 1.1 Source of Benefits. All benefits under the Plan shall be paid when due by the Company out of its assets or from the Trust.

Section 1.2 No Claim on Specific Assets. No Participant shall be deemed to have, by virtue of being a Participant in the Plan, any claim on any specific assets of the Company such that the Participant would be subject to income taxation on his or her benefits under the Plan prior to distribution and the rights of Participants and Beneficiaries to benefits to which they are otherwise entitled under the Plan shall be those of an unsecured general creditor of the Company.

ARTICLE 9 ADMINISTRATION

Section 1.1 Administration. The Plan shall be administered by the Committee. The Company shall bear all administrative costs of the Plan other than those specifically charged to a Participant or Beneficiary.

Section 1.2 Powers of Committee. In addition to the other powers granted under the Plan, the Committee shall have all powers necessary to administer the Plan, including, without limitation, powers to:

(a) interpret the provisions of the Plan;

(b) establish and revise the method of accounting for the Plan and to maintain the Accounts; and

(c) establish rules for the administration of the Plan and to prescribe any forms required to administer the Plan.

Section 1.3 Actions of the Committee. Except as modified by the Board, the Committee (including any person or entity to whom the Committee has delegated duties, responsibilities or authority, to the extent of such delegation) has total and complete discretionary authority to determine conclusively for all parties all questions arising in the administration of the Plan, to interpret and construe the terms of the Plan, and to determine all questions of eligibility and status of employees, Participants and Beneficiaries under the Plan and their respective interests. Subject to the claims procedures of Section 9.6, all determinations, interpretations, rules and decisions of the Committee (including those made or established by any person or entity to whom the Committee has delegated duties, responsibilities or authority, if made or established pursuant to such delegation) are conclusive and binding upon all persons having or claiming to have any interest or right under the Plan.

Section 1.4 Delegation. The Committee, or any officer designated by the Committee, shall have the power to delegate specific duties and responsibilities to officers or other employees of the Company or other individuals or entities. Any delegation may be rescinded by the Committee at any time. Each person or entity to which a duty or responsibility has been delegated shall be responsible for the exercise of such duty or responsibility and shall not be responsible for any act or failure to act of any other person or entity.

Section 1.5 Reports and Records. The Committee, and those to whom the Committee has delegated duties under the Plan, shall keep records of all their proceedings and actions and shall maintain books of account, records, and other data as shall be necessary for the proper administration of the Plan and for compliance with applicable law.

Section 1.6 Claims Procedure. The Committee shall notify a Participant in writing within 90 days of the Participant's written application for benefits of his or her eligibility or non- eligibility for benefits under the Plan. If the Committee determines that a Participant is not eligible for benefits or full benefits, the notice shall set forth: (a) the specific reasons for such denial; (b) a specific reference to the provision of the Plan on which the denial is based; (c) a description of any additional information or material necessary for the claimant to perfect his or her claim, and a description of why it is needed; and (d) an explanation of the Plan's claims review procedure and other appropriate information as to the steps to be taken if the Participant wishes to have his or her claim reviewed. If the Committee determines that there are special circumstances requiring additional time to make a decision, the Committee shall notify the Participant of the special circumstances and the date by which a decision is expected to be made, and may extend the time for up to an additional 90-day period. If a Participant is determined by the Committee to be not eligible for benefits, or if the Participant believes that he or she is entitled to greater or different benefits, the Participant shall have the opportunity to have his or her claim reviewed by the Committee by filing a petition for review with the Committee within 60 days after receipt by the Participant of the notice issued by the Committee. If a Participant does not appeal on time, the Participant will lose the right to appeal the denial and the right to file suit under ERISA, and the Participant will have failed to exhaust the Plan's internal administrative appeal process, which is generally a prerequisite to bringing suit. Said petition shall state the specific reasons the Participant believes he or she is entitled to benefits or greater or different benefits. Within 60 days after receipt by the Committee of said petition, the Committee shall afford the Participant (and his or her counsel, if any) an opportunity to present the Participant's position to the Committee orally or in writing, and the Participant (or his or her counsel) shall have the right to review the pertinent documents, and the Committee shall notify the Participant of its decision in writing within said 60-day period, stating specifically the basis of the decision written in a manner calculated to be understood by the Participant and the specific provisions of the Plan on which the decision is based. If, because of the need for a hearing, the 60-day period is not sufficient, the decision may be deferred for up to another 60-day period at the election of the Committee, but notice of this deferral shall be given to the Participant. In the event an appeal of a denial of a claim for benefits is denied, any lawsuit to challenge the denial of such claim must be brought within one year of the date the Committee has rendered a final decision on the appeal.

ARTICLE 10 AMENDMENTS AND TERMINATION

Section 1.1 Amendments. The Company, by action of the Compensation Committee of the Board, or the Chief Executive Officer or the Chief Human Resources Officer of the Company, to the extent authorized by the Compensation Committee of the Board, may amend the Plan, in whole or in part, at any time and from time to time. Any such amendment shall be filed with the Plan documents. No amendment, however, may be effective to reduce a Participant's vested Account balances immediately before the date of such amendment, except that the Company may change investment funds pursuant to Section 4.2.

Section 1.2 Termination. The Company reserves the right to terminate the Plan at any time by action of the Compensation Committee of the Board. Upon termination of the Plan, all Elective Deferrals and Company contributions will cease and no future Elective Deferrals or Company contributions will be made. Termination of the Plan shall not operate to eliminate or reduce a Participant's vested Account balances.

If the Plan is terminated, payments from the Accounts of all Participants and Beneficiaries shall be made at the time and in the manner specified in Articles 5 and 6, except as otherwise determined by the Company at the time of termination, subject to Article 7 and to the requirements of Section 409A.

ARTICLE 11 MISCELLANEOUS

Section 1.1 No Guarantee of Employment or Contract to Perform Services. Neither the adoption and maintenance of the Plan nor the execution by the Company of a Deferral Election Agreement with any Participant shall be deemed to be a contract of employment or for the performance of services between an Affiliate and any Participant. Nothing contained herein shall give any Participant the right to be retained in the employ of an Affiliate or to perform services for an Affiliate, or to interfere with the right of an Affiliate to discharge any Participant at any time; nor shall it give an Affiliate the right to require any Participant to remain in its employ or to perform services for it or to interfere with the Participant's right to terminate his or her employment or performance of services at any time.

Section 1.2 Release. Any payment of benefits to or for the benefit of a Participant or a Participant's Beneficiary that is made in good faith by the Company in accordance with the Company's interpretation of its obligations under the Plan shall be in full satisfaction of all claims against the Company for benefits under the Plan to the extent of such payment.

Section 1.3 Notices. Any notice permitted or required under the Plan shall be in writing and shall be hand-delivered or sent, postage prepaid, by first class mail, or by certified or registered mail with return receipt requested, to the principal office of the Company, if to the Company, or to the address last shown on the records of the Company, if to a Participant or Beneficiary. Any such notice shall be effective as of the date of hand-delivery or mailing.

Section 1.4 Nonalienation. No benefit payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, levy, attachment, or encumbrance of any kind by any Participant or Beneficiary, except with respect to a Domestic Relations Order.

Section 1.5 Withholding. The Company may withhold from any payment of benefits or other compensation payable to a Participant or Beneficiary, or the Company may direct the trustee of the Trust to withhold from any payment of benefits to a Participant or Beneficiary, such amounts as the Company determines are reasonably necessary to pay any taxes or other amounts required to be withheld under applicable law.

Section 1.6 Captions. Article and section headings and captions are provided for purposes of reference and convenience only and shall not be relied upon in any way to construe, define, modify, limit, or extend the scope of any provision of the Plan.

Section 1.7 Applicable Law. The Plan and all rights under the Plan shall be governed by and construed according to the laws of the State of Minnesota, except to the extent such laws are preempted by the laws of the United States of America.

Section 1.8 Invalidity of Certain Provisions. If any provision of the Plan is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Plan and the Plan shall be construed and enforced as if such provision had not been included. The Plan is intended to comply in form and operation with Sections 409A and 457A of the Code, and shall be construed accordingly. If any provision of the Plan does not conform to the requirements of Sections 409A and 457A of the Code, the Plan shall be construed and enforced as if such provision had not been included.

Section 1.9 No Other Agreements. The terms and conditions set forth herein constitute the entire understanding of the Company and the Participants with respect to the matters addressed herein.

Section 1.10 Incapacity. In the event that any Participant is unable to care for his or her affairs because of illness or accident, any payment due may be paid to the Participant's spouse, parent, brother, sister or other person deemed by the Committee to have incurred expenses for the care of such Participant, unless a duly qualified guardian or other legal representative has been appointed.

Section 1.11 Electronic Media. Notwithstanding anything in the Plan to the contrary, but subject to the requirements of ERISA, the Code, or other applicable law, any action or communication otherwise required to be taken or made in writing by a Participant or Beneficiary or by the Company or Committee shall be effective if accomplished by another method or methods required or made available by the Company or Committee, or their agent, with respect to that action or communication, including e-mail, telephone response systems, intranet systems, or the Internet.

Section 1.12 USERRA Compliance. The Participant and Company deferral and payment election requirements set forth in the Plan are deemed met to the extent a deferral election or payment election is provided to satisfy the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

SCHEDULE A

Minimum Compensation Level of Employees Considered to be
"Eligible Employees" Under the Plan

The minimum compensation level is the annual limit on compensation that can be taken into account for purposes of qualified retirement plans under Section 401(a)(17) of the Internal Revenue Code (as may be adjusted from time to time for cost of living pursuant to Section 401(a)(17)(B) of the Internal Revenue Code).

SCHEDULE B

Manner of Crediting Gains and Losses to Elective Deferral Accounts and
Company Contribution Accounts Pursuant to Section 4.2

The Accounts of all Participants shall be credited with gains and losses as if invested in one or more of the investments funds listed below that are selected by the Company and communicated to the Participants from time to time, in the proportions designated by a Participant on an investment election form submitted to the Company by the Participant. The investment election form shall be submitted to the Company in the form and manner specified by the Committee, which may be electronically pursuant to Section 11.11. Until and unless changed by the Committee, Participants shall be permitted to change investment elections, generally, on a daily basis.

Medtronic Interest Income Fund
Vanguard Total Bond Market Index Fund
Vanguard Wellington Fund
Vanguard 500 Index Fund
Vanguard Windsor II Fund
Vanguard U.S. Growth Fund
Vanguard PRIMECAP Fund
Vanguard Extended Market Index Fund
Vanguard Explorer Fund
Vanguard International Growth Fund
Medtronic plc Stock Fund

Notwithstanding anything in this Schedule B to the contrary, the Accounts of Participants who have commenced distributions prior to January 1, 2006, shall continue to be credited with interest in the manner set forth in the Plan, as in effective prior to the Restatement Date.

2021 MEDTRONIC PLC LONG TERM INCENTIVE PLAN

Section 1. Purpose; Definitions

1.1 Purpose

The purpose of this 2021 Medtronic plc Long Term Incentive Plan (this “Plan”) is to give Medtronic plc, an Irish public limited company (the “Company”) and its Subsidiaries (as defined below) a competitive advantage in attracting, retaining, and motivating officers, employees, directors, and consultants and to provide the Company and its Subsidiaries with an incentive plan that gives officers, employees, directors, and consultants financial incentives directly linked to shareholder value. This Plan is intended to serve as the Company’s primary vehicle for equity compensation awards and long-term cash incentive awards for employees, directors, and other service providers, as well as annual bonus awards for the Company’s executive officers. Following the date that this Plan is approved by the Company’s shareholders, no further equity compensation awards will be granted pursuant to any other Company plan (it being understood that outstanding awards under such plans will continue to be settled pursuant to the terms of such plans). The Plan was adopted by the board of directors of the Company on June 25, 2021.

1.2 Definitions

Certain terms used herein have definitions given to them in the first place in which they are used. In addition, for purposes of this Plan, the following terms are defined as set forth below:

(a) “Act” means the Securities Exchange Act of 1934, as amended from time to time, any regulations promulgated thereunder, and any successor thereto.

(b) “Administrator” shall have the meaning set forth in Section 2.2.

(c) “Applicable Exchange” means the New York Stock Exchange or such other securities exchange as may at the applicable time be the principal market for the Shares.

(d) “Award” means an Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, Other Stock-Based Award, or Performance Award granted pursuant to the terms of this Plan.

(e) “Award Agreement” means a written document or agreement setting forth the terms and conditions of a specific Award.

(f) “Beneficial Owner” shall have the meaning given in Rule 13d-3, promulgated pursuant to the Act.

(g) “Board” means the Board of Directors of the Company.

(h) “Cause” means, unless otherwise provided in an Award Agreement, (i) “Cause” as defined in any Individual Agreement to which the applicable Participant is a party and which is operative at the time in question, or (ii) if there is no such Individual Agreement, or if it does not define “Cause”: (A) commission by the Participant of a felony under federal law, local law or the law of the state in which such action occurred, (B) failure on the part of the Participant to perform such Participant’s employment duties in any material respect, (C) the Participant’s prolonged absence from duty without the consent of the Company, (D) intentional engagement by the Participant in any activity that is in conflict with or adverse to the business or other interests of the Company, or (E) willful misconduct or malfeasance of duty which is reasonably determined to be detrimental to the Company. Notwithstanding the general rule of Section 2.3, following a Change of Control, any determination by the Committee as to whether “Cause” exists shall be subject to de novo review.

(i) “Change of Control” shall have the meaning set forth in Section 10.2.

(j) “Code” means the Internal Revenue Code of 1986, as amended from time to time, and any successor thereto, regulations promulgated thereunder, and other relevant interpretive guidance issued by the Internal Revenue Service or the Treasury Department. Reference to any specific section of the Code shall be deemed to include such regulations and guidance, as well as any successor provision of the Code.

(k) “Committee” means a committee or subcommittee of the Board, appointed from time to time by the Board, which committee or subcommittee shall consist of two or more non-employee directors, each of whom is intended to be, to the extent required by Rule 16b-3, a “non-employee director” as defined in Rule 16b-3. Initially, and unless and until otherwise determined by the Board, “Committee” means the Compensation Committee of the Board.

(l) “Company” means Medtronic plc, an Irish public limited company.

(m) “Disaffiliation” means a Subsidiary’s ceasing to be a Subsidiary for any reason (including, without limitation, as a result of a public offering, or a spinoff or sale by the Company, of the stock of the Subsidiary) or a sale of a division of the Company.

(n) “Eligible Individuals” means directors, officers, employees, and consultants of the Company or any Subsidiary, and prospective employees, officers and consultants, who have accepted offers of employment or consultancy from the Company or any Subsidiary; provided however, that no grant shall be effective prior to the date on which such individual’s employment or consultancy commences.

(o) “Fair Market Value” means, unless otherwise determined by the Committee, the closing price of a Share on the Applicable Exchange on the date of measurement or, if Shares were not traded on the Applicable Exchange on such measurement date, on the next preceding date on which Shares were traded, all as reported by such source as the Committee may select. If the Shares are not listed on a national securities exchange, Fair Market Value shall be determined by the Committee in its good faith discretion, taking into account, to the extent appropriate, the requirements of Section 409A of the Code.

(p) “Free-Standing SAR” shall have the meaning set forth in Section 5.3.

(q) "Full-Value Award" means any Award other than an Option, Stock Appreciation Right, or Performance Cash Award.

(r) "Good Reason" for termination means, unless otherwise provided in an Award Agreement, a Termination of Employment during the two-year period following a Change of Control by a Participant if (i) such Termination of Employment constitutes a termination for "good reason" or qualifies under any similar constructive termination provision, in either case, in any Individual Agreement applicable to such Participant, or (ii) if the Participant is not party to any such Individual Agreement, or if such Individual Agreement does not contain such a provision, any Termination of Employment following the occurrence of: (A) an involuntary relocation that increases the Participant's commute by more than 50 miles from the commute in effect immediately prior to the applicable Change of Control, (B) a material reduction in either the Participant's base pay or in the Participant's overall compensation opportunity from the levels in effect immediately prior to the applicable Change of Control or (C) a material reduction in the Participant's authority, duties or responsibilities below the levels in effect immediately prior to the applicable Change of Control. Notwithstanding the foregoing, a Termination of Employment shall be deemed to be for Good Reason under clause (ii) of this Section 1.2(r) only if the Participant provides written notice to the Company of the existence of one or more of the conditions giving rise to Good Reason within 90 days of the initial existence of such condition, the Company fails to cure such condition during the 30-day period (the "Cure Period") following its receipt of such notice, and the Participant terminates employment within 180 days following the conclusion of the Cure Period.

(s) "Grant Date" means (i) the date on which the Committee (or its delegate, if applicable) takes action to select an Eligible Individual to receive a grant of an Award and determines the number of Shares to be subject to such Award, or (ii) such later date as is provided by the Committee (or its delegate, if applicable).

(t) "Incentive Stock Option" means any Option that is designated in the applicable Award Agreement as an "incentive stock option" within the meaning of Section 422 of the Code or any successor provision thereto, and that in fact qualifies.

(u) "Individual Agreement" means an employment, consulting, severance, change of control, or similar agreement between a Participant and the Company or between the Participant and any of the Company's Subsidiaries. For purposes of this Plan, an Individual Agreement shall be considered "operative" during its term; provided, that an Individual Agreement under which severance or other substantive protections, compensation and/or benefits are provided only following a change of control or termination of employment in anticipation of a change of control shall not be considered "operative" until the occurrence of a Change of Control or Termination of Employment in anticipation of a Change of Control, as the case may be.

(v) "ISO Eligible Employee" means an employee of the Company and any subsidiary corporation (within the meaning of Section 424(f) of the Code) of the Company.

(w) “Nonqualified Option” means any Option that either (i) is not designated as an Incentive Stock Option or (ii) is so designated but fails to qualify as such.

(x) “Option” means an Award granted under Section 5.1.

(y) “Other Stock-Based Awards” means Awards of Shares and other Awards that are valued in whole or in part by reference to, or are otherwise based upon, Shares, including (without limitation) unrestricted stock, dividend equivalents, and convertible debentures.

(z) “Other Stock-Based Performance Award” shall have the meaning given in Section 8.

(aa) “Participant” means an Eligible Individual to whom an Award is or has been granted.

(ab) “Performance Award” means a Performance Cash Award, an Other Stock-Based Performance Award, an Award of Performance-Based Restricted Stock, or Performance Units, as each is defined herein.

(ac) “Performance-Based Restricted Stock” shall have the meaning given in Section 6.1.

(ad) “Performance Cash Award” shall have the meaning set forth in Section 9.

(ae) “Performance Goals” means the performance goals established by the Committee in connection with the grant of a Performance Award, which may be based on the attainment of or changes in specified levels of certain measures, which may include one or more (or none) of the following: sales, net sales, revenue, revenue growth or product revenue growth, operating income (before or after taxes), earnings before interest, taxes, depreciation and amortization, operating cash flow, return on invested capital, return on capital employed, pre- or after-tax income (before or after allocation or corporate overhead and bonus), net earnings, earnings per share, diluted earnings per share, consolidated earnings before or after taxes (including earnings before some or all of the following: interest, taxes, depreciation and amortization), net income, gross profit, gross margin, year-end cash, debt reductions, book value per share, return on equity, expense management, return on investment, improvements in capital structure, profitability of an identifiable business unit or product, maintenance or improvements of profit margins, stock price, market share, costs, cash flow, working capital, return on assets or net assets, asset turnover, inventory turnover, economic value added (economic profit) or equivalent metrics, comparison with various stock market indices, appreciation in and/or maintenance of share price, reductions in costs, regulatory achievements, implementation, completion or attainment of measurable objectives with respect to research, development, products or projects and recruiting or maintaining personnel, and total shareholder return; each as measured with respect to the Company or one or more Subsidiaries, divisions, business units, or business segments of the Company, either in absolute terms or relative to the performance of one or more other companies or an index covering multiple companies..

(af) “Performance Period” means that period established by the Committee at the time any Performance Award is granted or at any time thereafter during which any Performance Goal specified by the Committee with respect to such Award is to be measured.

(ag) “Performance Units” shall have the meaning given in Section 7.1.

(ah) "Plan" means this 2021 Medtronic plc Long Term Incentive Plan, as set forth herein and as hereafter amended from time to time.

(ai) "Predecessor Plans" means the Company's Amended and Restated 1994 Stock Award Plan, 1998 Outside Director Stock Compensation Plan, Executive Incentive Plan, Kyphon Inc. 2002 Stock Plan, 2003 Long-Term Incentive Plan, 2008 Stock Award and Incentive Plan, and Amended and Restated 2013 Stock Award and Incentive Plan.

(aj) "Qualified Performance-Based Award" means an Award as provided in Section 11.

(ak) "Replaced Award" shall have the meaning given in Section 10.1.

(al) "Replacement Award" shall have the meaning given in Section 10.1.

(am) "Restricted Stock" shall have the meaning given in Section 6.

(an) "Restricted Stock Units" shall have the meaning given in Section 7.

(ao) "Restriction Period" means, with respect to Restricted Stock and Restricted Stock Units, the period commencing with the Grant Date and ending upon the expiration of the applicable vesting conditions or the achievement of the applicable Performance Goals (it being understood that the Committee may provide that restrictions shall lapse with respect to portions of the applicable Award during the Restriction Period).

(ap) "Share" means an ordinary share, par value $0.0001 per share of the Company.

(aq) "Stock Appreciation Right" or "SAR" shall have the meaning set forth in Section 5.3.

(ar) "Subsidiary" has the meaning set forth in section 7 of the Companies Act 2014 of the Republic of Ireland; provided that, to the extent required to avoid the imposition of additional taxes under Section 409A of the Code, an entity shall not be treated as a Subsidiary unless it is also an entity in which the Company has a "controlling interest" (as defined in Treas. Reg. Section 1.409A-1(b)(5)(ii)(E)(1)), either directly or through a chain of corporations or other entities in which each corporation or other entity has a "controlling interest" in another corporation or entity in the chain, as determined by the Committee.

(as) "Substitute Award" means any Award granted in assumption of, or in substitution for, an award of a company or business (that is not, prior to the applicable transaction, a Subsidiary of the Company) acquired by the Company or a Subsidiary or with which the Company or a Subsidiary combines.

(at) "Tandem SAR" shall have the meaning set forth in Section 5.3.

(au) "Ten Percent Shareholder" means a person owning stock possessing more than 10% of the total combined voting power of all classes of stock of the Company, any subsidiary corporation (within the meaning of Section 424(f) of the Code).

(av) "Term" means the maximum period during which an Option or Stock Appreciation Right may remain outstanding, subject to earlier termination upon Termination of Employment or otherwise, as specified in the applicable Award Agreement.

(aw) "Termination of Employment" means, unless otherwise provided in the Award Agreement, the termination of the applicable Participant's employment with, or performance of services for, the Company and any of its Subsidiaries. Unless otherwise determined by the Committee, a Participant employed by, or performing services for, a Subsidiary or a division of the Company shall be deemed to incur a Termination of Employment if, as a result of a Disaffiliation, such Subsidiary, or division ceases to be a Subsidiary or division, as the case may be, and the Participant does not immediately become an employee of, or service provider for, the Company or another Subsidiary. Temporary absences from employment because of illness, vacation, or leave of absence, and transfers among the Company and its Subsidiaries, shall not be considered Terminations of Employment. Notwithstanding the foregoing, with respect to any Award that constitutes "nonqualified deferred compensation" within the meaning of Section 409A of the Code, "Termination of Employment" shall mean a "separation from service" as defined under Section 409A of the Code.

Section 2. Administration

1.1 Committee

The Plan shall be administered by the Committee or a duly designated Administrator, as defined herein. The Committee shall have plenary authority to grant Awards to Eligible Individuals pursuant to the terms of the Plan. Among other things, the Committee shall have the authority, subject to the terms and conditions of the Plan:

(a) To select the Eligible Individuals to whom Awards may be granted;

(b) To determine whether and to what extent Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Other Stock-Based Awards, or Performance Awards, or any combination thereof, are to be granted hereunder;

(c) To determine the number of Shares to be covered by each Award granted under the Plan;

(d) To determine the terms and conditions of each Award granted hereunder, based on such factors as the Committee shall determine;

(e) Subject to Section 12, to modify, amend, or adjust the terms and conditions of any Award;

(f) To adopt, alter, or repeal such administrative rules, guidelines, and practices governing the Plan as the Committee shall from time to time deem advisable;

(g) To interpret the terms and provisions of the Plan and any Award issued under the Plan (and any agreement relating thereto);

(h) Subject to Sections 11 and 12, to accelerate the vesting or lapse of restrictions of any outstanding Award, based in each case on such considerations as the Committee in its sole discretion may determine;

(i) To decide all other matters that must be determined in connection with an Award;

(j) To determine whether, to what extent, and under what circumstances cash, Shares, and other property and other amounts payable with respect to an Award under this Plan shall be deferred either automatically or at the election of the Participant; and

(k) To otherwise administer the Plan.

1.2 Committee Procedures; Board Authority

The Committee shall exercise its authority under the Plan as follows:

(a) The Committee may act only with the assent of a majority of its members then in office, except that the Committee may, except to the extent prohibited by applicable law or the listing standards of the Applicable Exchange and allocate all or any portion of its responsibilities and powers to any one or more of its members and may delegate all or any part of its responsibilities and powers to any person or persons selected by it (the "Administrator"). Notwithstanding the foregoing, the Committee may not so delegate any responsibility or power to the extent that such delegation would make any Award hereunder subject to (and not exempt from) the short-swing recovery rules of Section 16(b) of the Act.

(b) Any authority granted to the Committee may also be exercised by the full Board. To the extent that any permitted action taken by the Board conflicts with action taken by the Committee, the Board action shall control.

1.3 Discretion of Committee

Subject to Section 1.2(h), any determination made by the Committee or by the Administrator under the provisions of the Plan with respect to any Award shall be made in the sole discretion of the Committee or the Administrator at the time of the grant of the Award or, unless in contravention of any express term of the Plan, at any time thereafter. All decisions made by the Committee or the Administrator shall be final and binding on all persons, including the Company, Participants, and Eligible Individuals, and by accepting an Award under the Plan, each Participant acknowledges that all decisions of the Committee shall be final and binding on the Participant, his or her beneficiaries and any other person having a claim or an interest in the Award.

1.4 Award Agreements

Unless otherwise determined by the Committee, the terms and conditions of each Award, as determined by the Committee, shall be set forth in a written Award Agreement. Award Agreements may be amended only in accordance with Section 12 hereof.

Section 3. Shares Subject to Plan

1.1 Plan Maximums

Subject to adjustment as provided in Section 3.4, (a) the maximum number of Shares that may be issued pursuant to Awards under the Plan shall be the sum of (i) 114.5 Million (114,500,000) Shares and (ii) any Shares relating to the Plan or Predecessor Plans which become available for grants under the Plan following the Effective Date pursuant to Section 3.2; (b) the maximum number of Shares that may be issued pursuant to Options intended to be Incentive Stock Options following the Effective Date shall be 114,500,000; and (c) the maximum number of Shares granted during a single fiscal year to any non-employee director, taken together with any cash fees paid to such non-employee director during the fiscal year in respect of such non-employee director's service on the Board, will not exceed $750,000 in total value. Shares subject to an Award under the Plan may be authorized and unissued Shares or may be treasury Shares.

1.2 Rules for Calculating Shares Issued

For purposes of the limits set forth in Section 3.1, each Share that is subject to a Full-Value Award shall be counted as 3.0 Shares. To the extent that any Award under this Plan or the Predecessor Plans is forfeited, or any Option and related Tandem SAR or any Free-Standing SAR granted under this Plan or the Predecessor Plans terminates, expires, or lapses without being exercised, or any Award is settled for cash, the Shares subject to such Awards not delivered as a result thereof shall thereupon become available (in the case of Full-Value Awards, based upon the share-counting ratio set forth in the first sentence of this Section 3.2) for Awards under the Plan. In the event that any Shares are withheld by the Company or previously acquired Shares are tendered (either actually or by attestation) by a Participant to satisfy any tax withholding obligation with respect to an Award other than an Option or SAR, then the Shares so tendered or withheld shall automatically again become available for issuance under the Plan and correspondingly increase the total number of Shares available for issuance under Section 3.1 in accordance with the same ratio specified in this Section 3.2. Notwithstanding anything to the contrary in this Section 3.2, the following Shares will not again become available for issuance under the Plan: (a) any Shares which would have been issued upon any exercise of an Option but for the fact that the exercise price was paid by a "net exercise" pursuant to Section 5.8(c) or any previously acquired Shares tendered (either actually or by attestation) by a Participant in payment of the exercise price of an Option; (b) any Shares withheld by the Company or previously acquired Shares tendered (either actually or by attestation) by a Participant to satisfy any tax withholding obligation with respect to an Option or SAR (but not other Awards); (c) Shares covered by a SAR that are not issued in connection with the stock settlement of the SAR upon its exercise; (d) Shares that are repurchased by the Company using Option exercise proceeds; and (e) if Shares are withheld pursuant to Section 15.4 at a rate that is higher than the minimum statutory tax rate, only the number of Shares withheld at the minimum statutory tax rate will again become available for issuance under the Plan. In addition, in the case of any Substitute Award, Shares delivered or deliverable in connection with such Substitute Award shall not be deemed granted or issued under the Plan for purposes of Sections 3.1 or 3.3.

1.3 Individual Limits

Subject to adjustment as provided in Section 3.4, no Participant may be granted (a) Options and Stock Appreciation Rights relating to more than 2,000,000 Shares under the Plan during any fiscal year and (b) Awards other than Options or Stock Appreciation Rights relating to more than 2,000,000 Shares under the Plan during any fiscal year. In addition to the foregoing, the maximum dollar value that may be paid to any Participant in Qualified Performance-Based Awards denominated in cash in any fiscal year shall be $20,000,000 for the Company's Chief Executive Officer and $10,000,000 for each other Participant, including any amounts earned during such fiscal year and deferred. If an Award is cancelled, the cancelled Award shall continue to be counted towards the limitations set forth in this Section 3.3.

1.4 Adjustment Provision

The Committee shall have authority to make adjustments under the Plan as provided below:

(a) In the event of a merger, consolidation, acquisition of property or shares, stock rights offering, liquidation, separation, spinoff, Disaffiliation, extraordinary dividend of cash or other property, or similar event affecting the Company or any of its Subsidiaries (a "Corporate Transaction"), the Committee or the Board shall make such substitutions or adjustments as it deems appropriate and equitable to (i) the aggregate number and kind of Shares or other securities reserved for issuance and delivery under the Plan, (ii) the various maximum share limitations set forth in Sections 3.1 and 3.3, (iii) the number and kind of Shares or other securities subject to outstanding Awards, and (iv) the exercise price of outstanding Awards. Any fractional Shares resulting from such adjustment shall be eliminated. Any adjustments determined by the Committee shall be final, binding and conclusive.

(b) In the event of a stock dividend, stock split, reverse stock split, reorganization, share combination, recapitalization, or similar event affecting the capital structure of the Company, the Committee or the Board shall make such substitutions or adjustments as it deems appropriate and equitable to (i) the aggregate number and kind of Shares or other securities reserved for issuance and delivery under the Plan, (ii) the various share maximum limitations set forth in Sections 3.1 and 3.3, (iii) the number and kind of Shares or other securities subject to outstanding Awards, and (iv) the exercise price of outstanding Awards, provided that in no event shall the per Share exercise price of an Option or the subscription price payable per Share of an Award be reduced to an amount that is lower than the nominal value of a Share. Any fractional Shares resulting from such adjustment shall be eliminated. Any adjustments determined by the Committee shall be final, binding and conclusive.

(c) In the case of Corporate Transactions, such adjustments may include, without limitation, (i) the cancellation of outstanding Awards in exchange for payments of cash, property, or a combination thereof having an aggregate value equal to the value (if any) of such Awards, as determined by the Committee or the Board in its sole discretion (it being understood that, in the case of a Corporate Transaction with respect to which holders of Shares receive consideration other than publicly traded equity securities of the Surviving Corporation (as defined below in Section 10.2), any such determination by the Committee that the value of an Option or Stock Appreciation Right shall for this purpose be deemed to equal the excess, if any, of the value of the consideration being paid for each Share pursuant to such Corporate Transaction over the exercise price of such Option or Stock Appreciation Right shall conclusively be deemed valid), (ii) the substitution of other property (including, without limitation, cash or other securities of the Company and securities of entities other than the Company) for the Shares subject to outstanding Awards, and (iii) in connection with a Disaffiliation, arranging for the assumption of Awards, or replacement of Awards with new awards based on other property or other securities (including, without limitation, other securities of the Company and securities of entities other than the Company), by the affected Subsidiary or division of the Company or by the entity that controls such Subsidiary or division of the Company following such Corporate Transaction (as well as any corresponding adjustments to Awards that remain based upon Company securities). For the avoidance of doubt, if the

Committee determines that, as of the date of the Corporate Transaction, the Award has no value, then such Award may be terminated by the Company without payment.

(d) The Committee may, in its sole discretion, provide that one or more objectively determinable adjustments shall be made to one or more of the Performance Goals. Such adjustments may include, but are not limited to, one or more of the following: (i) items related to a change in accounting principle; (ii) items relating to financing activities; (iii) expenses for restructuring or productivity initiatives; (iv) other non-operating items; (v) items related to acquisitions; (vi) items attributable to the business operations of any entity acquired by the Company during the Performance Period; (vii) items related to the disposal or sale of a business or segment of a business; (viii) items related to discontinued operations that do not qualify as a segment of a business under applicable accounting standards; (ix) items attributable to any stock dividend, stock split, combination or exchange of stock occurring during the Performance Period; (x) any other items of significant income or expense which are determined to be appropriate adjustments; (xi) items relating to unusual or infrequently occurring corporate transactions, events or developments, (xii) items related to amortization of acquired intangible assets; (xiii) items that are outside the scope of the Company's core, on-going business activities; (xiv) items related to acquired in-process research and development; (xv) items relating to changes in tax laws; (xvi) items relating to major licensing or partnership arrangements; (xvii) items relating to asset impairment charges; (xviii) items relating to gains or losses for litigation, arbitration and contractual settlements; or (xix) items relating to any other unusual or nonrecurring events or changes in applicable laws, accounting principles or business conditions.

(e) Notwithstanding the foregoing: (a) any adjustments made pursuant to Section 3.4 to Awards that are considered "deferred compensation" within the meaning of Section 409A of the Code shall be made in compliance with the requirements of Section 409A of the Code and (b) any adjustments made pursuant to Section 3.4 to Awards that are not considered "deferred compensation" subject to Section 409A of the Code shall be made in such a manner as to ensure that, after such adjustment, the Awards either (i) continue not to be subject to Section 409A of the Code, or (ii) comply with the requirements of Section 409A of the Code.

Section 4. Eligibility

1.1 Eligible Individuals; Incentive Stock Options

Awards may be granted under the Plan to Eligible Individuals; provided, that Incentive Stock Options may be granted only to employees of the Company and its Subsidiaries.

Section 5. Options and Stock Appreciation Rights

1.1 Types of Options

Options may be of two types: Incentive Stock Options and Nonqualified Options. The Award Agreement for an Option shall indicate whether the Option is intended to be an Incentive Stock Option or a Nonqualified Option; provided, that any Option that is designated as an Incentive Stock Option but fails to meet the requirements therefor (as described in Section 5.2 or otherwise), and any Option that is not expressly designated as intended to be an Incentive Stock Option shall be treated as a Nonqualified Option.

1.2 Incentive Stock Option Limitations

To the extent that the aggregate Fair Market Value, determined at the time of grant, of the Shares with respect to which Incentive Stock Options are exercisable for the first time during any calendar year under the Plan or any other stock option plan of the Company, any subsidiary corporation (within the meaning of Section 424(f) of the Code) exceeds $100,000, Options relating to such Shares in excess of the limit shall be deemed Nonqualified Options. If an ISO Eligible Employee does not remain employed by the Company, any subsidiary corporation (within the meaning of Section 424(f) of the Code), at all times from the time an Incentive Stock Option is granted until three months prior to the date of exercise thereof (or such other period as required by applicable law), such Option shall be treated as a Nonqualified Stock Option. Should any provision of the Plan not be necessary in order for any Options to qualify as Incentive Stock Options, or should any additional provisions be required, the Committee may amend the Plan accordingly, without the necessity of obtaining the approval of the shareholders of the Company.

1.3 Types and Nature of Stock Appreciation Rights

Stock Appreciation Rights may be “Tandem SARs”, which are granted in conjunction with an Option, or “Free-Standing SARs”, which are not granted in conjunction with an Option. Upon the exercise of a Stock Appreciation Right, the Participant shall be entitled to receive an amount in cash, Shares, or both, in value equal to the product of (a) the excess of the Fair Market Value of one Share over the exercise price of the applicable Stock Appreciation Right, multiplied by (b) the number of Shares in respect of which the Stock Appreciation Right has been exercised. The applicable Award Agreement shall specify whether such payment is to be made in cash or Shares or both, or shall reserve to the Committee or the Participant the right to make that determination prior to or upon the exercise of the Stock Appreciation Right.

1.4 Tandem SARs

A Tandem SAR may be granted at the Grant Date of the related Option. A Tandem SAR shall be exercisable only at such time or times and to the extent that the related Option is exercisable in accordance with the provisions of this Section 5, and shall have the same exercise price as the related Option. A Tandem SAR shall terminate or be forfeited upon the exercise or forfeiture of the related Option, and the related Option shall terminate or be forfeited upon the exercise or forfeiture of the Tandem SAR.

1.5 Exercise Price

Except in respect of Replacement Awards or Substitute Awards, the exercise price per Share subject to an Option or Free-Standing SAR shall be determined by the Committee and set forth in the applicable Award Agreement, and shall not be less than the Fair Market Value of a Share on the applicable Grant Date; provided, that if an Incentive Stock Option is granted to a Ten Percent Shareholder, the exercise price shall be no less than 110% of the Fair Market Value of the Stock on the applicable Grant Date.

1.6 Term

The Term of each Option and each Free-Standing SAR shall be fixed by the Committee, but shall not exceed 10 years from the Grant Date.

1.7 Vesting and Exercisability

Except as otherwise provided herein, Options and Free-Standing SARs shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Committee. Subject to the terms of the Plan and the applicable Award Agreement, in no event shall the vesting schedule of an Option or Free-Standing SAR provide that such Option or Free-Standing SAR vest prior to the first anniversary of the Grant Date. The minimum vesting periods specified in the preceding sentence shall not apply: (A) to Awards made in payment of earned performance-based Awards and other earned cash-based incentive compensation; (B) upon a termination of employment due to death, disability or retirement; (C) upon a Change of Control; (D) to a Substitute Award that does not reduce the vesting period of the award being replaced; or (E) to Awards involving an aggregate number of Shares not in excess of five percent of the Shares available for grant as Options or Free-Standing SARs.

1.8 Method of Exercise

Subject to the provisions of this Section 5, Options and Free-Standing SARs may be exercised, in whole or in part, at any time during the applicable Term by giving written notice of exercise to the Company specifying the number of Shares as to which the Option or Free-Standing SAR is being exercised. In the case of the exercise of an Option, such notice shall be accompanied by payment in full of the purchase price (which shall equal the product of such number of shares multiplied by the applicable exercise price) and an amount equal to any federal, state, local or foreign withholding taxes. To the extent permitted by law and if approved by the Committee (which approval may be set forth in the applicable Award Agreement or otherwise), payment, in full or in part, may be made by certified or bank check or such other instrument or such other method as the Company may accept, as follows:

(a) Payment may be made in the form of Shares (by delivery of such shares or by attestation) of the same class as the Shares subject to the Option already owned by the Participant (based on the Fair Market Value of the Shares on the date the Option is exercised); provided that, in the case of an Incentive Stock Option, the right to make a payment in the form of already owned Shares of the same class as the Shares subject to the Option may be authorized only at the time the Option is granted.

(b) To the extent permitted by applicable law, payment may be made by delivering a properly executed exercise notice to the Company, together with a copy of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds necessary to pay the purchase price, and the amount of any federal, state, local, or foreign withholding taxes. To facilitate the foregoing, the Company may, to the extent permitted by applicable law, enter into agreements for coordinated procedures with one or more brokerage firms.

(c) Payment may be made by instructing the Company to withhold a number of Shares having a Fair Market Value (based on the Fair Market Value of the Shares on the date the applicable Option is exercised) equal to the product of (i) the exercise price multiplied by (ii) the number of Shares in respect of which the Option shall have been exercised and an amount equal to any federal, state, local and/or foreign withholding taxes.

1.9 Delivery; Rights of Shareholders

No Shares shall be delivered pursuant to the exercise of an Option until the exercise price therefor has been fully paid and applicable taxes have been withheld. The applicable Participant shall have all of the rights of a shareholder of the Company holding the class or series of Shares that is subject to the Option or Stock Appreciation Right (including, if applicable, the right to vote the applicable Shares and the right to receive dividends), when (a) the Company has received a written notice from the Participant of exercise that complies with all procedures established under this Plan for effective exercise, including, without limitation, completion and delivery of all required forms, (b) the Participant has, if requested, given the representation described in Section 15.1, and (c) in the case of an Option, the Participant has paid in full for such Shares.

1.10 Nontransferability of Options and Stock Appreciation Rights

No Option or Free-Standing SAR shall be transferable by a Participant other than, for no value or consideration, (a) by will or by the laws of descent and distribution, or (b) in the case of a Nonqualified Option or Free-Standing SAR, as otherwise expressly permitted by the Committee including, if so permitted, pursuant to a transfer to the Participant's family members, whether directly or indirectly or by means of a trust or partnership or otherwise. For purposes of this Plan, unless otherwise determined by the Committee, "family member" shall have the meaning given to such term in General Instructions A.1(a)(5) to Form S-8 under the Securities Act of 1933, as amended, and any successor thereto. A Tandem SAR shall be transferable only with the related Option and only to the extent the Option is transferable pursuant to the preceding sentence. Any Option or Stock Appreciation Right shall be exercisable, subject to the terms of this Plan, only by the applicable Participant, the guardian or legal representative of such Participant, or any person to whom such Option or Stock Appreciation Right is permissibly transferred pursuant to this Section 5.10, it being understood that the term "Participant" includes such guardian, legal representative and other transferee; provided, that the term "Termination of Employment" shall continue to refer to the Termination of Employment of the original Participant.

1.11 No Dividend or Dividend Equivalents

No dividend or other distribution or award of dividend equivalents may be granted with respect to any Option or SAR granted under this Plan.

1.12 No Repricing

Notwithstanding any other provision of this Plan other than Section 3.4, the Committee may not, without prior approval of the Company's stockholders, seek to effect any repricing of any previously granted, "underwater" Option or SAR by: (i) amending or modifying the terms of the Option or SAR to lower the exercise price; (ii) canceling the underwater Option or SAR and granting either replacement Options or SARs having a lower exercise price; or other Awards or cash in exchange; or (iii) repurchasing the underwater Options or SARs. For purposes of this Section 5.12, an Option or SAR will be deemed to be "underwater" at any time when the Fair Market Value of the Shares is less than the per share exercise price of the Option or SAR.

Section 6. Restricted Stock (Including Performance-Based Restricted Stock)

1.1 Nature of Award; Certificates

Shares of Restricted Stock are actual Shares issued to a Participant, and shall be evidenced in such manner as the Committee may deem appropriate, including book-entry registration or issuance of one or more stock certificates or delivery to an account in the Participant's name at a broker designated by the Company.

"Performance-Based Restricted Stock" is an Award of Shares of Restricted Stock, the vesting of which is subject to the attainment of Performance Goals. In the event that the Committee grants Shares of Performance-Based Restricted Stock, the performance levels to be achieved for each Performance Period and the amount of the Award to be distributed shall be conclusively determined by the Committee. Any certificate issued in respect of Shares of Restricted Stock shall be registered in the name of the applicable Participant and, in the case of Restricted Stock, shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Award. The Committee may require that the certificates evidencing such shares be held in custody by the Company until the restrictions thereon shall have lapsed and that, as a condition of any Award of Restricted Stock, the applicable Participant shall have delivered a stock power, endorsed in blank, relating to the Shares covered by such Award.

1.2 Terms and Conditions

Shares of Restricted Stock shall be subject to the following terms and conditions:

(a) The Committee shall, prior to or at the time of grant, condition the vesting or transferability of an Award of Restricted Stock upon the continued service of the applicable Participant or the attainment of Performance Goals, or the attainment of Performance Goals and the continued service of the applicable Participant. In the event that the Committee conditions the grant or vesting of an Award of Restricted Stock upon the attainment of Performance Goals (or the attainment of Performance Goals and the continued service of the applicable Participant), the Committee may, prior to or at the time of grant, designate such an Award as a Qualified Performance-Based Award. The conditions for grant, vesting, or transferability and the other provisions of Restricted Stock Awards (including without limitation any Performance Goals applicable to Performance-Based Restricted Stock) need not be the same with respect to each Participant.

(b) Subject to the terms of the Plan and the applicable Award Agreement, any Award of Restricted Stock shall be subject to a vesting period of at least three years following the date of grant, provided that vesting during a period of at least one year following the date of grant is permissible if vesting is conditioned upon the achievement of Performance Goals, and provided, further, that, subject to the minimum vesting requirements set forth in this sentence, an Award may vest in part on a pro rata basis (as specified in the applicable Award Agreement) prior to the expiration of any vesting period. The minimum vesting periods specified in the preceding sentence shall not apply: (A) to Awards made in payment of earned performance-based Awards and other earned cash-based incentive compensation; (B) upon a termination of employment due to death, disability or retirement; (C) upon a Change of Control; (D) to a Substitute Award that does not reduce the vesting period of the award being replaced; or (E) to Awards involving an aggregate number of Shares not in excess of five percent of Shares available for grant as Restricted Stock (together with all other Shares available for grant as Full-Value Awards). Subject to the provisions of the Plan and the applicable Award Agreement, during the Restriction Period, the Participant shall not be permitted to sell, assign, transfer, pledge, or otherwise encumber Shares of Restricted Stock.

(c) If any applicable Performance Goals and/or continued service periods are satisfied and the Restriction Period expires without a prior forfeiture of the Shares of Restricted Stock for which legended certificates have been issued, either (i) unlegended certificates for such Shares shall be delivered to the Participant upon surrender of the legended certificates, or (ii) such Shares shall be evidenced in such manner as the Committee may deem appropriate, including book-entry registration or delivery to an account in the Participant's name at a broker designated by the Company.

1.3 Rights of Shareholder

Except as provided in the applicable Award Agreement, the applicable Participant shall have, with respect to Shares of Restricted Stock, all of the rights of a shareholder of the Company holding the class or series of Shares that are the subject of the Restricted Stock, including, if applicable, the right to vote the Shares and the right to receive any dividends and other distributions, provided, however, that, notwithstanding anything to the contrary in an Award Agreement, in no event shall a dividend or other distribution or dividend equivalent be paid on Restricted Stock a Performance Unit, or Other Stock-Based Performance Award until the Award has vested.

Section 7. Restricted Stock Units (Including Performance Units)

1.1 Nature of Award

Restricted Stock Units are Awards denominated in Shares that will be settled, subject to the terms and conditions of the applicable Award Agreement, (a) in cash, based upon the Fair Market Value of a specified number of Shares, (b) in Shares, or (c) a combination thereof. "Performance Units" are Restricted Stock Units, the vesting of which are subject to the attainment of Performance Goals. In the event that the Committee grants Performance Units, the performance levels to be achieved for each Performance Period and the amount of the Award to be distributed shall be conclusively determined by the Committee.

1.2 Terms and Conditions

Restricted Stock Units shall be subject to the following terms and conditions:

(a) The Committee shall, prior to or at the time of grant, condition the grant, vesting, or transferability of Restricted Stock Units upon the continued service of the applicable Participant or the attainment of Performance Goals, or the attainment of Performance Goals and the continued service of the applicable Participant. In the event that the Committee conditions the grant or vesting of Restricted Stock Units upon the attainment of Performance Goals (or the attainment of Performance Goals and the continued service of the applicable Participant), the Committee may, prior to or at the time of grant, designate such an Award as a Qualified Performance-Based Award. The conditions for grant, vesting or transferability and the other provisions of Restricted Stock Units (including without limitation any Performance Goals applicable to Performance Units) need not be the same with respect to each Participant. An Award of Restricted Stock Units shall be settled as and when the Restricted Stock Units vest or at a later time specified by the Committee or in accordance with an election of the Participant, if the Committee so permits.

(b) Subject to the terms of the Plan and the applicable Award Agreement, any Restricted Stock Units shall be subject to a vesting period of at least three years following the date of grant, provided that vesting during a period of at least one year following the date of grant is permissible if vesting is conditioned upon the achievement of Performance Goals, and provided, further, that, subject to the minimum vesting requirements set forth in this sentence, Restricted Stock Units may vest in part on a pro rata basis (as specified in the applicable Award Agreement) prior to the expiration of any vesting period. The minimum vesting periods specified in the preceding sentence shall not apply: (A) to Awards made in payment of earned performance-based Awards and other earned cash-based incentive compensation; (B) upon a termination of employment due to death, disability or retirement; (C) upon a Change of Control; (D) to a Substitute Award that does not reduce the vesting period of the award being replaced; or (E) to Awards involving an aggregate number of Shares not in excess of five percent of Shares available for grant as Restricted Stock Units (together with all other Shares available for grant as Full-Value Awards).

(c) Subject to the provisions of the Plan and the applicable Award Agreement, during the period, if any, set by the Committee, during the Restriction Period the Participant shall not be permitted to sell, assign, transfer, pledge, or otherwise encumber Restricted Stock Units.

(d) The Award Agreement for Restricted Stock Units may specify whether, to what extent, and on what terms and conditions the applicable Participant shall be entitled to receive current or deferred payments of cash, Shares, or other property corresponding to the dividends payable on the Company's Stock (subject to Section 15.5 below), provided, however, that, notwithstanding anything to the contrary in an Award Agreement, in no event shall a dividend or other distribution or dividend equivalent be paid on a Restricted Stock Unit or Performance Unit until the Award has vested.

Section 8. Other Stock-Based Awards (Including Other Stock-Based Performance Awards)

Other Stock-Based Awards may be granted under the Plan, provided that any Other Stock-Based Awards that are Awards of Shares that are unrestricted shall only be granted in lieu of other compensation due and payable to the Participant. "Other Stock-Based Performance Awards" are Other Stock-Based Awards, the vesting of which is subject to the attainment of Performance Goals. In the event that the Committee grants Other Stock-Based Performance Awards, the performance levels to be achieved for each Performance Period and the amount of the Award to be distributed shall be conclusively determined by the Committee. Subject to the terms of the Plan and the applicable Award Agreement, any Other Stock-Based Award that is a Full-Value Award (and is not an Award of unrestricted stock) shall be subject to a vesting period of at least three years following the Grant Date; provided that a vesting period of at least one year is permissible if vesting is conditioned upon the achievement of Performance Goals, and provided, further, that, subject to the minimum vesting requirements set forth in this sentence, any Other Stock-Based Award may vest in part on a pro rata basis prior to the expiration of any vesting period. The minimum vesting periods specified in the preceding sentence shall not apply: (A) to Awards made in payment of earned performance-based Awards and other earned cash-based incentive compensation; (B) upon a termination of employment due to death, disability or retirement; (C) upon a Change of Control; (D) to a Substitute Award that does not reduce the vesting period of the award being replaced; or (E) to Awards involving an aggregate number of Shares not in excess of five percent of Shares available for grant as Other Stock Based-Awards that are Full-Value Awards (together with all other Shares available for grant as Full-Value Awards). Notwithstanding anything to the contrary in an Award Agreement, in no event shall a dividend or other distribution or dividend equivalent be paid on an Other-Stock Based Award, including any Other Stock-Based Performance Award, until the Award has vested.

Section 9. Performance Cash Awards

Performance Cash Awards may be issued under the Plan, for no cash consideration or for such minimum consideration as may be required by applicable law, either alone or in addition to other Awards. A "Performance Cash Award" is an Award entitling the recipient to payment of a cash amount subject to the attainment of Performance Goals. The Committee may, in connection with the grant of a Performance Cash Award, designate the Award as a Qualified Performance-Based Award. The conditions for grant or vesting and the other provisions of a Performance Cash Award (including without limitation any applicable Performance Goals) need not be the same with respect to each Participant. Performance Cash Awards may be paid in cash, Shares, other property or any combination thereof, in the sole discretion of the Committee as set forth in the applicable Award Agreement. The performance levels to be achieved for each Performance Period and the amount of the Award to be distributed shall be conclusively determined by the Committee.

Section 10. Change of Control Provisions

1.1 Impact of Event

Notwithstanding any other provision of this Plan to the contrary, the provisions of this Section 10 shall apply in the event of a Change of Control, unless otherwise provided in the applicable Award Agreement.

(a) Upon a Change of Control, (i) all then-outstanding Options and SARs shall become fully vested and exercisable, and any Full-Value Award (other than a Performance Award) shall vest in full, be free of restrictions, and be deemed to be earned and immediately payable in an amount equal to the full value of such Award, except in each case to the extent that another Award meeting the requirements of Section 10.1(b) (any award meeting the requirements of Section 10.1(b), a "Replacement Award") is provided to the Participant pursuant to Section 3.4 to replace such Award (any award intended to be replaced by a Replacement Award, a "Replaced Award"), and (ii) any Performance Award that is not replaced by a Replacement Award shall be deemed to be earned and immediately payable in an amount equal to the full value of such Performance Award (with all applicable Performance Goals deemed achieved at the greater of (x) the applicable target level and (y) the level of achievement of the Performance Goals for the Award as determined by the Committee not later than the date of the Change of Control, taking into account performance through the latest date preceding the Change of Control as to which performance can, as a practical matter, be determined (but not later than the end of the Performance Period)) multiplied by a fraction, the numerator of which is the number of days during the applicable Performance Period before the date of the Change of Control, and the denominator of which is the number of days in the applicable Performance Period; provided, however, that such fraction shall be equal to one in the event that the applicable Performance Goals in respect of such Performance Award have been fully achieved as of the date of such Change of Control.

(b) An Award shall meet the conditions of this Section 10.1(b) (and hence qualify as a Replacement Award) if: (i) it is of the same type as the Replaced Award; (ii) it has a Fair Market Value at least equal to the value of the Replaced Award as of the date of the Change of Control; (iii) if the underlying Replaced Award was an equity-based award, it relates, following the Change of Control, to publicly traded equity securities of the Company or the Surviving Corporation or the ultimate parent company which results from the Change of Control; and (iv) its other terms and conditions are not less favorable to the Participant than the terms and conditions of the Replaced Award (including the provisions that would apply in the event of a subsequent Change of Control) as of the date of the Change of Control. Without limiting the generality of the foregoing, a Replacement Award may take the form of a continuation of the applicable Replaced Award if the requirements of the preceding sentence are satisfied. The determination whether the conditions of this Section 10.1(b) are satisfied shall be made by the Committee, as constituted immediately before the Change of Control, in its sole discretion.

(c) Upon a Termination of Employment of a Participant occurring in connection with or during the two years following the date of a Change of Control, by the Company other than for Cause or by the Participant for Good Reason, (i) all Replacement Awards held by such Participant shall vest in full, be free of restrictions, and be deemed to be earned and immediately payable in an amount equal to the full value of such Replacement Award, and (ii) all Options and SARs held by the Participant immediately before the Termination of Employment that the Participant held as of the date of the Change of Control or that constitute Replacement Awards shall remain exercisable until the earlier of (1) the third anniversary of the Change of Control and (2) the expiration of the stated Term of such Option or SAR; provided, that if the applicable Award Agreement provides for a longer period of exercisability, that provision shall control.

1.2 Definition of Change of Control

For purposes of the Plan, a “Change of Control” shall mean any of the following events:

(a) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Act) (a “Person”) becomes the Beneficial Owner (within the meaning of Rule 13d-3 promulgated under the Act) of 30% or more of either (i) the then-outstanding Shares of the Company (the “Outstanding Company Shares”) or (ii) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided that, for purposes of this subsection (a), the following acquisitions shall not constitute a Change of Control: (1) an acquisition directly from the Company; (2) an acquisition by the Company or a Subsidiary; (3) an acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary; (4) any acquisition by an underwriter temporarily holding securities pursuant to an offering of such securities or (5) an acquisition pursuant to a transaction that complies with Sections 10.2(c)(i), 10.2(c)(ii), and 10.2(c)(iii) below;

(b) Individuals who, on the Effective Date, constitute the Board (the “Incumbent Directors”) cease for any reason to constitute at least a majority of the Board; provided that any person becoming a director subsequent to the Effective Date whose election, or nomination for election by the

Company’s shareholders, was approved by a vote of at least a majority of the Incumbent Directors then on the

Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without written objection to such nomination) shall be considered an Incumbent Director; but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of any Person other than the Board; or

(c) The consummation of a reorganization, merger, statutory share exchange or consolidation (or similar corporate transaction) involving the Company or a Subsidiary, the sale or other disposition of all or substantially all of the Company's assets, or the acquisition of assets or stock of another entity (a "Business Combination"), unless immediately following such Business Combination: (i) substantially all of the individuals and entities who were Beneficial Owners, respectively, of the Outstanding Company Shares and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then-outstanding Shares and the total voting power of (A) the corporation resulting from such Business Combination (the "Surviving Corporation") or (B) if applicable, the ultimate parent corporation that directly or indirectly has beneficial ownership of 80% or more of the voting securities eligible to elect directors of the Surviving Corporation (the " Parent Corporation"), in substantially the same proportion as their ownership, immediately prior to the Business Combination, of the Outstanding Company Shares and the Outstanding Company Voting Securities, as the case may be, (ii) no Person (other than any employee benefit plan (or related trust) sponsored or maintained by the Surviving Corporation or the Parent Corporation), is or becomes the Beneficial Owner, directly or indirectly, of 30% or more of the outstanding Shares and the total voting power of the outstanding securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) and (iii) at least a majority of the members of the Board of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) following the consummation of the Business Combination were Incumbent Directors at the time of the Board's approval of the initial agreement providing for such Business Combination; or

(d) Approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

For the avoidance of doubt, any one or more of the above events may be effected pursuant to (A) a compromise or arrangement sanctioned by the court under Chapter 1 of Part 9 of the Companies Act 2014 of the Republic of Ireland or (B) Chapter 2 of Part 9 of the Companies Act 2014 of the Republic of Ireland.

1.3 Section 409A of the Code

Notwithstanding the foregoing, if any Award is subject to Section 409A of the Code, (a) this Section 10 shall be applicable only to the extent specifically provided in the Award Agreement; and (b) in respect of any Award subject to Section 409A of the Code, to the extent required to avoid an accelerated or additional tax under Section 409A of the Code, in no event shall a Change of Control be treated as having occurred if such event is not a “change of control event” for purposes of Section 409A of the Code.

Section 11. Performance Awards

1.1 Section 16(b)

The provisions of this Plan are intended to ensure that no transaction under the Plan is subject to (and not exempt from) the short-swing recovery rules of Section 16(b) of the Act ("Section 16(b)"). Accordingly, the composition of the Committee shall be subject to such limitations as the Board deems appropriate to permit transactions pursuant to this Plan to be exempt (pursuant to Rule 16b-3 promulgated under the Act) from Section 16(b), and no delegation of authority by the Committee shall be permitted if such delegation would cause any such transaction to be subject to (and not exempt from) Section 16(b).

1.2 Awards Valid Notwithstanding Committee Composition

Notwithstanding any other provision of the Plan to the contrary, if for any reason the appointed Committee does not meet the requirements of Rule 16b-3, such noncompliance with the requirements of Rule 16b-3 shall not affect the validity of Awards, grants, interpretations of the Plan, or other actions of the Committee.

1.3 Section 409A of the Code

(a) It is the intention of the Company that no Award shall be "deferred compensation" subject to Section 409A of the Code, unless and to the extent that the Committee specifically determines otherwise as provided in the immediately following sentence, and the Plan and the terms and conditions of all Awards shall be interpreted accordingly. The terms and conditions governing any Awards that the Committee determines will be subject to Section 409A of the Code, including any rules for elective or mandatory deferral of the delivery of cash or Shares pursuant thereto and any rules regarding treatment of such Awards in the event of a Change of Control, shall be set forth in the applicable Award Agreement, and shall comply in all respects with Section 409A of the Code. In no event whatsoever shall the Company be liable for any additional tax, interest or penalty that may be imposed on a Participant by Section 409A of the Code or damages for failing to comply with Section 409A of the Code.

(b) The intent of the parties is that payments and benefits under this Plan comply with Section 409A of the Code, to the extent subject thereto, and accordingly, to the maximum extent permitted, this Plan shall be interpreted and administered to be in compliance therewith. Notwithstanding anything contained herein to the contrary, a Participant shall not be considered to have terminated employment with the Company for purposes of any payments under the Plan which are subject to Section 409A of the Code until the Participant has incurred a "separation from service" from the Company within the meaning of Section 409A of the Code. Each amount to be paid or benefit to be provided under this Plan shall be construed as a separate identified payment for purposes of Section 409A of the Code. Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required in order to avoid an accelerated or additional tax under Section 409A of the Code, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Plan during the six-month period immediately following a Participant's separation from service shall instead be paid on the first business day after the date that is six months following the Participant's separation from service (or, if earlier, the Participant's date of death). The Company makes no representation that any or all of the payments described in this Plan will be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to any such payment.

Section 12. Term, Amendment, and Termination

1.1 Effectiveness

The Effective Date of the Plan is December 31, 2021, subject to any required approval of the Company's shareholders.

1.2 Termination

The Plan will terminate on the tenth anniversary of the Effective Date. Awards outstanding as of such termination date shall not be affected or impaired by the termination of the Plan.

1.3 Amendment of Plan

The Board or the Committee may amend, alter, or discontinue the Plan, but no amendment, alteration, or discontinuation shall be made which would materially impair the rights of any Participant with respect to a previously granted Award without such Participant's consent, except such an amendment made to comply with applicable law, including, without limitation, Section 409A of the Code, Section 422 of the Code, stock exchange rules or accounting rules. In addition, no such amendment shall be made without the approval of the Company's shareholders to the extent that such approval is required by applicable law or by the listing standards of the Applicable Exchange.

1.4 Amendment of Awards

Subject to Section 5.12, the Committee may unilaterally amend the terms of any Award theretofore granted. Subject to the foregoing, the amendment authority of the Committee shall include, without limitation, the authority to modify the number of Shares or other terms and conditions of an Award; extend the term of an Award; accelerate the exercisability or vesting or otherwise terminate any restrictions relating to an Award; accept the surrender of any outstanding Award; and, to the extent not previously exercised or vested, authorize the grant of new Awards in substitution for surrendered Awards; provided, however that (a) the amended or modified terms are permitted by the Plan as then in effect; (b) any Participant adversely affected by such amended or modified terms shall have consented to such amendment or modification unless such amendment is necessary to comply with applicable law, including, without limitation, Section 409A of the Code, Section 422 of the Code, stock exchange rules or accounting rules; and (c) the authority to accelerate the exercisability or vesting or otherwise terminate restrictions relating to an Award may be exercised only in connection with a Participant's death, disability or retirement, in connection with a Change of Control, or to the extent such actions involve an aggregate number of Shares not in excess of 5% of the number of shares available for Awards.

Section 13. Forfeiture

1.1 Forfeiture

Subject to applicable law, all Awards under this Plan shall be subject to forfeiture or other penalties pursuant (a) to the Company's Incentive Compensation Forfeiture Policy, as amended from time to time, and (b) such other forfeiture and/or penalty conditions and provisions as determined by the Committee and set forth in the applicable Award Agreement.

1.2 Effect of Change of Control

Notwithstanding the foregoing provisions, unless otherwise provided by the Committee in the applicable Award Agreement or required by applicable law, this Section 13 shall not be applicable to any Participant following a Change of Control.

Section 14. Unfunded Status of Plan

Unfunded Status; Committee Authority. It is presently intended that the Plan will constitute an "unfunded" plan for incentive and deferred compensation. The Committee may authorize the creation of trusts or other arrangements to meet the obligations created under the Plan to deliver Shares or make payments; provided, that unless the Committee otherwise determines, the existence of such trusts or other arrangements is consistent with the "unfunded" status of the Plan.

Section 15. General Provisions

1.1 Conditions for Issuance

The Committee may require each Participant purchasing or receiving Shares pursuant to an Award to represent to and agree with the Company in writing that such person is acquiring the Shares without a view to the distribution thereof. The certificates for such Shares may include any legend which the Committee deems appropriate to reflect any restrictions on transfer. Notwithstanding any other provision of the Plan or agreements made pursuant thereto, the Company shall not be required to issue or deliver any certificate or certificates for Shares under the Plan prior to fulfillment of all of the following conditions: (a) listing or approval for listing upon notice of issuance of such Shares on the Applicable Exchange, (b) any registration or other qualification of such Shares of the Company under any state or federal law or regulation, or the maintaining in effect of any such registration or other qualification which the Committee shall, in its absolute discretion upon the advice of counsel, deem necessary or advisable, and (c) obtaining any other consent, approval, or permit from any state or federal governmental agency which the Committee shall, in its absolute discretion after receiving the advice of counsel, determine to be necessary or advisable.

1.2 Additional Compensation Arrangements

Nothing contained in the Plan shall prevent the Company or any Subsidiary from adopting other or additional compensation arrangements for its employees.

1.3 No Contract of Employment

The Plan shall not constitute a contract of employment, and adoption of the Plan shall not confer upon any employee any right to continued employment, nor shall it interfere in any way with the right of the Company or any Subsidiary to terminate the employment of any employee at any time.

1.4 Required Taxes

No later than the date as of which an amount first becomes includible in the gross income of a Participant for federal, state, local, or foreign income or employment or other tax purposes with respect to any Award under the Plan, such Participant shall pay to the Company, or make arrangements satisfactory to the Company regarding the payment of, any federal, state, local, or foreign taxes of any kind required by law to be withheld with respect to such amount. Unless otherwise determined by the Company, withholding obligations may be settled with Shares, including Shares that are part of the Award that gives rise to the withholding requirement, in an amount not to exceed the maximum statutory tax rates in the applicable jurisdiction and that will not cause the Company adverse accounting consequences, all in accordance with such procedures as the Committee establishes and to the extent permissible under applicable law and applicable withholding rules. The obligations of the Company under the Plan shall be conditioned on such payment or arrangements, and the Company and its Subsidiaries shall, to the extent permitted by law, have the right to deduct any such taxes from any payment otherwise due to such Participant. The Committee may establish such procedures as it deems appropriate, including making irrevocable elections, for the settlement of withholding obligations with Shares.

1.5 Limit on Dividend Reinvestment and Dividend Equivalents

Reinvestment of dividends in additional Restricted Stock Units to be settled in Shares, and the payment of Shares with respect to dividends to Participants holding Awards of Restricted Stock Units, shall only be permissible if sufficient Shares are available under Section 3 for such reinvestment or payment (taking into account then outstanding Awards). In the event that sufficient Shares are not available for such reinvestment or payment, such reinvestment or payment shall be made in the form of a grant of Restricted Stock Units equal in number to the Restricted Stock Units or Shares that would have been obtained by such payment or reinvestment, the terms of which Restricted Stock Units shall provide for settlement in cash and for dividend equivalent reinvestment in further Restricted Stock Units on the terms contemplated by this Section 15.5.

1.6 Written Materials; Electronic Documents

Electronic documents may be substituted for any written materials required by the terms of the Plan, including, without limitation, Award Agreements.

1.7 Designation of Death Beneficiary

The Committee shall establish such procedures as it deems appropriate for a Participant to designate a beneficiary to whom any amounts payable in the event of such Participant's death are to be paid or by whom any rights of such Participant after such Participant's death may be exercised. If no beneficiary designation is in effect for a Participant at the time or his or her death, any such amounts shall be paid to, and any such rights may be exercised by, the estate of the Participant.

1.8 Subsidiary Employees

In the case of a grant of an Award to any employee of a Subsidiary of the Company, the Company may, if the Committee so directs, issue or transfer the Shares, if any, covered by the Award to the Subsidiary, for such lawful consideration as the Committee may specify, upon the condition or understanding that the Subsidiary will transfer the Shares to the employee in accordance with the terms of the Award specified by the Committee pursuant to the provisions of the Plan. All Shares underlying Awards that are forfeited or canceled shall revert to the Company.

1.9 Governing Law

The Plan and all Awards made and actions taken thereunder shall be governed by and construed in accordance with the laws of the State of Minnesota, without reference to principles of conflict of laws.

1.10 Non-Transferability

Except as otherwise provided in Section 5.10 or by the Committee, Awards under the Plan are not transferable except by will or by laws of descent and distribution.

1.11 Foreign Employees and Foreign Law Considerations

The Committee may grant Awards to Eligible Individuals who are foreign nationals, who are located outside the United States, who are United States citizens or resident aliens on global assignments in foreign nations, who are not compensated from a payroll maintained in the United States, or who are otherwise subject to (or could cause the Company to be subject to) legal or regulatory provisions of countries or jurisdictions outside the United States, on such terms and conditions different from those specified in the Plan as may, in the judgment of the Committee, be necessary or desirable to foster and promote achievement of the purposes of the Plan, and, in furtherance of such purposes, the Committee may make such modifications, amendments, procedures, or subplans as may be necessary or advisable to comply with such legal or regulatory provisions.

1.12 No Rights to Awards; Non-Uniform Determinations

No Participant or Eligible Individual shall have any claim to be granted any Award under the Plan. The Company, its Subsidiaries, or the Committee shall not be obligated to treat Participants or Eligible Individuals uniformly, and determinations made under the Plan may be made by the Committee selectively among Participants and/or Eligible Individuals, whether or not such Participants and Eligible Individuals are similarly situated. Awards under a particular Section of the Plan need not be uniform between and among Participants.

1.13 Relationship to Other Benefits

No payment under the Plan shall be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare, or benefit plan of the Company or any Subsidiary unless provided otherwise in such plan.

1.14 Expenses

The expenses of administering the Plan shall be borne by the Company and its Subsidiaries.

1.15 Titles and Headings

The titles and headings of the Sections in the Plan are for convenience of reference only, and in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control.

1.16 Fractional Shares

No fractional Shares shall be issued under the Plan.

1.17 Government and Other Regulations

Notwithstanding any other provision of the Plan:

(a) No Participant who acquires Shares pursuant to the Plan may, during any period of time that such Participant is an affiliate of the Company (within the meaning of regulations promulgated pursuant to the Securities Act of 1933 (the "1933 Act")), offer or sell such Shares, unless such offer and sale are made (i) pursuant to an effective registration statement under the 1933 Act, which is current and includes the Shares to be sold, or (ii) pursuant to an appropriate exemption from the registration requirements of the 1933 Act, such as that set forth in Rule 144 promulgated under the 1933 Act.

(b) If at any time the Committee shall determine that the registration, listing, or qualification of the Shares covered by an Award upon the Applicable Exchange or under any foreign, federal, state, or local law or practice, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition of, or in connection with, the granting of such Award or the purchase or receipt of Shares thereunder, no Shares may be purchased, delivered, or received pursuant to such Award unless and until such registration, listing, qualification, consent, or approval shall have been effected or obtained free of any condition not acceptable to the Committee. Any Participant receiving or purchasing Shares pursuant to an Award shall make such representations and agreements and furnish such information as the Committee may request to assure compliance with the foregoing or any other applicable legal requirements. The Company shall not be required to issue or deliver any certificate or certificates for Shares under the Plan prior to the Committee's determination that all related requirements have been fulfilled. The Company shall in no event be obligated to register any Shares or any other securities pursuant to the 1933 Act or applicable state or foreign law or to take any other action in order to cause the issuance and delivery of such certificates to comply with any such law, regulation, or requirement.

1.18 Additional Provisions

Each Award Agreement may contain such other terms and conditions as the Committee may determine; provided that such other terms and conditions are not inconsistent with the provisions of the Plan.

1.19 No Limitations on Rights of the Company

The grant of any Award shall not in any way affect the right or power of the Company to make adjustments, reclassifications, or changes in its capital or business structure or to merge, consolidate, dissolve, liquidate, sell, or transfer all or any part of its business or assets. The Plan shall not restrict the authority of the Company, for proper corporate purposes, to draft, grant, or assume Awards, other than under the Plan, with respect to any person.

1.20 Severability

In the event any provision of the Plan shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

1.21 Blackout Periods

Notwithstanding any other provision of this Plan or any Award to the contrary, the Company shall have the authority to establish any “blackout” period that the Company deems necessary or advisable with respect to any or all Awards.

1.22 Irish Conditions for Issuance

Notwithstanding any other provision of this Plan, (a) the Company shall not be obliged to issue any Shares pursuant to an Award unless at least the par (nominal) value of such newly issued Share has been fully paid in advance in accordance with applicable law (which requirement may mean the holder of an Award is obliged to make such payment), (b) no adjustments may be made to an Award which reduce the price payable for a Share subject to such Award below the par (nominal) value of a Share and (c) the Company shall not be obliged to issue or deliver any Shares in satisfaction of Awards until all legal and regulatory requirements associated with such issue or delivery have been complied with to the satisfaction of the Committee.

MEDTRONIC plc

PERFORMANCE SHARE UNIT AGREEMENT 2021
MEDTRONIC PLC LONG TERM INCENTIVE PLAN

Name:

Employee ID:

Client Grant ID:

Grant Date:

Grant Price:

Grant Type:

Target PERFORMANCE SHARE UNITS:

Performance Period: FY2022 to FY2024 (“Performance Period”)

1. **Performance Share Unit Award.** Medtronic plc, an Irish public limited company (“Medtronic” or the “Company”), hereby grants to the individual named above (“you”) an Award (the “Award”) consisting of Performance Share Units (“Performance Share Units”) in the target number (“Target Performance Share Units”) and on the Grant Date as each is set forth above. The actual number of Performance Share Units that will be earned if the minimum performance threshold is achieved is illustrated in Section 2 below. Each Performance Share Unit represents the right to receive one ordinary share of the Company, par value $0.0001 per share (“Share”), subject to the restrictions, limitations, and conditions contained in this Performance Share Unit Award Agreement (the “Agreement”) and in the 2021 Medtronic plc Long Term Incentive Plan (the “Plan”). In the event of any inconsistency between the terms of the Agreement and the Plan, the terms of the Plan shall govern. Capitalized terms used but not defined shall have the meaning ascribed thereto in the Plan.
2. **Performance Targets.** The payout under this Award will be based on the following pre- established performance targets over the 3-year Performance Period:
    a) Company performance will be measured using three criteria: Revenue Growth (“Revenue Growth”), Relative Total Shareholder Return (“Relative TSR”), and a 3-year Return on Invested Capital modifier (“ROIC Modifier”) as shown below. The performance measures will be weighted as follows: Revenue Growth weighted 50.00%, Relative TSR weighted 50.00%. The ROIC Modifier may be applied to reduce (but not increase) the number of Performance Share Units that are paid out. This means the number of Performance Share Units paid out may be greater than, equal to, or less than the target number of Performance Share Units awarded at grant due to actual performance relative to these performance measures.

Revenue Growth Performance Range	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	≥12%
Payout Range	**50%**	**60%**	**70%**	**80%**	**90%**	**100%**	**120%**	**140%**	**160%**	**180%**	**200%**

Relative TSR Performance Range	25%	30%	35%	40%	45%	50%	55%	60%	65%	70%	≥75%
Payout Range	**50%**	**60%**	**70%**	**80%**	**90%**	**100%**	**120%**	**140%**	**160%**	**180%**	**200%**

FY2022 – FY2024 Return on Invested Capital (“ROIC”)

The ROIC Modifier will reduce the PSU Payout Factor by 30% if the 3-fiscal year ROIC does not meet a minimum of 10% for the FY2022-FY2024 Performance Period.

The tables above show the percentage of the Target Performance Share Units to be earned based on the actual Company performance against these three criteria over the FY2022 – FY2024 Performance Period.

b) To determine payout, the percentage across the top of the grid is earned based on achievement of performance targets within the grid for each of the performance measures, multiplied by the weight. Next, the ROIC Modifier is applied to determine the final number of earned Performance Share Units. To illustrate:

i) if Company performance results in **Revenue Growth of 7%**, **Relative TSR of 55%** and **ROIC of 10.0%**, the % payout of Target Performance Share Units would be calculated as follows:

Performance Measure	% Award Earned	Weight		
Revenue Growth	100% x	50.00%	=	50.00%
Relative TSR	120% x	50.00%	=	60.00%
% Payout of Target Performance Share Units (Before ROIC Modifier)			=	110.00%
ROIC Modifier	30% Reduction if ROIC target not achieved			No Reduction
% Payout of Target Performance Share Units (After ROIC Modifier)			=	110.00%

ii) if Company performance results in **Revenue Growth of 7%**, **Relative TSR of 55%** and **ROIC of 8.0%**, the % payout of Target Performance Share Units would be calculated as follows:

Performance Measure	% Award Earned	Weight		
Revenue Growth	100% x	50.00%	=	50.00%
Relative TSR	120% x	50.00%	=	60.00%
% Payout of Target Performance Share Units (Before ROIC Modifier)			=	110.00%
ROIC Modifier	30% Reduction if ROIC target not achieved		=	-30.00%
% Payout of Target Performance Share Units (After ROIC Modifier)			=	80.00%

3. **Calculation of Revenue Growth, Relative TSR and the ROIC Modifier**

Revenue Growth Performance Target

"Revenue Growth" is defined as Medtronic's 3-year simple average annual organic revenue growth measured at constant currency. Each fiscal year's growth is measured independently and then averaged. Organic Constant Currency growth excludes the 1st year of material acquisitions.

Relative TSR Performance Target

"Relative TSR" is defined as (end average share price x re-investment factor) -1 x 100 divided by the start average share price. The re-investment factor equals the cumulative number of dividend shares divided by one share.

Return on Invested Capital Performance Modifier

"Return on Invested Capital ("ROIC") is defined as Non-GAAP Earnings as reported to Investors plus Interest Expense net of Tax, divided by Invested Capital for each year, averaged over the 3-year period. "Invested Capital" is defined as Total Equity plus Net Debt (Short and Long-Term Debt) less Cash and Investments. The ROIC modifier will reduce the PSU Payout Factor by 30% if the 3-fiscal year ROIC does not meet a minimum of 10% for the FY2022-FY2024 PSU Performance Period. The ROIC PSU Performance modifier cannot increase the PSU payout factor.

4. **Vesting & Distribution**. The Performance Share Units, to the extent earned based on attainment of the performance measures as determined by the Compensation Committee in accordance with Section 2 above, will fully vest on the third anniversary of the grant date, provided that you have not incurred a Termination of Employment during the period beginning on the Grant Date and ending on the third anniversary of the grant date (the "Vesting Period"). The Company will issue to you a number of Shares equal to the number of Performance Share Units that are earned (including any dividend equivalents described in Section 7, below) as soon as practicable following the end of the Vesting Period.

Notwithstanding the preceding sentence, if you incur a Termination of Employment during the Vesting Period as a result of your death, Disability or Retirement, you will remain entitled to receive a number of Shares equal to the number of Performance Share Units that are earned (including any dividend equivalents described in Section 7, below) based on actual performance over the 3-fiscal year Performance Period, as soon as practicable following the end of the Vesting Period. Upon your Termination of Employment during the Vesting Period for any reason other than death, Disability or Retirement, the Performance Share Units will automatically be forfeited in full and canceled by the Company as of 11:00 p.m. CT (midnight ET) on the date of such Termination of Employment. For purposes of this Agreement, the term "Disability" shall have the meaning ascribed to it under the Global Disability Policy maintained by the Committee or its delegate and the term "Retirement" shall mean the earlier of: (i) Termination of Employment from the Company or an Affiliate on or after attaining age 55 with 10 years of service; (ii) Termination of Employment on or after attaining age 62; or (iii) if, on your termination date, you are employed in a country (i.e., receiving pay and benefits from that country) that is designated on the Global Retirement Policy maintained by the Committee or its delegate, the age or combination of age and service specifically for such country on the Global Retirement Policy.

5. **Forfeiture**. If you have received or are entitled to receive delivery of Shares as a result of this Agreement within the period beginning six months prior to the date of your Termination of Employment and ending twelve months following the date of your Termination of Employment, the Company, in its sole discretion, may require you to return or forfeit the cash and/or Shares received or receivable with respect to this Performance Share Unit Award, in the event that you engage in any of the following activities:

   a. performing services for or on behalf of any competitor of, or competing with, the Company or any Affiliate, within six months of the date of your Termination of Employment;

   b. unauthorized disclosure of material proprietary information of the Company or any Affiliate;

   c. a violation of applicable business ethics policies or business policies of the Company or any Affiliate; or

   d. any other occurrence determined by the Committee.

   The Company's right to require forfeiture must be exercised not later than 90 days after the Company acquires actual knowledge of such an activity but in no event later than twelve months after your Termination of Employment. Such right shall be deemed to be exercised upon the Company's mailing written notice of such exercise to your most recent home address as shown on the personnel records of the Company. In addition to requiring forfeiture as described herein, the Company may exercise its rights under this Section 5 by terminating the Performance Share Units awarded under this Agreement.

   If you fail or refuse to forfeit the cash and/or shares of Common Stock demanded by the Company (the number of such shares of Common Stock as may be adjusted for any events described in Section 3.4 of the Plan), you shall be liable to the Company for damages equal to the number of Shares demanded times the highest closing price per share of the Common Stock during the period between the date of your Termination of Employment and the date of any judgment or award to the Company, together with all costs and attorneys' fees incurred by the Company to enforce this provision.

   For purposes of this Section 5, forfeiture of Common Stock shall be effected by the redemption of such Common Stock in accordance with the Articles of Association of the Company and to the extent permissible under applicable law.

   Notwithstanding the foregoing, this Section 5 shall have no application following a Change of Control, nor shall the Company's Incentive Compensation Forfeiture Policy apply following a Change of Control to the Performance Share Units awarded pursuant to this Agreement or to any proceeds in respect of such Award.

6. **Change of Control.** Notwithstanding anything in Section 4 of this Agreement to the contrary, if a Change of Control of the Company occurs during the Vesting Period, then the Performance Share Units will become 100% vested upon such Change of Control, and the Company will issue to you a number of Shares equal to the Target Performance Share Units (including any dividend equivalents described in Section 7, below) within six weeks following the Change of Control (unless such Change of Control is not an event described in Section 409A(a)(2)(A)(v) of the Code and the regulations thereunder (a "Section 409A Change of Control"), in which case such settlement shall be delayed until the Delayed Payment Date (as defined below)), provided that no such vesting or issuance shall occur if the Performance Share Units are replaced or continued by a Replacement Award that satisfies the requirements of Section 10.1(b) of the Plan. In the event that the Performance Share Units are replaced by a Replacement Award and you

incur a Termination of Employment during the two years following a Change of Control by the Company without Cause or by you for Good Reason, such Replacement Award shall vest in full and be settled on the Delayed Payment Date. For purposes of this Agreement, the Delayed Payment Date means the first to occur of: (i) the date on which you incur a "separation from service" (within the meaning of Section 409A of the Code), or, if you are a "specified employee" (within the meaning of Section 409A(a)(2)(B)(i) of the Code) at the time of such "separation from service," on the date that is six months following the date of your "separation from service"; (ii) the originally scheduled vesting date for the applicable Performance Share Units; (iii) the date of your death; and (iv) the date of a Section 409A Change of Control.

7. **Dividend Equivalents.** You are entitled to receive dividend equivalents on the Performance Share Units generally in the same manner and at the same time as if each Performance Share Unit were a Share. These dividend equivalents will be credited to you in the form of additional Performance Share Units. The additional Performance Share Units will be subject to the terms of this Agreement.

8. **Clawback; Repayment.** The Performance Share Units shall be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (i) any clawback, forfeiture or other similar policy adopted by the Board or the Committee and as in effect from time to time, and (ii) applicable law. In addition, if you receive any amount in excess of the amount that you should have otherwise received under the terms of the Performance Share Units for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations or other administrative error), the Committee may provide that you shall be required to repay any such excess amount to the Company and its Subsidiaries.

9. **Withhold Taxes.** You are responsible to promptly pay any Social Security and Medicare taxes (together, "FICA") due upon vesting of the Performance Share Units, and any Federal, State, and local taxes due upon distribution of the Shares. The Company and its Subsidiaries are authorized to deduct from any payment to you any such taxes required to be withheld. As described in Section 15.4 of the Plan and to the extent permissible under applicable law, you may elect to have the Company withhold a portion of the Shares issued upon settlement of the Performance Share Units to satisfy all or part of the withholding tax requirements. You may also elect, at the time you vest in the Performance Share Units, to pay your FICA liability due with respect to those Performance Share Units out of those units. If you choose to do so, the Company will reduce the number of your vested Performance Share Units accordingly. The amount that is applied to pay FICA will be subject to Federal, State, and local taxes.

10. **Limitation of Rights**. Except as set forth in the Agreement, until the Shares are issued to you in settlement of your Performance Share Units, you do not have any right in, or with respect to, any Shares (including any voting rights) by reason of this Agreement. Further, you may not transfer or assign your rights under the Agreement and you do not have any rights in the Company's assets that are superior to a general, unsecured creditor of the Company by reason of this Agreement.

11. **No Employment Contract**. Nothing contained in the Plan or Agreement creates any right to your continued employment or otherwise affects your status as an employee at will. You hereby acknowledge that the Company and you each have the right to terminate your employment at any time for any reason or for no reason at all.

12. **Amendment to Agreement Under Section 409A of the Code**. You acknowledge that the Agreement and the Plan, or portions thereof, may be subject to Section 409A of the Code, and that changes may need to be made to the Agreement to avoid adverse tax consequences under Section 409A of the Code. You agree that following the issuance of such rules, the Company may amend this Agreement as it deems necessary or desirable to avoid such adverse tax consequences; provided, however, that the

Company shall accomplish such amendments in a manner that preserves your intended benefits under the Agreement to the greatest extent possible.

13. **Governing Law, Venue and Personal Jurisdiction**. Notwithstanding anything contrary in the Plan, the validity, enforceability, construction and interpretation of the Plan or Agreement shall be governed by the laws of the State of Minnesota. You irrevocably waive any right to have the laws of any state or nation or other legal jurisdiction other than the State of Minnesota apply to the Plan or Agreement. Any dispute regarding the Plan or Agreement shall be exclusively decided by a state court in the State of Minnesota, and you irrevocably waive any right to have any such disputes decided in any jurisdiction or venue other than a state court in the State of Minnesota. You irrevocably consent to the personal jurisdiction of the state courts in the State of Minnesota for the purposes of any action arising out of or related to the Plan or

Agreement, and irrevocably waive any right to remove any case commenced by Medtronic from a state court in the State of Minnesota to any federal court.

14. **Agreement**. You agree to be bound by the terms and conditions of this Agreement and the Plan. Your signature is not required in order to make this Agreement effective.

Medtronic Stock Administration Medtronic plc
c/o Medtronic, Inc.
800 53rd Ave NE #SLK32
Minneapolis, MN 55432

askhr@medtronic.com
888-422-1500

MEDTRONIC plc

NON-QUALIFIED STOCK OPTION AGREEMENT 2021
MEDTRONIC PLC LONG TERM INCENTIVE PLAN

Name:

Employee ID:

Client Grant ID:

Grant Date:

Grant Price:

Grant Type:

Shares Awarded:

Expiration Date:

1. **The Option**. Medtronic plc, an Irish public limited company (the "Company"), hereby grants to you, the individual named above, as of the above Grant Date, an option (the "Option") to purchase the above number of ordinary shares of the Company, par value
$0.0001 per share (the "Common Stock"), for the above Option Price Per Share, on the terms and conditions set forth in this Non-Qualified Stock Option Agreement (this "Agreement") and in the 2021 Medtronic plc Long Term Incentive Plan (the "Plan"). In the event of any inconsistency between the terms of the Agreement and the Plan, the terms of the Plan shall govern. Capitalized terms not defined in this Agreement shall have the meanings ascribed to them in the Plan.

2. **Exercise of Option**. The exercise of the Option is subject to the following conditions and restrictions:

    a. Expiration. Upon vesting of a portion of the Option, such portion may be exercised in whole or in part until the earlier of (i) the above Expiration Date, or (ii) the expiration of the applicable period following your Termination of Employment, as provided in Sections 2(c), (d) or (e) below.

    b. Schedule of Exercisability. The Option shall become vested and exercisable to the extent of 25% of the above number of shares of Common Stock on each of the first, second, third and fourth anniversaries of the Grant Date. Once a portion of the Option has become exercisable,that portion may be exercised at any time thereafter, subject to the provisions of Section 2(a) above.

c. Death. Notwithstanding the schedule of exercisability set forth in Section 2(b) above, the Option shall become immediately exercisable in full upon your death, and may be exercised by your Successor (as defined below) at any time, or from time to time, within five years after the date of your death, subject to Section 2(g) below. For purposes of this Agreement, the term "Successor" shall mean the legal representative of your estate or the person or persons who may, by bequest, inheritance or valid beneficiary designation (as provided in Section 15.7 of the Plan), acquire the right to exercise the Option

d. Disability or Retirement. Notwithstanding the schedule of exercisability set forth in Section 2(b) above, the Option shall become immediately exercisable in full upon your Disability or Retirement (as each such term is defined below), and you may exercise your Option at any time, or from time to time, within five years after the date of Retirement or determination of Disability, subject to Section 2(g) below. For purposes of this Agreement, the term "Disability" shall have the meaning ascribed to it under the Global Disability Policy maintained by the Committee or its delegate and the term "Retirement" shall mean the earlier of: (i) Termination of Employment from the Company or an Affiliate on or after attaining age 55 with 10 years of service; (ii) Termination of Employment on or after attaining age 62; or (iii) if, on your termination date, you are employed in a country (i.e., receiving pay and benefits from that country) that is designated on the Global Retirement Policy maintained by the Committee or its delegate, the age or combination of age and service specifically for such country on the Global Retirement Policy.

e. Termination for Any Other Reason. In the event you incur a Termination of Employment for any reason other than those specified in Sections 2(c) and 2(d), any unvested portion of the Option will terminate as of 11:00 p.m. CT (midnight ET) on the date of your Termination of Employment. You may exercise that portion of the Option that was vested but unexercised as of the date of your Termination of Employment for ninety (90) days following the date of your Termination of Employment, subject to Section 2(g) below. At 11:00 p.m. CT (midnight ET) on the date that is 90 days after the date of your Termination of Employment, the Option will expire.

f. Change of Control. Notwithstanding any other provision of this Agreement, the Option shall be subject to the provisions of Section 10.1 of the Plan.

g. Expiration of Term. Notwithstanding the foregoing paragraphs (a)−(f), in no event shall the Option be exercisable after the Expiration Date.

3. **Manner of Exercise**. To exercise your Option, you must deliver notice of exercise (the "Notice") to the administrator (the "Administrator") designated by the Company to provide services relating to the administration of the Plan at the time of your exercise. The Notice must be given in the manner specified by the Administrator and must specify the number of shares of

Common Stock (the "Shares") as to which the Option is being exercised and must be accompanied by payment of the purchase price for the Shares. Payment of the purchase price may be in cash or by check. To the extent permissible under applicable law, payment of the purchase price may also be made by instructing the Company to withhold a number of Shares having a Fair Market Value (based on the Fair Market Value of the Common Stock on the date the applicable Option is exercised) equal to the product of (i) the exercise price multiplied by (ii) the number of Shares in respect of which the Option shall have been exercised.

Exercise shall be deemed to occur on the earlier of (i) the date the Notice and the purchase price for the Shares as to which the Option is being exercised are received by the Administrator and (ii) the date you simultaneously exercise the Option and sell the Shares, using the proceeds from such sale to pay the purchase price.

4. **Withhold Taxes**. You are responsible for payment of any federal, state, local or other taxes which must be withheld upon the exercise of the Option, and you must promptly pay to the Company any such taxes. The Company and its subsidiaries are authorized to deduct from any payment owed to you any taxes required to be withheld with respect to the Shares, including social security and Medicare (FICA) taxes and federal, state and local income tax with respect to income arising from the exercise of the Option. The Company shall have the right to require the payment of any such taxes before issuing any Shares pursuant to an exercise of the Option. In lieu of all or any part of a cash payment, to the extent permissible under applicable law, you may elect to have a portion of the Shares otherwise issuable upon exercise of the Option withheld by the Company to satisfy all or part of the withholding tax requirements relating to the Option exercise with such Shares valued in the same manner as used in computing such withholding taxes. Any fractional Share amount due relating to such tax withholding will be rounded up to the nearest whole Share and the additional amount will be added to your federal withholding.

5. **Forfeitures**. If you have received or been entitled to receive payment in cash, delivery of Common Stock or a combination thereof pursuant to this Agreement within the period beginning six months prior to the date of your Termination of Employment and ending twelve months following the date of your Termination of Employment, the Company, in its sole discretion, may require you to return or forfeit the cash and/or Common Stock received or receivable with respect to this Option (or its economic value as of the date of the exercise of the Option), in the event that you engage in any of the following activities:

   a. performing services for or on behalf of any competitor of, or competing with, the Company or any Affiliate, within six months of the date of your Termination of Employment;

   b. unauthorized disclosure of material proprietary information of the Company or any Affiliate;

   c. a violation of applicable business ethics policies or business policies of the Company or any Affiliate; or

d. any other occurrence determined by the Committee.

The Company's right to require forfeiture must be exercised not later than 90 days after the Company acquires actual knowledge of such an activity, but in no event later than twelve months after your Termination of Employment. Such right shall be deemed to be exercised upon the Company's mailing written notice of such exercise to your most recent home address as shown on the personnel records of the Company. In addition to requiring forfeiture as described herein, the Company may exercise its rights under this Section 5 by preventing or terminating the exercise of any rights under this Option or the acquisition of Shares or cash thereunder.

If you fail or refuse to forfeit the cash and/or Shares demanded by the Company (the number of such shares of Common Stock as may be adjusted for any events described in Section 3.4 of the Plan), you shall be liable to the Company for damages equal to the number of Shares demanded times the highest closing price per share of the Common Stock during the period between the date of your Termination of Employment and the date of any judgment or award to the Company, together with all costs and attorneys' fees incurred by the Company to enforce this provision.

For purposes of this Section 5, forfeiture of Common Stock shall be effected by the redemption of such Common Stock in accordance with the Articles of Association of the Company and to the extent permissible under applicable law.

Notwithstanding the foregoing, this Section 5 shall have no application following a Change of Control, nor shall the Company's Incentive Compensation Forfeiture Policy apply following a Change of Control to this Option or to any proceeds in respect of this Option.

6. **Clawback; Repayment.** The Option shall be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (i) any clawback, forfeiture or other similar policy adopted by the Board or the Committee and as in effect from time to time, and (ii) applicable law. In addition, if you receive any amount in excess of the amount that you should have otherwise received under the terms of the Option for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations or other administrative error), the Committee may provide that you shall be required to repay any such excess amount to the Company and its Subsidiaries.

7. **Conversion to Stock Settled Appreciation Rights**. At any time following the Grant Date, the Company may convert this Option to a stock-settled Stock Appreciation Right. Upon exercise of a stock-settled Stock Appreciation Right, you shall receive shares of Common Stock with a value equal to the excess of (1) the Fair Market Value of the Shares on the date of exercise over (2) the Option Price Per Share multiplied by the number of Shares.

8. **Governing Law, Venue and Personal Jurisdiction**. Notwithstanding anything contrary in the Plan, the validity, enforceability, construction and interpretation of the Plan or Agreement shall be governed by the laws of the State of Minnesota. You irrevocably waive

any right to have the laws of any state or nation or other legal jurisdiction other than the State of Minnesota apply to the Plan or Agreement. Any dispute regarding the Plan or Agreement shall be exclusively decided by a state court in the State of Minnesota, and you irrevocably waive any right to have any such disputes decided in any jurisdiction or venue other than a state court in the State of Minnesota. You irrevocably consent to the personal jurisdiction of the state courts in the State of Minnesota for the purposes of any action arising out of or related to the Plan or Agreement, and irrevocably waive any right to remove any case commenced by Medtronic from a state court in the State of Minnesota to any federal court.

9. **Agreement**. Your receipt of the Option and this Agreement constitutes your agreement to be bound by the terms and conditions of this Agreement and the Plan.

Medtronic Stock Administration Medtronic
plc
c/o Medtronic, Inc.
800 53rd Ave NE #SLK32
Minneapolis, MN 55432

askhr@medtronic.com
888-422-1500

These materials, which may include descriptions of company stock plans, prospectuses and other information and documents, and the information they contain, are provided by your company, not by Fidelity, and are not an offer or solicitation by Fidelity for the purchase of any securities or financial instruments. These materials were prepared by your company, which is solely responsible for their contents and for compliance with legal and regulatory requirements. Fidelity is not connected with any offering or acting as an underwriter in connection with any offering of your company's securities or financial instruments. Fidelity does not review, approve or endorse the contents of these materials and is not responsible for their content.

MEDTRONIC plc

RESTRICTED STOCK UNIT AWARD AGREEMENT 2021 MEDTRONIC PLC LONG TERM INCENTIVE PLAN

Name:

Employee ID:

Client Grant ID: Grant Date:

Grant Price:

Grant Type:

Shares Awarded:

1. **Restricted Stock Units Award**. Medtronic plc, an Irish public limited company (the "Company"), hereby awards to the individual named above Restricted Stock Units, in the number and on the Grant Date as each is set forth above. The Restricted Stock Units represent the right to receive ordinary shares of the Company, par value $0.0001 per share (the "Shares"), subject to the restrictions, limitations, and conditions contained in this Restricted Stock Unit Award Agreement (the "Agreement") and in the 2021 Medtronic plc Long Term Incentive Plan (the "Plan"). Unless otherwise defined in the Agreement, a capitalized term in the Agreement will have the same meaning as in the Plan. In the event of any inconsistency between the terms of the Agreement and the Plan, the terms of the Plan will govern.

2. **Vesting & Distribution**. The Restricted Stock Units will vest 100% on the third anniversary of the Grant Date. The Company will issue to you a number of Shares equal to the number of your vested Restricted Stock Units (including any dividend equivalents described in Section 5, below) within six weeks following the applicable vesting date, provided that you have not incurred a Termination of Employment prior to such vesting date (the "Restricted Period"). Notwithstanding the preceding sentence, if you incur a Termination of Employment during the Restricted Period as a result of your death, Disability or Retirement, you will vest 100% on the third anniversary of the Grant Date, and the Company will issue you a number of Shares equal to the number of your vested Restricted Stock Units (including any dividend equivalents described in Section 5, below) within six weeks following vesting. Any portion of the Restricted Stock Units that does not vest in accordance with the foregoing will automatically be forfeited and canceled by the Company as of 11:00 p.m. CT (midnight ET) on the date of such Termination of Employment. Upon your Termination of Employment during the Restricted Period for any reason other than death, Disability or Retirement, the Restricted Stock Units will automatically be forfeited in full and canceled by the Company as of 11:00 p.m. CT (midnight ET) on the date of such Termination of Employment. For purposes of this Agreement, the term "Disability" shall have the meaning ascribed to it under the Global Disability Policy maintained by the Committee or its delegate and the term "Retirement" shall mean the earlier of: (i) Termination of Employment

from the Company or an Affiliate on or after attaining age 55 with 10 years of service; (ii) Termination of

Employment on or after attaining age 62; (iii) if, on your termination date, you are employed in a country (i.e., receiving pay and benefits from that country) that is designated on the Global Retirement Policy maintained by the Committee or its delegate, the age or combination of age and service specifically for such country on the Global Retirement Policy.

3. **Forfeiture**. If you have received or are entitled to receive delivery of Shares as a result of this Agreement within the period beginning six months prior to the date of your Termination of Employment and ending twelve months following the date of your Termination of Employment, the Company, in its sole discretion, may require you to return or forfeit the cash and/or Shares received or receivable with respect to this Restricted Stock Units award, in the event that you engage in any of the following activities:

   a. performing services for or on behalf of any competitor of, or competing with, the Company or any Affiliate, within six months of the date of your Termination of Employment;

   b. unauthorized disclosure of material proprietary information of the Company or any Affiliate;

   c. a violation of applicable business ethics policies or business policies of the Company or any Affiliate; or

   d. any other occurrence determined by the Committee.

The Company's right to require forfeiture must be exercised not later than 90 days after the Company acquires actual knowledge of such an activity but in no event later than twelve months after your Termination of Employment. Such right shall be deemed to be exercised upon the Company's mailing written notice of such exercise to your most recent home address as shown on the personnel records of the Company. In addition to requiring forfeiture as described herein, the Company may exercise its rights under this Section 3 by terminating the Restricted Stock Units awarded under this Agreement.

If you fail or refuse to forfeit the cash and/or shares of Common Stock demanded by the Company (the number of such shares of Common Stock as may be adjusted for any events described in Section 3.4 of the Plan), you shall be liable to the Company for damages equal to the number of Shares demanded times the highest closing price per share of the Common Stock during the period between the date of your Termination of Employment and the date of any judgment or award to the Company, together with all costs and attorneys' fees incurred by the Company to enforce this provision.

For purposes of this Section 3, forfeiture of Common Stock shall be effected by the redemption of such Common Stock in accordance with the Articles of Association of the Company and to the extent permissible under applicable law.

Notwithstanding the foregoing, this Section 3 shall have no application following a Change of Control, nor shall the Company's Incentive Compensation Forfeiture Policy apply following a Change of

Control to the Restricted Stock Units awarded pursuant to this Agreement or to any proceeds in respect of such award.

4. **Change of Control**. Notwithstanding anything in Section 2 of this Agreement to the contrary, if a Change of Control of the Company occurs during the Restricted Period, then the Restricted Stock Units will become 100% vested upon such Change of Control, and the Company will issue to you a number of Shares equal to the number of Restricted Stock Units (including any dividend equivalents described in Section 5, below) within six weeks following

the Change of Control, provided that no such vesting or issuance shall occur if the Restricted Stock Units are replaced or continued by a Replacement Award that satisfies the requirements of Section 10.1(b) of the Plan. In the event that the Restricted Stock Units are replaced by a Replacement Award and you incur a Termination of Employment during the two years following a Change of Control by the Company without Cause or by you for Good Reason, such Replacement Award shall vest in full and be settled within six weeks following your Termination of Employment.

5. **Dividend Equivalents**. You are entitled to receive dividend equivalents on the Restricted Stock Units generally in the same manner and at the same time as if each Restricted Stock Unit were a Share. These dividend equivalents will be credited to you in the form of additional Restricted Stock Units. The additional Restricted Stock Units will be subject to the terms of this Agreement.

6. **Clawback; Repayment.** The Restricted Stock Units shall be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (i) any clawback, forfeiture or other similar policy adopted by the Board or the Committee and as in effect from time to time, and (ii) applicable law. In addition, if you receive any amount in excess of the amount that you should have otherwise received under the terms of the Restricted Stock Units for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations or other administrative error), the Committee may provide that you shall be required to repay any such excess amount to the Company and its Subsidiaries.

7. **Withhold Taxes**. You are responsible to promptly pay any Social Security and Medicare taxes (together, "FICA") due upon vesting of the Restricted Stock Units, and any Federal, State, and local taxes due upon distribution of the Shares. The Company and its Subsidiaries are authorized to deduct from any payment to you any such taxes required to be withheld. As described in Section 15.4 of the Plan and to the extent permissible under applicable law, you may elect to have the Company withhold a portion of the Shares issued upon settlement of the Restricted Stock Units to satisfy all or part of the withholding tax requirements. You may also elect, at the time you vest in the Restricted Stock Units, to pay your FICA liability due with respect to those Restricted Stock Units out of those units. If you choose to do so, the Company will reduce the number of your vested Restricted Stock Units accordingly. The amount that is applied to pay FICA will be subject to Federal, State, and local taxes.

8. **Limitation of Rights**. Except as set forth in the Agreement, until the Shares are issued to you in settlement of your Restricted Stock Units, you do not have any right in, or with respect to, any Shares (including any voting rights) by reason of this Agreement. Further, you may not transfer or assign your rights under the Agreement and you do not have any rights in the Company's assets that are superior to a general, unsecured creditor of the Company by reason of this Agreement.

9. **No Employment Contract**. Nothing contained in the Plan or Agreement creates any right to your continued employment or otherwise affects your status as an employee at will. You hereby acknowledge that the Company and you each have the right to terminate your employment at any time for any reason or for no reason at all.

10. **Amendment to Agreement Under Section 409A of the Code**. You acknowledge that the Agreement and the Plan are intended to be exempt from Section 409A of the Code, and that changes may need to be made to the Agreement to avoid adverse tax consequences under Section 409A of the Code. You agree that following the issuance of such rules, the Company may amend this Agreement as it deems necessary or desirable to avoid such adverse tax consequences; provided, however, that the Company shall accomplish such amendments in a

---

manner that preserves your intended benefits under the Agreement to the greatest extent possible.

11. **Governing Law, Venue and Personal Jurisdiction**. Notwithstanding anything contrary in the Plan, the validity, enforceability, construction and interpretation of the Plan or Agreement shall be governed by the laws of the State of Minnesota. You irrevocably waive any right to have the laws of any state or nation or other legal jurisdiction other than the State of Minnesota apply to the Plan or Agreement. Any dispute regarding the Plan or Agreement shall be exclusively decided by a state court in the State of Minnesota, and you irrevocably waive any right to have any such disputes decided in any jurisdiction or venue other than a state court in the State of Minnesota. You irrevocably consent to the personal jurisdiction of the state courts in the State of Minnesota for the purposes of any action arising out of or related to the Plan or Agreement, and irrevocably waive any right to remove any case commenced by Medtronic from a state court in the State of Minnesota to any federal court.

12. **Agreement**. You agree to be bound by the terms and conditions of this Agreement and the Plan. Your signature is not required in order to make this Agreement effective. You are deemed to consent to the application of all of the terms and conditions set forth in this Agreement and the Plan unless you contact HROC-Stock Administration at the address set forth below in writing within thirty (30) days of receiving the grant package. Receipt by the Company of your non-consent will nullify this award unless otherwise agreed to in writing by you and the Company.

Medtronic Stock Administration Medtronic plc
c/o Medtronic, Inc.
800 53rd Ave NE #SLK32
Minneapolis, MN 55432

askhr@medtronic.com 888-422-1500

MEDTRONIC plc

RESTRICTED STOCK UNIT AWARD AGREEMENT 2021
MEDTRONIC PLC LONG TERM INCENTIVE PLAN

Name:

Employee ID:

Client Grant ID:

Grant Date:

Grant Price:

Grant Type:

Shares Awarded:

1. **Restricted Stock Units Award**. Medtronic plc, an Irish public limited company (the "Company"), hereby awards to the individual named above Restricted Stock Units, in the number and on the Grant Date as each is set forth above. The Restricted Stock Units represent the right to receive ordinary shares of the Company, par value $0.0001 per share (the "Shares"), subject to the restrictions, limitations, and conditions contained in this Restricted Stock Unit Award Agreement (the "Agreement") and in the 2021 Medtronic plc Long Term Incentive Plan (the "Plan"). Unless otherwise defined in the Agreement, a capitalized term in the Agreement will have the same meaning as in the Plan. In the event of any inconsistency between the terms of the Agreement and the Plan, the terms of the Plan will govern.

2. **Vesting & Distribution**. The Restricted Stock Units will vest ratably on the first, second, third and fourth anniversaries of the Grant Date. The Company will issue to you a number of Shares equal to the number of your vested Restricted Stock Units (including any dividend equivalents described in Section 5, below) within six weeks following each applicable vesting date, provided that you have not incurred a Termination of Employment prior to such vesting date (the "Restricted Period"). Notwithstanding the preceding sentence, if you incur a Termination of Employment during the Restricted Period as a result of your death, Disability or Retirement, you will vest in the next tranche of your Restricted Stock Units on a pro rata basis (based on the length of time you were employed during the applicable portion of the Restricted Period), and the Company will issue you a number of Shares equal to the number of your vested Restricted Stock Units (including any dividend equivalents described in Section 5, below) within six weeks following your separation from service. Any portion of the Restricted Stock Units that does not vest in accordance with the foregoing will automatically be forfeited and canceled by the Company as of 11:00 p.m. CT (midnight ET) on the date of such Termination of Employment. Upon your Termination of Employment during the Restricted Period for any reason other than death, Disability or

Retirement, the Restricted Stock Units will automatically be forfeited in full and canceled by the Company as of 11:00 p.m. CT (midnight ET) on the date of such Termination of Employment. For purposes of this Agreement, the term “Disability” shall have the meaning ascribed to it under the Global Disability Policy maintained by the Committee or its delegate and the term “Retirement” shall mean the earlier of: (i) Termination of Employment from the Company or an Affiliate on or after attaining age 55 with 10 years of service; (ii) Termination of Employment on or after attaining age 62; or (iii) if, on your termination date, you are employed in a country (i.e., receiving pay and benefits from that country) that is designated on the Global Retirement Policy maintained by the Committee or its delegate, the age or combination of age and service specifically for such country on the Global Retirement Policy.

3. **Forfeiture**. If you have received or are entitled to receive delivery of Shares as a result of this Agreement within the period beginning six months prior to the date of your Termination of Employment and ending twelve months following the date of your Termination of Employment, the Company, in its sole discretion, may require you to return or forfeit the cash and/or Shares received or receivable with respect to this Restricted Stock Units award, in the event that you engage in any of the following activities:

   a. performing services for or on behalf of any competitor of, or competing with, the Company or any Affiliate, within six months of the date of your Termination of Employment;

   b. unauthorized disclosure of material proprietary information of the Company or any Affiliate;

   c. a violation of applicable business ethics policies or business policies of the Company or any Affiliate; or

   d. any other occurrence determined by the Committee.

The Company's right to require forfeiture must be exercised not later than 90 days after the Company acquires actual knowledge of such an activity but in no event later than twelve months after your Termination of Employment. Such right shall be deemed to be exercised upon the Company's mailing written notice of such exercise to your most recent home address as shown on the personnel records of the Company. In addition to requiring forfeiture as described herein, the Company may exercise its rights under this Section 3 by terminating the Restricted Stock Units awarded under this Agreement.

If you fail or refuse to forfeit the cash and/or shares of Common Stock demanded by the Company (the number of such shares of Common Stock as may be adjusted for any events described in Section 3.4 of the Plan), you shall be liable to the Company for damages equal to the number of Shares demanded times the highest closing price per share of the Common Stock during the period between the date of your Termination of Employment and the date of any judgment or award to the Company, together with all costs and attorneys' fees incurred by the Company to enforce this provision.

For purposes of this Section 3, forfeiture of Common Stock shall be effected by the redemption of such Common Stock in accordance with the Articles of Association of the Company and to the extent permissible under applicable law.

Notwithstanding the foregoing, this Section 3 shall have no application following a Change of Control, nor shall the Company's Incentive Compensation Forfeiture Policy apply following a Change of Control to the Restricted Stock Units awarded pursuant to this Agreement or to any proceeds in respect of such award.

4. **Change of Control**. Notwithstanding anything in Section 2 of this Agreement to the contrary, if a Change of Control of the Company occurs during the Restricted Period, then the Restricted Stock Units will become 100% vested upon such Change of Control, and the Company will issue to you a number of Shares equal to the number of Restricted Stock Units (including any

dividend equivalents described in Section 5, below) within six weeks following the Change of Control, provided that no such vesting or issuance shall occur if the Restricted Stock Units are replaced or continued by a Replacement Award that satisfies the requirements of Section 10.1(b) of the Plan. In the event that the Restricted Stock Units are replaced by a Replacement Award and you incur a Termination of Employment during the two years following a Change of Control by the Company without Cause or by you for Good Reason, such Replacement Award shall vest in full and be settled within six weeks following your Termination of Employment.

5. **Dividend Equivalents**. You are entitled to receive dividend equivalents on the Restricted Stock Units generally in the same manner and at the same time as if each Restricted Stock Unit were a Share. These dividend equivalents will be credited to you in the form of additional Restricted Stock Units. The additional Restricted Stock Units will be subject to the terms of this Agreement.

6. **Clawback; Repayment.** The Restricted Stock Units shall be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (i) any clawback, forfeiture or other similar policy adopted by the Board or the Committee and as in effect from time to time, and (ii) applicable law. In addition, if you receive any amount in excess of the amount that you should have otherwise received under the terms of the Restricted Stock Units for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations or other administrative error), the Committee may provide that you shall be required to repay any such excess amount to the Company and its Subsidiaries.

7. **Withhold Taxes**. You are responsible to promptly pay any Social Security and Medicare taxes (together, "FICA") due upon vesting of the Restricted Stock Units, and any Federal, State, and local taxes due upon distribution of the Shares. The Company and its Subsidiaries are authorized to deduct from any payment to you any such taxes required to be withheld. As described in Section 15.4 of the Plan and to the extent permissible under applicable law, you may elect to have the Company withhold a portion of the Shares issued upon settlement of the Restricted Stock Units to satisfy all or part of the withholding tax requirements. You may also elect, at the time you vest in the Restricted Stock Units, to pay your FICA liability due with respect to those Restricted Stock Units out of those units. If you choose to do so, the Company will reduce the number of your vested Restricted Stock Units accordingly. The amount that is applied to pay FICA will be subject to Federal, State, and local taxes.

8. **Limitation of Rights**. Except as set forth in the Agreement, until the Shares are issued to you in settlement of your Restricted Stock Units, you do not have any right in, or with respect to, any Shares (including any voting rights) by reason of this Agreement. Further, you may not transfer or assign your rights under the Agreement and you do not have any rights in the Company's assets that are superior to a general, unsecured creditor of the Company by reason of this Agreement.

9. **No Employment Contract**. Nothing contained in the Plan or Agreement creates any right to your continued employment or otherwise affects your status as an employee at will. You hereby acknowledge that the Company and you each have the right to terminate your employment at any time for any reason or for no reason at all.

10. **Amendment to Agreement Under Section 409A of the Code**. You acknowledge that the Agreement and the Plan are intended to be exempt from Section 409A of the Code, and that changes may need to be made to the Agreement to avoid adverse tax consequences under Section 409A of the Code. You agree that following the issuance of such rules, the Company may amend this Agreement as it deems necessary or desirable to avoid such adverse tax

---

consequences; provided, however, that the Company shall accomplish such amendments in a manner that preserves your intended benefits under the Agreement to the greatest extent possible.

11. **Governing Law, Venue and Personal Jurisdiction**. Notwithstanding anything contrary in the Plan, the validity, enforceability, construction and interpretation of the Plan or Agreement shall be governed by the laws of the State of Minnesota. You irrevocably waive any right to have the laws of any state or nation or other legal jurisdiction other than the State of Minnesota apply to the Plan or Agreement. Any dispute regarding the Plan or Agreement shall be exclusively decided by a state court in the State of Minnesota, and you irrevocably waive any right to have any such disputes decided in any jurisdiction or venue other than a state court in the State of Minnesota. You irrevocably consent to the personal jurisdiction of the state courts in the State of Minnesota for the purposes of any action arising out of or related to the Plan or Agreement, and irrevocably waive any right to remove any case commenced by Medtronic from a state court in the State of Minnesota to any federal court.

12. **Agreement**. You agree to be bound by the terms and conditions of this Agreement and the Plan. Your signature is not required in order to make this Agreement effective. You are deemed to consent to the application of all of the terms and conditions set forth in this Agreement and the Plan unless you contact HROC-Stock Administration at the address set forth below in writing within thirty (30) days of receiving the grant package. Receipt by the Company of your non-consent will nullify this award unless otherwise agreed to in writing by you and the Company.

Medtronic Stock Administration Medtronic
plc
c/o Medtronic, Inc.
800 53rd Ave NE #SLK32
Minneapolis, MN 55432

askhr@medtronic.com
888-422-1500

Exhibit 31.1

Certification of Chief Executive Officer
Pursuant to Section 302 of the
Sarbanes-Oxley Act of 2002

I, Geoffrey S. Martha, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Medtronic plc;
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.

March 3, 2022

/s/ Geoffrey S. Martha

Geoffrey S. Martha

Chief Executive Officer

Exhibit 31.2

Certification of Chief Financial Officer
Pursuant to Section 302 of the
Sarbanes-Oxley Act of 2002

I, Karen L. Parkhill, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Medtronic plc;
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.

March 3, 2022

/s/ Karen L. Parkhill

Karen L. Parkhill

Executive Vice President and

Chief Financial Officer

Exhibit 32.1

Certification of Chief Executive Officer
Pursuant to Section 906 of the
Sarbanes-Oxley Act of 2002

In connection with this quarterly report on Form 10-Q of Medtronic plc for the quarter ended January 28, 2022, the undersigned hereby certifies, in his capacity as Chief Executive Officer of Medtronic plc, for purposes of 18 U.S.C. Section 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, as amended; and

(2) The information contained in this report fairly presents, in all material respects, the financial condition and results of operations of Medtronic plc.

March 3, 2022

/s/ Geoffrey S. Martha

Geoffrey S. Martha

Chief Executive Officer

Exhibit 32.2

Certification of Chief Financial Officer
Pursuant to Section 906 of the
Sarbanes-Oxley Act of 2002

In connection with this quarterly report on Form 10-Q of Medtronic plc for the quarter ended January 28, 2022, the undersigned hereby certifies, in her capacity as Chief Financial Officer of Medtronic plc, for purposes of 18 U.S.C. Section 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, as amended; and

(2) The information contained in this report fairly presents, in all material respects, the financial condition and results of operations of Medtronic plc.

March 3, 2022

/s/ Karen L. Parkhill

Karen L. Parkhill

Executive Vice President and
Chief Financial Officer

Cover - shares	9 Months Ended Jan. 28, 2022	Mar. 01, 2022
Entity Information [Line Items]		
Document Type	10-Q	
Document Quarterly Report	true	
Document Period End Date	Jan. 28, 2022	
Document Transition Report	false	
Entity File Number	001-36820	
Entity Registrant Name	Medtronic plc	
Entity Incorporation, State or Country Code	L2	
Entity Tax Identification Number	98-1183488	
Entity Address, Address Line One	20 On Hatch, Lower Hatch Street	
Entity Address, City or Town	Dublin 2	
Entity Address, Country	IE	
Country Region	353	
City Area Code	1	
Local Phone Number	438-1700	
Entity Current Reporting Status	Yes	
Entity Interactive Data Current	Yes	
Entity Filer Category	Large Accelerated Filer	
Entity Emerging Growth Company	false	
Entity Small Business	false	
Entity Shell Company	false	
Ordinary Shares Outstanding		1,341,539,178
Entity Central Index Key	0001613103	
Current Fiscal Year End Date	--04-29	
Amendment Flag	false	
Document Fiscal Period Focus	Q3	
Document Fiscal Year Focus	2022	
Entity Address, Postal Zip Code	D02 XH02	
Ordinary shares, par value $0.0001 per share		
Entity Information [Line Items]		
Title of 12(b) Security	Ordinary shares, par value $0.0001 per share	
Trading Symbol	MDT	
Security Exchange Name	NYSE	
0.00% Senior Notes due 2022		
Entity Information [Line Items]		
Title of 12(b) Security	0.00% Senior Notes due 2022	
Trading Symbol	MDT/22B	
Security Exchange Name	NYSE	
0.375% Senior Notes due 2023		
Entity Information [Line Items]		
Title of 12(b) Security	0.375% Senior Notes due 2023	

Trading Symbol	MDT/23B
Security Exchange Name	NYSE
0.000% Senior Notes due 2023	
Entity Information [Line Items]	
Title of 12(b) Security	0.000% Senior Notes due 2023
Trading Symbol	MDT/23C
Security Exchange Name	NYSE
0.25% Senior Notes due 2025	
Entity Information [Line Items]	
Title of 12(b) Security	0.25% Senior Notes due 2025
Trading Symbol	MDT/25
Security Exchange Name	NYSE
0.000% Senior Notes due 2025	
Entity Information [Line Items]	
Title of 12(b) Security	0.000% Senior Notes due 2025
Trading Symbol	MDT/25A
Security Exchange Name	NYSE
1.125% Senior Notes due 2027	
Entity Information [Line Items]	
Title of 12(b) Security	1.125% Senior Notes due 2027
Trading Symbol	MDT/27
Security Exchange Name	NYSE
0.375% Senior Notes due 2028	
Entity Information [Line Items]	
Title of 12(b) Security	0.375% Senior Notes due 2028
Trading Symbol	MDT/28
Security Exchange Name	NYSE
1.625% Senior Notes due 2031	
Entity Information [Line Items]	
Title of 12(b) Security	1.625% Senior Notes due 2031
Trading Symbol	MDT/31
Security Exchange Name	NYSE
1.00% Senior Notes due 2031	
Entity Information [Line Items]	
Title of 12(b) Security	1.00% Senior Notes due 2031
Trading Symbol	MDT/31A
Security Exchange Name	NYSE
0.750% Senior Notes due 2032	
Entity Information [Line Items]	
Title of 12(b) Security	0.750% Senior Notes due 2032
Trading Symbol	MDT/32
Security Exchange Name	NYSE
2.250% Senior Notes due 2039	
Entity Information [Line Items]	

Title of 12(b) Security	2.250% Senior Notes due 2039
Trading Symbol	MDT/39A
Security Exchange Name	NYSE
1.50% Senior Notes due 2039	
Entity Information [Line Items]	
Title of 12(b) Security	1.50% Senior Notes due 2039
Trading Symbol	MDT/39B
Security Exchange Name	NYSE
1.375% Senior Notes due 2040	
Entity Information [Line Items]	
Title of 12(b) Security	1.375% Senior Notes due 2040
Trading Symbol	MDT/40A
Security Exchange Name	NYSE
1.75% Senior Notes due 2049	
Entity Information [Line Items]	
Title of 12(b) Security	1.75% Senior Notes due 2049
Trading Symbol	MDT/49
Security Exchange Name	NYSE
1.625% Senior Notes due 2050	
Entity Information [Line Items]	
Title of 12(b) Security	1.625% Senior Notes due 2050
Trading Symbol	MDT/50
Security Exchange Name	NYSE

Consolidated Statements of Income (Unaudited) - USD ($) shares in Millions, $ in Millions	3 Months Ended		9 Months Ended	
	Jan. 28, 2022	Jan. 29, 2021	Jan. 28, 2022	Jan. 29, 2021
Income Statement [Abstract]				
Net sales	$ 7,763	$ 7,775	$ 23,597	$ 21,929
Costs and expenses:				
Cost of products sold	2,459	2,621	7,554	7,830
Research and development expense	668	601	2,094	1,861
Selling, general, and administrative expense	2,561	2,537	7,723	7,553
Amortization of intangible assets	432	453	1,298	1,337
Restructuring charges, net	12	83	32	235
Certain litigation charges, net	35	122	95	118
Other operating (income) expense, net	(63)	82	719	116
Operating profit	1,659	1,277	4,081	2,879
Other non-operating income, net	(67)	(86)	(244)	(233)
Interest expense	137	143	410	783
Income before income taxes	1,589	1,220	3,915	2,329
Income tax provision (benefit)	106	(59)	346	65
Net income	1,483	1,279	3,570	2,264
Net income attributable to noncontrolling interests	(4)	(9)	(16)	(18)
Net income attributable to Medtronic	$ 1,480	$ 1,270	$ 3,554	$ 2,246
Basic earnings per share (usd per share)	$ 1.10	$ 0.94	$ 2.64	$ 1.67
Diluted earnings per share (usd per share)	$ 1.10	$ 0.94	$ 2.63	$ 1.66
Basic weighted average shares outstanding (shares)	1,343.7	1,346.4	1,344.4	1,344.2
Diluted weighted average shares outstanding (shares)	1,350.3	1,356.0	1,353.9	1,352.7

Consolidated Statements of Comprehensive Income (Unaudited) - USD ($) $ in Millions	3 Months Ended		9 Months Ended	
	Jan. 28, 2022	Jan. 29, 2021	Jan. 28, 2022	Jan. 29, 2021
Statement of Comprehensive Income [Abstract]				
Net income	$ 1,483	$ 1,279	$ 3,570	$ 2,264
Other comprehensive income (loss), net of tax:				
Unrealized gain (loss) on investment securities	(70)	24	(114)	137
Translation adjustment	(362)	690	(963)	1,951
Net investment hedge	475	(587)	1,254	(1,863)
Net change in retirement obligations	19	9	56	28
Unrealized gain (loss) on cash flow hedges	100	(213)	369	(607)
Other comprehensive income (loss)	162	(78)	602	(354)
Comprehensive income including noncontrolling interests	1,645	1,201	4,172	1,910
Comprehensive income attributable to noncontrolling interests	(4)	(11)	(13)	(27)
Comprehensive income attributable to Medtronic	$ 1,641	$ 1,190	$ 4,159	$ 1,883

Consolidated Balance Sheets (Unaudited) - USD ($) $ in Millions	Jan. 28, 2022	Apr. 30, 2021
Current assets:		
Cash and cash equivalents	$ 3,479	$ 3,593
Investments	7,742	7,224
Accounts receivable, less allowances and credit losses of $253 and $241, respectively	5,446	5,462
Inventories, net	4,514	4,313
Other current assets	2,122	1,955
Total current assets	23,303	22,548
Property, plant, and equipment	13,074	12,700
Accumulated depreciation	(7,823)	(7,479)
Property, plant, and equipment, net	5,251	5,221
Goodwill	41,346	41,961
Other intangible assets, net	16,078	17,740
Tax assets	3,309	3,169
Other assets	2,517	2,443
Total assets	91,804	93,083
Current liabilities:		
Current debt obligations	865	11
Accounts payable	1,985	2,106
Accrued compensation	2,152	2,482
Accrued income taxes	383	435
Other accrued expenses	3,542	3,475
Total current liabilities	8,927	8,509
Long-term debt	24,290	26,378
Accrued compensation and retirement benefits	1,369	1,557
Accrued income taxes	2,115	2,251
Deferred tax liabilities	968	1,028
Other liabilities	1,423	1,756
Total liabilities	39,091	41,481
Commitments and contingencies (Note 16)		
Shareholders’ equity:		
Ordinary shares— par value $0.0001, 2.6 billion shares authorized, 1,342,565,589 and 1,345,400,671 shares issued and outstanding, respectively	0	0
Additional paid-in capital	25,814	26,319
Retained earnings	29,607	28,594
Accumulated other comprehensive loss	(2,879)	(3,485)
Total shareholders’ equity	52,542	51,428
Noncontrolling interests	171	174
Total equity	52,713	51,602
Total liabilities and equity	$ 91,804	$ 93,083

Consolidated Balance Sheets (Unaudited) (Parenthetical) - USD ($) $ in Millions	Jan. 28, 2022	Apr. 30, 2021
Statement of Financial Position [Abstract]		
Allowances for accounts receivable	$ 253	$ 241
Ordinary shares, par value (usd per share)	$ 0.0001	$ 0.0001
Ordinary shares authorized (shares)	2,600,000,000	2,600,000,000
Ordinary shares issued (shares)	1,342,565,589	1,345,400,671
Ordinary shares outstanding (shares)	1,342,565,589	1,345,400,671

Consolidated Statements of Equity (Unaudited) - USD ($) $ in Millions	Total	Cumulative effect of change in accounting principle [1]	Total Shareholders' Equity	Total Shareholders' Equity Cumulative effect of change in accounting principle [1]	Ordinary Shares	Additional Paid-in Capital	Retained Earnings	Retained Earnings Cumulative effect of change in accounting principle [1]	Accumulated Other Comprehensive Loss	Noncontrolling Interests
Beginning balance (shares) at Apr. 24, 2020					1,341,000,000					
Beginning balance at Apr. 24, 2020	$ 50,872	$ (24)	$ 50,737	$ (24)	$ 0	$ 26,165	$ 28,132	$ (24)	$ (3,560)	$ 135
Increase (Decrease) in Stockholders' Equity [Roll Forward]										
Net income	491		487				487			4
Other comprehensive (loss) income	(217)		(222)						(222)	5
Dividends to shareholders	(778)		(778)				(778)			
Issuance of shares under stock purchase and award plans (shares)					2,000,000					
Issuance of shares under stock purchase and award plans	26		26			26				
Stock-based compensation	70		70			70				
Changes to noncontrolling ownership interests	3									3
Ending balance (shares) at Jul. 31, 2020					1,343,000,000					
Ending balance at Jul. 31, 2020	$ 50,443		50,296		$ 0	26,261	27,817		(3,782)	147
Increase (Decrease) in Stockholders' Equity [Roll Forward]										
Common Stock, Dividends, Per Share, Declared	$ 0.58									
Beginning balance (shares) at Apr. 24, 2020					1,341,000,000					
Beginning balance at Apr. 24, 2020	$ 50,872	$ (24)	50,737	$ (24)	$ 0	26,165	28,132	$ (24)	(3,560)	135
Increase (Decrease) in Stockholders' Equity [Roll Forward]										
Net income	2,264									
Other comprehensive (loss) income	(354)								(362)	
Ending balance (shares) at Jan. 29, 2021					1,347,000,000					
Ending balance at Jan. 29, 2021	50,928		50,758		$ 0	26,665	28,015		(3,922)	170
Beginning balance (shares) at Jul. 31, 2020					1,343,000,000					
Beginning balance at Jul. 31, 2020	50,443		50,296		$ 0	26,261	27,817		(3,782)	147
Increase (Decrease) in Stockholders' Equity [Roll Forward]										
Net income	494		489				489			5
Other comprehensive (loss) income	(60)		(61)						(61)	1
Dividends to shareholders	(780)		(780)				(780)			
Issuance of shares under stock purchase and award plans (shares)					2,000,000					
Issuance of shares under stock purchase and award plans	93		93			93				
Stock-based compensation	140		140			140				
Changes to noncontrolling ownership interests	(14)		(13)			(13)				(1)
Ending balance (shares) at Oct. 30, 2020					1,345,000,000					
Ending balance at Oct. 30, 2020	$ 50,316		50,164		$ 0	26,481	27,526		(3,843)	152

Increase (Decrease) in Stockholders' Equity [Roll Forward]							
Common Stock, Dividends, Per Share, Declared	$ 0.58						
Net income	$ 1,279	1,270			1,270		9
Other comprehensive (loss) income	(78)	(80)				(80)	2
Dividends to shareholders	(781)	(781)			(781)		
Issuance of shares under stock purchase and award plans (shares)			2,000,000				
Issuance of shares under stock purchase and award plans	118	118		118			
Stock-based compensation	65	65		65			
Changes to noncontrolling ownership interests	6						6
Ending balance (shares) at Jan. 29, 2021			1,347,000,000				
Ending balance at Jan. 29, 2021	$ 50,928	50,758	$ 0	26,665	28,015	(3,922)	170
Increase (Decrease) in Stockholders' Equity [Roll Forward]							
Common Stock, Dividends, Per Share, Declared	$ 0.58						
Beginning balance (shares) at Apr. 30, 2021	1,345,400,671		1,345,000,000				
Beginning balance at Apr. 30, 2021	$ 51,602	51,428	$ 0	26,319	28,594	(3,485)	174
Increase (Decrease) in Stockholders' Equity [Roll Forward]							
Net income	769	763			763		6
Other comprehensive (loss) income	274	276				276	(2)
Dividends to shareholders	(846)	(846)			(846)		
Issuance of shares under stock purchase and award plans (shares)			2,000,000				
Issuance of shares under stock purchase and award plans	107	107		107			
Repurchase of ordinary shares (shares)			(2,000,000)				
Repurchase of ordinary shares	(311)	(311)		(311)			
Stock-based compensation	69	69		69			
Ending balance (shares) at Jul. 30, 2021			1,345,000,000				
Ending balance at Jul. 30, 2021	$ 51,664	51,486	$ 0	26,184	28,511	(3,209)	178
Increase (Decrease) in Stockholders' Equity [Roll Forward]							
Common Stock, Dividends, Per Share, Declared	$ 0.63						
Beginning balance (shares) at Apr. 30, 2021	1,345,400,671		1,345,000,000				
Beginning balance at Apr. 30, 2021	$ 51,602	51,428	$ 0	26,319	28,594	(3,485)	174
Increase (Decrease) in Stockholders' Equity [Roll Forward]							
Net income	3,570						
Other comprehensive (loss) income	$ 602					605	
Ending balance (shares) at Jan. 28, 2022	1,342,565,589		1,343,000,000				
Ending balance at Jan. 28, 2022	$ 52,713	52,542	$ 0	25,814	29,607	(2,879)	171
Beginning balance (shares) at Jul. 30, 2021			1,345,000,000				
Beginning balance at Jul. 30, 2021	51,664	51,486	$ 0	26,184	28,511	(3,209)	178

Increase (Decrease) in Stockholders' Equity [Roll Forward]							
Net income	1,317	1,311			1,311		6
Other comprehensive (loss) income	166	167				167	(1)
Dividends to shareholders	(847)	(847)			(847)		
Issuance of shares under stock purchase and award plans (shares)			3,000,000				
Issuance of shares under stock purchase and award plans	92	92		92			
Repurchase of ordinary shares (shares)			(3,000,000)				
Repurchase of ordinary shares	(358)	(358)		(358)			
Stock-based compensation	140	140		140			
Changes to noncontrolling ownership interests	(15)	1		1			(16)
Ending balance (shares) at Oct. 29, 2021			1,345,000,000				
Ending balance at Oct. 29, 2021	$ 52,159	51,991	$ 0	26,059	28,974	(3,042)	168
Increase (Decrease) in Stockholders' Equity [Roll Forward]							
Common Stock, Dividends, Per Share, Declared	$ 0.63						
Net income	$ 1,483	1,480			1,480		4
Other comprehensive (loss) income	162	162				162	
Dividends to shareholders	(847)	(847)			(847)		
Issuance of shares under stock purchase and award plans (shares)			1,000,000				
Issuance of shares under stock purchase and award plans	49	49		49			
Repurchase of ordinary shares (shares)			(3,000,000)				
Repurchase of ordinary shares	(372)	(372)		(372)			
Stock-based compensation	$ 78	78		78			
Ending balance (shares) at Jan. 28, 2022	1,342,565,589		1,343,000,000				
Ending balance at Jan. 28, 2022	$ 52,713	$ 52,542	$ 0	$ 25,814	$ 29,607	$ (2,879)	$ 171
Increase (Decrease) in Stockholders' Equity [Roll Forward]							
Common Stock, Dividends, Per Share, Declared	$ 0.63						

[1] The cumulative effect of the change in accounting principle during the first quarter of fiscal year 2021 resulted from the adoption of accounting guidance that changed the methodology to be used when measuring credit losses for certain financial instruments and financial assets, including trade receivables. As a result of the adoption, the Company adjusted the opening balance of retained earnings for $24 million as of April 25, 2020.

Consolidated Statements of Equity (Unaudited) (Parenthetical) - $ / shares	3 Months Ended					
	Jan. 28, 2022	Oct. 29, 2021	Jul. 30, 2021	Jan. 29, 2021	Oct. 30, 2020	Jul. 31, 2020
Statement of Stockholders' Equity [Abstract]						
Dividends to shareholders (usd per share)	$ 0.63	$ 0.63	$ 0.63	$ 0.58	$ 0.58	$ 0.58

Consolidated Statements of Cash Flows (Unaudited) - USD ($) $ in Millions	9 Months Ended	
	Jan. 28, 2022	Jan. 29, 2021
Operating Activities:		
Net income	$ 3,570	$ 2,264
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	2,019	2,018
Provision for doubtful accounts	49	103
Deferred income taxes	(234)	(208)
Stock-based compensation	287	275
Loss on debt extinguishment	0	308
MCS asset impairment and inventory write-down	515	0
Other, net	92	161
Change in operating assets and liabilities, net of acquisitions and divestitures:		
Accounts receivable, net	(212)	(450)
Inventories	(359)	(75)
Accounts payable and accrued liabilities	6	529
Other operating assets and liabilities	(444)	(430)
Net cash provided by operating activities	5,289	4,495
Investing Activities:		
Acquisitions, net of cash acquired	(91)	(976)
Additions to property, plant, and equipment	(979)	(978)
Purchases of investments	(7,919)	(9,448)
Sales and maturities of investments	7,130	6,753
Other investing activities, net	(71)	(136)
Net cash used in investing activities	(1,930)	(4,785)
Financing Activities:		
Change in current debt obligations, net	0	(311)
Proceeds from short-term borrowings (maturities greater than 90 days)	0	2,789
Issuance of long-term debt	0	7,172
Payments on long-term debt	(1)	(6,451)
Dividends to shareholders	(2,540)	(2,339)
Issuance of ordinary shares	344	314
Repurchase of ordinary shares	(1,138)	(77)
Other financing activities	(52)	(104)
Net cash provided by (used in) financing activities	(3,387)	993
Effect of exchange rate changes on cash and cash equivalents	(87)	234
Net change in cash and cash equivalents	(114)	937
Cash and cash equivalents at beginning of period	3,593	4,140
Cash and cash equivalents at end of period	3,479	5,077
Cash paid for:		
Income taxes	842	813

Interest	$ 295	$ 334

Basis of Presentation	9 Months Ended Jan. 28, 2022
Organization, Consolidation and Presentation of Financial Statements [Abstract]	
Basis of Presentation	Basis of Presentation

Basis of Presentation

The accompanying unaudited consolidated financial statements of Medtronic plc and its subsidiaries (Medtronic plc, Medtronic, or the Company) have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S.) (U.S. GAAP) for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. In the opinion of management, the consolidated financial statements include all the adjustments necessary for a fair statement in conformity with U.S. GAAP. Certain reclassifications have been made to prior year financial statements to conform to classifications used in the current year.

Operating results for interim periods are not necessarily indicative of results that may be expected for the fiscal year as a whole. The preparation of the financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, expenses, and the related disclosures at the date of the financial statements and during the reporting period. Actual results could materially differ from these estimates.

The COVID-19 pandemic ("COVID-19" or the "pandemic") has had, and may continue to have, an adverse effect on our business, results of operations, financial condition, and cash flows, and its future impacts remain highly uncertain and unpredictable. While there was not a material impact to the Company’s consolidated financial statements as of and for the three and nine months ended January 28, 2022, changes in the Company’s assessment about the length and severity of the pandemic, as well as other factors, could result in actual results differing from estimates.

The accompanying unaudited consolidated financial statements include the accounts of Medtronic plc, its wholly-owned subsidiaries, entities for which the Company has a controlling financial interest, and variable interest entities for which the Company is the primary beneficiary. Intercompany transactions and balances have been eliminated in consolidation. Amounts reported in millions within this quarterly report are computed based on the amounts in thousands, and therefore, the sum of the components may not equal the total amount reported in millions due to rounding. Additionally, certain columns and rows within tables may not sum due to rounding.

The accompanying unaudited consolidated financial statements and related notes should be read in conjunction with the audited consolidated financial statements of the Company and related notes included in the Company’s Annual Report on Form 10-K for the fiscal year ended April 30, 2021. The Company’s fiscal years 2022, 2021, and 2020 will end or ended on April 29, 2022, April 30, 2021, and April 24, 2020, respectively. Fiscal year 2021 was a 53-week year, with the extra week having occurred in the first fiscal month of the first quarter.

New Accounting Pronouncements	9 Months Ended Jan. 28, 2022
Accounting Standards Update and Change in Accounting Principle [Abstract]	
New Accounting Pronouncements	New Accounting Pronouncements **Recently Adopted** For the three and nine months ended January 28, 2022, there were no newly adopted accounting pronouncements that had a material impact to our consolidated financial statements. As of January 28, 2022, there are no recently issued but not yet adopted accounting pronouncements that are expected to materially impact our consolidated financial statements.

Revenue	9 Months Ended Jan. 28, 2022

Revenue from Contract with Customer [Abstract]

Revenue

Revenue

The Company's revenues are principally derived from device-based medical therapies and services related to cardiac rhythm disorders, cardiovas neurological disorders and diseases, spinal conditions and musculoskeletal trauma, chronic pain, urological and digestive disorders, ear, nose, diabetes conditions as well as advanced and general surgical care products, respiratory and monitoring solutions, and neurological surgery tec primary customers include healthcare systems, clinics, third-party healthcare providers, distributors, and other institutions, including government group purchasing organizations.

During the fourth quarter of fiscal year 2021, the Company realigned its divisions within Cardiovascular. As a result, fiscal year 2021 revenue h these realignments. Additionally, the Company implemented a new operating model in fiscal year 2021, which was fully operational beginning in

The table below illustrates net sales by segment and division for the three and nine months ended January 28, 2022

	Three months ended		N
(in millions)	January 28, 2022	January 29, 2021	January 28, 2
Cardiac Rhythm & Heart Failure	$ 1,402	$ 1,371	$ 4
Structural Heart & Aortic	740	730	2
Coronary & Peripheral Vascular	603	605	1
Cardiovascular	2,745	2,707	8
Surgical Innovations	1,519	1,423	4
Respiratory, Gastrointestinal, & Renal	771	890	2
Medical Surgical	2,290	2,313	6
Cranial & Spinal Technologies	1,102	1,081	3
Specialty Therapies	633	618	1
Neuromodulation	409	426	1
Neuroscience	2,144	2,126	6
Diabetes	584	630	1
Total	$ 7,763	$ 7,775	$ 23

The table below illustrates net sales by market geography for each segment for the three and nine months ended January 28, 2022 and January 29,

	U.S.(1)		Non-U.S. Developed Markets(2)		E
	Three months ended		Three months ended		T
(in millions)	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021	January 28,
Cardiovascular	$ 1,297	$ 1,272	$ 935	$ 941	$
Medical Surgical	990	959	812	868	
Neuroscience	1,397	1,401	431	444	
Diabetes	255	307	261	268	
Total	$ 3,939	$ 3,939	$ 2,438	$ 2,522	$

	U.S.(1)		Non-U.S. Developed Markets(2)		E
	Nine months ended		Nine months ended		N
(in millions)	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021	January 28,
Cardiovascular	$ 4,090	$ 3,854	$ 2,886	$ 2,739	$
Medical Surgical	2,950	2,677	2,521	2,425	
Neuroscience	4,237	3,934	1,330	1,246	
Diabetes	760	879	780	733	
Total	$ 12,038	$ 11,344	$ 7,517	$ 7,143	$ 4

(1) U.S. includes the United States and U.S. territories.

(2) Non-U.S. developed markets include Japan, Australia, New Zealand, Korea, Canada, and the countries within Western Europe.

(3) Emerging markets include the countries of the Middle East, Africa, Latin America, Eastern Europe, and the countries of Asia that are not included in the no
defined above.

The amount of revenue recognized is reduced by sales rebates and returns. Adjustments to rebates and returns reserves are recorded as increases January 28, 2022, $1.0 billion of rebates were classified as *other accrued expenses*, and $553 million of rebates were classified as a reduction of consolidated balance sheet. At April 30, 2021, $906 million of rebates were classified as *other accrued expenses,* and $485 million of rebates we of *accounts receivable* in the consolidated balance sheet.

Deferred Revenue and Remaining Performance Obligations

The Company records a deferred revenue liability if a customer pays consideration, or the Company has the right to invoice, before the Company to the customer. Deferred revenue at January 28, 2022 and April 30, 2021 was $392 million and $368 million, respectively. At January 28, 202 million and $276 million was included in *other accrued expenses,* respectively, and $97 million and $93 million was included in *other liabiliti* nine months ended January 28, 2022, the Company recognized $192 million of revenue that was included in deferred revenue as of April 30, 202

Remaining performance obligations include goods and services that have not yet been delivered or provided under existing, noncancellable contra commitments. At January 28, 2022, the estimated revenue expected to be recognized in future periods related to unsatisfied performance obligat with an original duration of one year or more was approximately $1.0 billion. The Company expects to recognize revenue on the majority of th obligations over the next four years.

Acquisitions	9 Months Ended Jan. 28, 2022
Business Combination and Asset Acquisition [Abstract]	
Acquisitions	Acquisitions

During the nine months ended January 28, 2022 and the three and nine months ended January 29, 2021, the Company had acquisitions that wer combinations. The assets and liabilities of the businesses acquired were recorded and consolidated on the acquisition date at their respective fair from business combinations is largely attributable to future, yet to be defined technologies, new customer relationships, existing workforce of th synergies expected to arise after the Company's acquisition of these businesses. The pro forma impact of these acquisitions was not significant, aggregate, to the consolidated results of the Company for the nine months ended January 28, 2022 and the three and nine months ended Janua operations of acquired businesses have been included in the Company's consolidated statements of income since the date each business was acqu months ended January 28, 2022 and January 29, 2021, purchase price allocation adjustments were not significant.

Fiscal Year 2022

The acquisition date fair value of net assets acquired during the nine months ended January 28, 2022 was $125 million, consisting of $154 mil $29 million of liabilities assumed. Based upon preliminary valuations, assets acquired were primarily comprised of $50 million of technology-b estimated useful lives ranging from 15 to 16 years and $80 million of goodwill. The goodwill is not deductible for tax purposes. The Company contingent consideration liabilities in connection with business combinations during the nine months ended January 28, 2022, which are compri development milestone-based payments.

Fiscal Year 2021

The acquisition date fair value of net assets acquired during the nine months ended January 29, 2021 was $1.2 billion, consisting of $1.3 bil $159 million of liabilities assumed. Based upon preliminary valuations, assets acquired were primarily comprised of $407 million of technology-l estimated useful lives ranging from 8 to 15 years and $805 million of goodwill. The goodwill is not deductible for tax purposes. The Company contingent consideration liabilities in connection with business combinations during the nine months ended January 29, 2021, which are compri development milestone-based payments. Additionally, during the nine months ended January 29, 2021, the Company recognized a gain of $132 m amounts accrued for certain contingent liabilities from a past acquisition. The benefit was recognized in *other operating (income) expense, net* in of income as the purchase accounting was finalized in fiscal year 2020.

Acquired In-Process Research & Development (IPR&D)

IPR&D with no alternative future use acquired outside of a business combination is expensed immediately. During the three months ended January in connection with asset acquisitions was not significant. During the nine months ended January 28, 2022, the Company acquired $101 million of asset acquisitions, which was recognized in *research and development expense* in the consolidated statements of income. During the three and nin 2021, IPR&D acquired in connection with asset acquisitions was not significant.

Contingent Consideration

Certain of the Company's business combinations involve potential payment of future consideration that is contingent upon the achievement of c milestones and/or contingent on the acquired business reaching certain performance milestones. A liability is recorded for the estimated fa consideration on the acquisition date. The fair value of the contingent consideration is remeasured at each reporting period, and the change in fair *other operating (income) expense, net* in the consolidated statements of income. Contingent consideration payments made soon after the acqui investing activities in the consolidated statements of cash flows. Contingent consideration payments not made soon after the acquisition date that a date fair value are reported as financing activities in the consolidated statements of cash flows, and amounts paid in excess of the original acc reported as operating activities in the consolidated statements of cash flows.

The fair value of contingent consideration at January 28, 2022 and April 30, 2021 was $147 million and $270 million, respectively. At January recorded in *other accrued expenses*, and $105 million was recorded in *other liabilities* in the consolidated balance sheet. At April 30, 2021, $78 m *accrued expenses*, and $192 million was recorded in *other liabilities* in the consolidated balance sheet.

The following table provides a reconciliation of the beginning and ending balances of contingent consideration:

	Three months ended		N
(in millions)	January 28, 2022	January 29, 2021	January 28, 2
Beginning balance	$ 269	$ 461	$
Purchase price contingent consideration	—	95	
Purchase price allocation adjustments	—	—	
Payments	(41)	(127)	
Change in fair value	(81)	11	
Ending balance	$ 147	$ 440	$

The fair value of contingent consideration is measured using projected payment dates, discount rates, probabilities of payment, and projected re consideration). Projected revenues are based on the Company's most recent internal operational budgets and long-range strategic plans. Changes discount rates, probabilities of payment, and projected revenues may result in adjustments to the fair value measurement. The recurring Level 3 contingent consideration for which a liability is recorded include the following significant unobservable inputs:

(in millions)	Fair Value at January 28, 2022	Unobservable Input	Range
		Discount rate	11.2% - 27.2%
Revenue and other performance-based payments	$114	Probability of payment	30% - 100%
		Projected fiscal year of payment	2022 - 2027
		Discount rate	5.5%
Product development and other milestone-based payments	$33	Probability of payment	70% - 100%
		Projected fiscal year of payment	2022 - 2025

(1) Unobservable inputs were weighted by the relative fair value of the contingent consideration liability. For projected fiscal year of payment, the amount repre and is not a weighted average.

Restructuring and Other Costs	**9 Months Ended Jan. 28, 2022**
Restructuring and Related Activities [Abstract]	
Restructuring and Other Costs	Restructuring and Other Costs

Enterprise Excellence

In the third quarter of fiscal year 2018, the Company announced its Enterprise Excellence restructuring program. Further program details are consolidated financial statements included in the Company's Annual Report on Form 10-K for the fiscal year ended April 30, 2021. Since inception pre-tax exit and disposal costs and other costs, across all segments, of $1.5 billion in connection with the Enterprise Excellence program. In to it will recognize approximately $1.6 billion to $1.8 billion of exit and disposal costs and other costs related to the Enterprise Excellence progra remaining estimated charges are expected to be incurred by the end of this fiscal year.

For the three and nine months ended January 28, 2022, the Company recognized net charges of $65 million and $201 million, of which $2 respectively, were recognized within *cost of products sold* and $28 million and $85 million, respectively, were recognized within *selling, general,* in the consolidated statements of income. For the three and nine months ended January 29, 2021, the Company recognized net charges of $77 n which $36 million and $95 million, respectively, were recognized within *cost of products sold* and $30 million and $125 million, respectively, wer *general, and administrative expense* in the consolidated statements of income.

The following table summarizes the activity related to the Enterprise Excellence restructuring program for the nine months ended January 28, 202

(in millions)	Employee Termination Benefits	Associated Costs[1]	Other Cos
April 30, 2021	$ 64	$ 18	$
Charges	31	175	
Cash payments	(32)	(177)	
Accrual adjustments[2]	(5)	—	
January 28, 2022	$ 58	$ 16	$

(1) Associated costs include costs incurred as a direct result of the restructuring program, such as salaries for employees supporting the program and consulting

(2) Accrual adjustments relate to certain employees identified for termination finding other positions within the Company and contract terminations being estimated.

Simplification

In the first quarter of fiscal year 2021, the Company initiated the Simplification restructuring program. Further program details are described in financial statements included in the Company's Annual Report on Form 10-K for the fiscal year ended April 30, 2021. Since inception, the Co exit and disposal costs and other costs, across all segments, of $307 million in connection with the Simplification program. In total, the Company approximately $400 million to $450 million of exit and disposal costs and other costs related to the Simplification program, and the majority charges are expected to be incurred by the end of this fiscal year.

For the three and nine months ended January 28, 2022, the Company recognized net charges of $15 million and $39 million, respectively, of million were recognized within *selling, general, and administrative expense* in the consolidated statements of income. For the three and nine mont the Company recognized net charges of $84 million and $229 million, respectively. For the nine months ended January 29, 2021, the net charg incremental defined benefit pension and post-retirement related expenses for employees that accepted voluntary early retirement packages within the consolidated statements of income. The net charges for the three and nine months ended January 29, 2021 also included $11 million and $14 *selling, general, and administrative expense* in the consolidated statements of income.

The following table summarizes the activity related to the Simplification restructuring program for nine months e

(in millions)	Employee Termination Benefits	Associated Co
April 30, 2021	$ 59	$
Charges	17	
Cash payments	(61)	
Accrual adjustments[2]	(6)	
January 28, 2022	$ 9	$

(1) Associated costs include costs incurred as a direct result of the restructuring program, such as salaries for employees supporting the program and consulting ex

(2) Accrual adjustments relate to certain employees identified for termination finding other positions within the Company.

Mechanical Circulatory Support (MCS)

On June 3, 2021, the Company announced the decision to stop the distribution and sale of the Medtronic HVAD System in light of a growing bo
comparisons indicating a lower frequency of neurological adverse events and mortality with another circulatory support device available to patie
system. In connection with this decision, the Company recorded charges of $726 million (MCS charges) within the Cardiovascular segment dur
July 30, 2021, including $58 million recognized in *costs of products sold* and $668 million recognized within *other operating (income) expen*
statement of income*.* The charges included $515 million of non-cash impairments and write-downs primarily related to $409 million of intang
$58 million of inventory write-downs. The Company also recorded charges of $211 million for commitments and obligations associated with th
charges for patient support obligations, restructuring, and other associated costs. As of January 28, 2022, accruals were recorded in the consolid
obligations, with $64 million reflected in *other accrued expenses* and $19 million recorded in *other liabilities*. Medtronic remains committed
approximately 4,000 patients currently implanted with the HVAD system.

Financial Instruments	9 Months Ended Jan. 28, 2022
Investments [Abstract]	
Financial Instruments	Financial Instruments

Debt Securities

The Company holds investments in marketable debt securities that are classified and accounted for as available-for-sale and are remeasured following tables summarize the Company's investments in available-for-sale debt securities by significant investment category and the re sheet classification at January 28, 2022 and April

	January 28, 2022				
	Valuation				
(in millions)	Cost	Unrealized Gains	Unrealized Losses	Fair Value	In
Level 1:					
U.S. government and agency securities	$ 515	$ 11	$ (2)	$ 525	$
Level 2:					
Corporate debt securities	4,964	39	(40)	4,963	
U.S. government and agency securities	1,010	—	(17)	993	
Mortgage-backed securities	620	7	(15)	612	
Non-U.S. government and agency securities	17	—	—	18	
Certificates of deposit	45	—	—	45	
Other asset-backed securities	588	1	(2)	587	
Total Level 2	7,244	48	(74)	7,218	
Level 3:					
Auction rate securities	36	—	(3)	33	
Total available-for-sale debt securities	$ 7,796	$ 59	$ (79)	$ 7,776	$

	April 30, 2021				
	Valuation				
(in millions)	Cost	Unrealized Gains	Unrealized Losses	Fair Value	In
Level 1:					
U.S. government and agency securities	$ 505	$ 26	$ (3)	$ 528	$
Level 2:					
Corporate debt securities	4,557	103	(13)	4,647	
U.S. government and agency securities	810	—	(7)	804	
Mortgage-backed securities	645	21	(16)	650	
Non-U.S. government and agency securities	31	1	—	33	
Certificates of deposit	19	—	—	19	
Other asset-backed securities	534	4	(1)	537	
Debt funds	7	—	—	7	
Total Level 2	6,603	129	(36)	6,696	
Level 3:					
Auction rate securities	36	—	(3)	33	
Total available-for-sale debt securities	$ 7,144	$ 155	$ (42)	$ 7,257	$

The amortized cost of debt securities excludes accrued interest, which is reported in *other current assets* in the consolidated balance sheets.

The following tables present the gross unrealized losses and fair values of the Company's available-for-sale debt securities that have been
loss position deemed to be temporary, aggregated by investment category at January 28, 2022

	January 28, 2022		
	Less than 12 months		Mo
(in millions)	Fair Value	Unrealized Losses	Fair Valu
U.S. government and agency securities	$ —	$ —	$
Corporate debt securities	—	—	
Mortgage-backed securities	—	—	
Other asset-backed securities	—	—	
Auction rate securities	—	—	
Total	$ —	$ —	$

	April 30, 2021		
	Less than 12 months		Mo
(in millions)	Fair Value	Unrealized Losses	Fair Valu
U.S. government and agency securities	$ 946	$ (10)	$
Corporate debt securities	—	—	
Mortgage-backed securities	—	—	
Other asset-backed securities	—	—	
Auction rate securities	—	—	
Total	$ 946	$ (10)	$

The Company reviews the fair value hierarchy classification on a quarterly basis. Changes in the ability to observe valuation inputs may result i
for certain securities within the fair value hierarchy. There were no transfers into or out of Level 3 during the three and nine months ended Janua
2021. When a determination is made to classify an asset or liability within Level 3, the determination is based upon the significance of the unobs
fair value measurement.

Activity related to the Company's available-for-sale debt securities portfolio is as follows:

	Three months ended		N
(in millions)	January 28, 2022	January 29, 2021	January 28,
Proceeds from sales	$ 2,481	$ 2,406	$
Gross realized gains	3	4	
Gross realized losses	(6)	(4)	

The January 28, 2022 balance of available-for-sale debt securities by contractual maturity is shown in the following table. Within the table, ma
securities have been allocated based upon timing of estimated cash flows assuming no change in the current interest rate environment. Actual
contractual maturities because the issuers of the securities may have the right to prepay obligations without prepayment penalties.

(in millions)
Due in one year or less
Due after one year through five years
Due after five years through ten years
Due after ten years
Total

Equity Securities, Equity Method Investments, and Other Investments

The Company holds investments in equity securities with readily determinable fair values, equity investments without readily determinable fair va
for under the equity method, and other investments. Equity securities with readily determinable fair values are included in Level 1 of the fair
measured using quoted market prices. Equity method investments and investments without readily determinable fair values are included withi
hierarchy due to the use of significant unobservable inputs to determine fair value. To determine the fair value of these investments, the Company

information available related to the investees, including financial statements, market participant valuations from recent and proposed equity offe
data.

The following table summarizes the Company's equity and other investments at January 28, 2022 and April 30, 2021, which are classified as *othe*
balance sheets:

(in millions)	January 28, 2
Investments with readily determinable fair value (marketable equity securities)	$
Investments without readily determinable fair values	
Equity method and other investments	
Total equity and other investments	$

The table below includes activity related to the Company's portfolio of equity and other investments. Gains and losses on equity and other investm
non-operating income, net in the consolidated statements of income.

	Three months ended		N
(in millions)	January 28, 2022	January 29, 2021	January 28,
Proceeds from sales	$ 15	$ 10	$
Gross gains	29	18	
Gross losses	(28)	—	
Impairment losses recognized	—	—	

During the three and nine months ended January 28, 2022, there were $1 million and $8 million of net unrealized gains, r
securities and other investments still held at January 28, 2022. During the three and nine months ended January 29, 2021,
$17 million and $28 million, respectively, of net unrealized gains on equity securities and other investments still held at Ja

Financing Arrangements	9 Months Ended Jan. 28, 2022
Debt Disclosure [Abstract]	
Financing Arrangements	Financing Arrangements **Commercial Paper** The Company maintains commercial paper programs that allow the Company to issue U.S. dollar or Euro-denominated unsecured commercial amount outstanding at any time under the commercial paper programs may not exceed the equivalent of $3.5 billion. No commercial paper was 2022 and April 30, 2021. The issuance of commercial paper reduces the amount of credit available under the Company's existing Credit Facility, **Line of Credit** The Company has a $3.5 billion five-year unsecured revolving credit facility (Credit Facility), which provides back-up funding for the commercia above. The Credit Facility includes a multi-currency borrowing feature for certain specified foreign currencies. At January 28, 2022 and April outstanding under the Credit Facility. Interest rates on advances on the Credit Facility are determined by a pricing matrix, based on the Company's long-term debt ratings, assigned by Services and Moody's Investors Service. Facility fees are payable on the Credit Facility and are determined in the same manner as the interes compliance with the covenants under the Credit Facility. **Debt Obligations**

The Company's debt obligations consisted of the following:

(in millions)	Maturity by Fiscal Year	January 28, 2022
Current debt obligations	2022 - 2023	$ 8
Long-term debt		
0.000 percent three-year 2019 senior notes	2023	[illegible]
0.375 percent four-year 2019 senior notes	2023	1,6
0.000 percent two-year 2020 senior notes	2023	1,4
3.500 percent ten-year 2015 senior notes	2025	1,8
0.250 percent six-year 2019 senior notes	2026	1,1
0.000 percent five-year 2020 senior notes	2026	1,1
1.125 percent eight-year 2019 senior notes	2027	1,6
3.350 percent ten-year 2017 senior notes	2027	3
0.375 percent eight-year 2020 senior notes	2029	1,1
1.625 percent twelve-year 2019 senior notes	2031	1,1
1.000 percent twelve-year 2019 senior notes	2032	1,1
0.750 percent twelve-year 2020 senior notes	2033	1,1
4.375 percent twenty-year 2015 senior notes	2035	1,9
6.550 percent thirty-year 2007 CIFSA senior notes	2038	2
2.250 percent twenty-year 2019 senior notes	2039	1,1
6.500 percent thirty-year 2009 senior notes	2039	1
1.500 percent twenty-year 2019 senior notes	2040	1,1
5.550 percent thirty-year 2010 senior notes	2040	2
1.375 percent twenty-year 2020 senior notes	2041	1,1
4.500 percent thirty-year 2012 senior notes	2042	1
4.000 percent thirty-year 2013 senior notes	2043	3
4.625 percent thirty-year 2014 senior notes	2044	1
4.625 percent thirty-year 2015 senior notes	2045	1,8
1.750 percent thirty-year 2019 senior notes	2050	1,1
1.625 percent thirty-year 2020 senior notes	2051	1,1
Finance lease obligations	2022 - 2036	
Deferred financing costs	2022 - 2051	(1
Debt discount, net	2022 - 2051	(
Long-term debt		$ 24,2

Senior Notes

The Company has outstanding unsecured senior obligations, described as senior notes in the tables above (collectively, the Senior Notes). The Sen all other unsecured and unsubordinated indebtedness of the Company. The Company is in compliance with all covenants related to the Senior Not

In September 2020, Medtronic Global Holdings S.C.A. (Medtronic Luxco) issued six tranches of Euro-denominated Senior Notes with an aggrega with maturities ranging from fiscal year 2023 to fiscal year 2051, resulting in cash proceeds of approximately $7.2 billion, net of discounts and iss used the net proceeds of the offering to fund the early redemption of $4.3 billion of Medtronic Inc. and CIFSA Senior Notes and €1.5 billion Notes for $6.3 billion of total consideration in October 2020. Additionally, the Company used the proceeds to repay its €750 million floating rat March 2021. The Company recognized a loss on debt extinguishment of $308 million during the second quarter of fiscal year

2021, which primarily included cash premiums and accelerated amortization of deferred financing costs and debt discounts and premiums. The los *expense* in the consolidated statement of income.

The Euro-denominated debt issued in September 2020 is designated as a net investment hedge of certain of the Company's European operations. R information regarding the net investment hedge.

Term Loan Agreements

On May 12, 2020, Medtronic Luxco entered into a term loan agreement (Loan Agreement) by and among Medtronic Luxco, Medtronic plc, M Bank, Ltd. as administrative agent and as lender. The Loan Agreement provides an unsecured term loan in an aggregate principal amount of up

of six months and the option to extend for an additional six months at Medtronic Luxco's option. On May 13, 2020, Medtronic Luxco borrowed th
loan under the Loan Agreement. The Japanese Yen-denominated debt was designated as a net investment hedge for certain of the Company's Japan
under the Loan Agreement carried interest at the TIBOR Rate (as defined in the Loan Agreement) plus a margin of 0.50% per annum. Medtro
guaranteed the obligations of Medtronic Luxco under the Loan Agreement. On November 12, 2020, the Company exercised its option to extend the
six months. During the fourth quarter of fiscal year 2021, the Company de-designated the Yen-denominated debt as a net investment hedge and
including interest.

Financial Instruments Not Measured at Fair Value

At January 28, 2022, the estimated fair value of the Company's Senior Notes was $26.5 billion compared to a principal value of $25.3 billion. At A
fair value was $28.6 billion compared to a principal value of $26.5 billion. The fair value was estimated using quoted market prices for the publi
which are classified as Level 2 within the fair value hierarchy. The fair values and principal values consider the terms of the related debt and e
discounts and hedging activity.

Derivatives and Currency Exchange Risk Management	9 Months Ended Jan. 28, 2022
Derivative Instruments and Hedging Activities Disclosure [Abstract]	
Derivatives and Currency Exchange Risk Management	Derivatives and Currency Exchange Risk Management

Derivatives and Currency Exchange Risk Management

The Company uses operational and economic hedges, including currency exchange rate derivative contracts and interest rate derivative instrumen currency exchange and interest rate changes on earnings and cash flows. In addition, the Company uses cross currency interest rate swaps to man certain debt. In order to minimize earnings and cash flow volatility resulting from currency exchange rate changes, the Company enters into derivat forward currency exchange rate contracts. These contracts are designed to hedge anticipated foreign currency transactions and changes in the v liabilities. At inception of the contract, the derivative is designated as either a freestanding derivative or a cash flow hedge. Currencies of our der the Euro, Japanese Yen, Chinese Yuan, and others. The Company does not enter into currency exchange rate derivative contracts for speculative p amount of all currency exchange rate derivative instruments outstanding was $15.2 billion and $14.7 billion at January 28, 2022 and April 30, 202

The Company also uses derivative and non-derivative instruments to manage the impact of currency exchange rate changes on net investm denominated operations. The information that follows explains the various types of derivatives and financial instruments used by the Company, such instruments, and the impact such instruments have on the Company's consolidated balance sheets and statements of income.

Freestanding Derivative Contracts

Freestanding derivative contracts are primarily used to offset the Company's exposure to the change in value of specific foreign-currency-denom and to offset variability of cash flows associated with forecasted transactions denominated in foreign currencies. The gross notional amount of t currency exchange rate contracts outstanding at January 28, 2022 and April 30, 2021 was $5.3 billion and $5.7 billion, respectively. The Comp exchange rate contracts are not designated as hedges, and therefore, changes in the value of these contracts are recognized in earnings, thereby off effect of the related change in value of foreign-currency-denominated assets, liabilities, and cash flows.

The Company also uses total return swaps to hedge the liability of a non-qualified deferred compensation plan. The gross notional amount of swaps outstanding at January 28, 2022 and April 30, 2021 was $256 million and $243 million, respectively. The Company's total return swaps ar and therefore, changes in the value of these instruments are recognized in earnings. The cash flows related to the Company's freestanding derivati operating or financing activities, depending on the nature of the underlying hedged item, in the consolidated statements of cash flows.

Cash Flow Hedges

Forward contracts designated as cash flow hedges are designed to hedge the variability of cash flows associated with forecasted transactions denom that will take place in the future. The gross notional amount of these contracts, designated as cash flow hedges, outstanding at January 28, 2022 a billion and $9.0 billion, respectively, and will mature within the subsequent three-year period. For derivative instruments that are designated and q the gain or loss on the derivative instrument is reported as a component of *accumulated other comprehensive loss*. The gain or loss on the derivati into earnings and is included in *other operating (income) expense, net* or *cost of products sold* in the consolidated statements of income in the sa which the hedged transaction affects earnings. Amounts excluded from the measurement of hedge effectiveness are recognized in earnings in t flows related to all of the Company's derivative instruments designated as cash flow hedges are reported as operating activities in the consolidated

At January 28, 2022 and April 30, 2021, the Company had $116 million in after-tax net unrealized gains and $253 million in after-tax net unr associated with cash flow hedging instruments recorded in *accumulated other comprehensive loss*. The Company expects that $123 million of af at January 28, 2022 will be recognized in the consolidated statements of income over the next 12 months.

Net Investment Hedges

The Company has designated Euro-denominated debt as a net investment hedge of certain of its European operations to manage the exposure to movements for foreign currency-denominated net investments in foreign operations. At January 28, 2022, the Company had €16.0 billion, or $ Euro-denominated debt designated as a hedge of its net investment in certain of its European operations. The Euro-denominated debt will mature 2051.

For instruments that are designated and qualify as net investment hedges, the gains or losses are reported as a component of *accumulated oth* gains or losses are reclassified into earnings upon a liquidation event or deconsolidation of the foreign subsidiary. Amounts excluded from the are recognized in *other operating (income) expense, net*. The cash flows related to the Company's derivative instruments designated as net invest investing activities in the consolidated statements of cash flows.

Gains and Losses on Hedging Instruments and Derivatives not Designated as Hedging Instruments

The amount of the gains and losses on our hedging instruments and derivative instruments not designated as hedging instruments and the class losses within our consolidated financial statements for the three and nine months ended January 28, 2022 and January 29, 2021 were as follows:

(in millions)	(Gain) Loss Recognized in Accumulated Other Comprehensive Income				(Gain) Loss Reclassified into Income				
	Three months ended		Nine months ended		Three months ended		Nine months ended		
	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021	Loc
Cash flow hedges									
Currency exchange rate contracts	$ (180)	$ 230	$ (502)	$ 632	$ (56)	$ 17	$ (51)	$ (38)	Othe expe
Currency exchange rate contracts	41	52	84	101	17	4	42	4	Cost
Net investment hedges	(475)	587	(1,254)	1,863	—	—	—	—	N/A
Total	$ (614)	$ 869	$ (1,672)	$ 2,596	$ (39)	$ 21	$ (9)	$ (34)	

(in millions)	(Gain) Loss Recognized in Income		(Gain) Loss Recognized in Income		
	Three months ended		Nine months ended		Locati
	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021	
Derivatives not designated as hedging instruments					
Currency exchange rate contracts	$ (34)	$ 47	$ (67)	$ 172	Other ope net
Total return swaps	10	(26)	(15)	(54)	Other opo net
Total	$ (24)	$ 21	$ (82)	$ 118	

Balance Sheet Presentation

The following tables summarize the balance sheet classification and fair value of derivative instruments included in the consolidated balance she April 30, 2021. The fair value amounts are presented on a gross basis and are segregated between derivatives that are designated and qualify as hec that are not designated and do not qualify as hedging instruments and are further segregated by type of contract within those two categories.

(in millions)	Fair Value - Assets			Fair Valu	
	January 28, 2022	April 30, 2021	Classification	January 28, 2022	April 30, 2021
Derivatives designated as hedging instruments					
Currency exchange rate contracts	$ 227	$ 49	Other current assets	$ 80	$ 190
Currency exchange rate contracts	84	22	Other assets	62	94
Total derivatives designated as hedging instruments	311	70		142	285
Derivatives not designated as hedging instruments					
Currency exchange rate contracts	15	14	Other current assets	20	11
Total return swaps	—	18	Other current assets	15	—
Total derivatives not designated as hedging instruments	15	32		35	11
Total derivatives	$ 326	$ 102		$ 177	$ 296

The following table provides information by level for the derivative assets and liabilities that are measured at fair value on a recurring basis.

(in millions)	January 28, 2022		
	Level 1	Level 2	Level 1
Derivative assets	$ 326	$ —	$
Derivative liabilities	162	15	

The Company has elected to present the fair value of derivative assets and liabilities within the consolidated balance sheets on a gross basis, even v are subject to master netting arrangements and may otherwise qualify for net presentation. The cash flows related to collateral posted and rec investing and financing activities, respectively, in the consolidated statements of cash flows.

The following tables provide information as if the Company had elected to offset the asset and liability balances of derivative instruments, netted
criteria as stipulated by the terms of the master netting arrangements with each of the counterparties. Derivatives not subject to master netting ar
for net presentation.

	January 28, 2022		
		Gross Amount Not Offset on the Balanc	
(in millions)	Gross Amount of Recorded Assets (Liabilities)	Financial Instruments	Cash Collateral (Received
Derivative assets:			
Currency exchange rate contracts	$ 326	$ (104)	$
Derivative liabilities:			
Currency exchange rate contracts	(162)	104	
Total return swaps	(15)	—	
	(177)	104	
Total	$ 149	$ —	$

	April 30, 2021		
		Gross Amount Not Offset on the Balanc	
(in millions)	Gross Amount of Recorded Assets (Liabilities)	Financial Instruments	Cash Collateral (Received
Derivative assets:			
Currency exchange rate contracts	$ 85	$ (83)	$
Total return swaps	18	—	
	102	(83)	
Derivative liabilities:			
Currency exchange rate contracts	(296)	83	
Total	$ (193)	$ —	$

Inventories	9 Months Ended Jan. 28, 2022
Inventory Disclosure [Abstract]	
Inventories	Inventories

Inventories

Inventory balances, net of reserves, were as follows:

(in millions)	**January 28, 2**
Finished goods	$ [illegible]
Work in-process	[illegible]
Raw materials	[illegible]
Total	$ [illegible]

Goodwill and Other Intangible Assets	9 Months Ended Jan. 28, 2022
Goodwill and Intangible Assets Disclosure [Abstract]	
Goodwill and Other Intangible Assets	Goodwill and Other Intangible Assets

Goodwill

The following table presents the changes in the carrying amount of goodwill by segment:

(in millions)	Cardiovascular	Medical Surgical	Neuroscience	Diabetes
April 30, 2021	$ 7,209	$ 21,195	$ 11,300	$
Goodwill as a result of acquisitions	55	—	26	
Purchase accounting adjustments	26	3	3	
Currency translation and other	(58)	(575)	(92)	
January 28, 2022	$ 7,232	$ 20,623	$ 11,237	$

The Company assesses goodwill for impairment annually as of the first day of the third quarter of the fiscal year and whenever an event occu
that would indicate that the carrying amount may be impaired. Impairment testing for goodwill is performed at the reporting unit level. The test
requires the Company to make several estimates related to projected future cash flows to determine the fair value of the goodwill reporting units. T
excess of each reporting unit's fair value over its carrying amount, including goodwill, utilizing a discounted cash flow analysis. Internal operatio
strategic plans are used as a basis for the cash flow analysis. The Company also utilizes assumptions for working capital, capital expenditures, and
discount rate applied to the cash flow analysis is based on the weighted average cost of capital ("WACC") for each reporting unit. An impairment
carrying amount of the reporting unit's net assets exceeds the estimated fair value of the reporting unit. The Company did not recognize any goodw
three and nine months ended January 28, 2022 and January 29, 2021.

Intangible Assets

The following table presents the gross carrying amount and accumulated amortization of intangible assets:

(in millions)	January 28, 2022 Gross Carrying Amount	January 28, 2022 Accumulated Amortization	Gross Carry Amount
Definite-lived:			
Customer-related	$ 16,990	$ (6,775)	$ 1
Purchased technology and patents	10,834	(5,506)	1
Trademarks and tradenames	474	(262)	
Other	78	(66)	
Total	$ 28,376	$ (12,609)	$ 2
Indefinite-lived:			
IPR&D	$ 311	$ —	$

The Company assesses definite-lived intangible assets for impairment whenever events or changes in circumstances indicate that the carrying v
(asset group) may not be recoverable. When events or changes in circumstances indicate that the carrying value of an intangible asset may not be
calculates the excess of an intangible asset's carrying value over its undiscounted future cash flows. If the carrying value is not recoverable, an im
based on the amount by which the carrying value exceeds the fair value. During the nine months ended January 28, 2022, the Company recogniz
lived intangible asset charges in connection with MCS within the Cardiovascular Portfolio. Refer to Note 5 Restructuring and Other Costs for add
led to the impairment. Intangible asset impairment charges are recognized in o*ther operating (income) expense, net* in the consolidated statement
did not recognize any definite-lived intangible asset charges during the three months ended January 28, 2022 and the three and nine months ended

The Company assesses indefinite-lived intangibles for impairment annually in the third quarter of the fiscal year and whenever an event occurs o
would indicate that the carrying value may be impaired. The Company did not recognize any indefinite-lived intangible asset impairments durin
ended January 29, 2021. Indefinite-lived intangible asset impairments were not significant for the three and nine months ended January 28, 2022. I
projects, the Company may experience future delays or failures to obtain regulatory approvals to conduct clinical trials, failures of clinical trials, o
obtain required market clearances, other failures to achieve a commercially viable product, or the discontinuation of certain projects, and as a result
losses in the future.

Amortization Expense

Intangible asset amortization expense for the three months ended January 28, 2022 and January 29, 2021 was $432 million and $453 million, respe
ended January 28, 2022 and January 29, 2021, intangible asset amortization expense was $1.3 billion. Estimated aggregate amortization expense
carrying value of definite-lived intangible assets at January 28, 2022, excluding any possible future amortization associated with acquired IPR
technological feasibility, is as follows:

(in millions)
Remaining 2022
2023
2024
2025
2026
2027

Income Taxes	9 Months Ended Jan. 28, 2022
Income Tax Disclosure [Abstract]	
Income Taxes	Income Taxes The Company's effective tax rate for the three and nine months ended January 28, 2022 was 6.7 percent and 8.8 percent, respectively, as compared to (4.8) percent and 2.8 percent for the three and nine months ended January 29, 2021, respectively. The increase in our effective tax rate for the three and nine months ended January 28, 2022, as compared to the corresponding periods in the prior fiscal year, was primarily due to the impact of year-over-year changes in operational results by jurisdiction, the $106 million net tax benefit associated with the resolution of an audit at the IRS Appellate level for fiscal years 2012 through 2014, and the $83 million benefit related to the capitalization of certain research and development costs for U.S. income tax purposes recorded during the three and nine months ended January 29, 2021 as compared to the $82 million net deferred tax benefit associated with a step up in tax basis for Swiss Cantonal purposes recorded during the three and nine months ended January 28, 2022. At both January 28, 2022 and April 30, 2021, the Company's gross unrecognized tax benefits were $1.7 billion. In addition, the Company had accrued gross interest and penalties of $114 million at January 28, 2022. If all of the Company’s unrecognized tax benefits were recognized, approximately $1.6 billion would impact the Company’s effective tax rate. At January 28, 2022 and April 30, 2021, the amount of the Company's gross unrecognized tax benefits, net of cash advance, recorded as a noncurrent liability within *accrued income taxes* on the consolidated balance sheets was $820 million and $809 million, respectively. The Company recognizes interest and penalties related to income tax matters within *income tax provision* in the consolidated statements of income and records the liability within either current or noncurrent *accrued income taxes* on the consolidated balance sheets. Refer to Note 16 to the consolidated financial statements for additional information regarding the status of current tax audits and proceedings.

Earnings Per Share	9 Months Ended Jan. 28, 2022
Earnings Per Share [Abstract]	
Earnings Per Share	Earnings Per Share Basic earnings per share is computed based on the weighted average number of ordinary shares outsta earnings per share is computed based on the weighted number of ordinary shares outstanding, increased by the number of would have been outstanding had the potentially dilutive ordinary shares been issued, and reduced by the number of share have repurchased with the proceeds from issuance of the potentially dilutive shares. Potentially dilutive ordinary shares in awards granted under stock-based compensation plans and shares committed to be purchased under the employee stock p

The table below sets forth the computation of basic and diluted earnings per share:

(in millions, except per share data)	Three months ended January 28, 2022	Three months ended January 29, 2021	N January 28,
Numerator:			
Net income attributable to ordinary shareholders	$ 1,480	$ 1,270	$
Denominator:			
Basic – weighted average shares outstanding	1,343.7	1,346.4	1,
Effect of dilutive securities:			
Employee stock options	5.2	7.3	
Employee restricted stock units	1.3	2.0	
Other	0.1	0.3	
Diluted – weighted average shares outstanding	1,350.3	1,356.0	1,
Basic earnings per share	$ 1.10	$ 0.94	$
Diluted earnings per share	$ 1.10	$ 0.94	$

The calculation of weighted average diluted shares outstanding excludes options to purchase approximately 6 million and shares for the three and nine months ended January 28, 2022, respectively, and 2 million and 6 million for the three and n January 29, 2021, respectively, because their effect would have been anti-dilutive on the Company's earnings per share.

Stock-Based Compensation	9 Months Ended
	Jan. 28, 2022

Share-based Payment Arrangement [Abstract]

Stock-Based Compensation

Stock-Based Compensation

The following table presents the components and classification of stock-based compensation expense for stock options, restricted stock, pe
employee stock purchase plan shares recognized for the three and nine months ended January 28, 2022 and January 29, 2021:

	Three months ended		N
(in millions)	January 28, 2022	January 29, 2021	January 28,
Stock options	$ 13	$ 10	$
Restricted stock	45	41	
Performance share units	13	7	
Employee stock purchase plan	7	7	
Total stock-based compensation expense	$ 78	$ 65	$
Cost of products sold	$ 8	$ 7	$
Research and development expense	9	7	
Selling, general, and administrative expense	62	51	
Total stock-based compensation expense	78	65	
Income tax benefits	(13)	(11)	
Total stock-based compensation expense, net of tax	$ 65	$ 54	$

Retirement Benefit Plans	9 Months Ended Jan. 28, 2022
Retirement Benefits [Abstract]	
Retirement Benefit Plans	

Retirement Benefit Plans

The Company sponsors various retirement benefit plans, including defined benefit pension plans, post-retirement medical plans, defined cont termination indemnity plans, covering substantially all U.S. employees and many employees outside the U.S. The net periodic benefit cost of plans included the following components for the three and nine months ended January 28, 2022 and January 29, 2021:

	U.S.		Th
	Three months ended		
(in millions)	January 28, 2022	January 29, 2021	January 28, 2
Service cost	$ 25	$ 26	$
Interest cost	26	28	
Expected return on plan assets	(57)	(60)	
Amortization of net actuarial loss	16	17	
Net periodic benefit cost	$ 10	$ 11	$

	U.S.		N
	Nine months ended		
(in millions)	January 28, 2022	January 29, 2021	January 28, 2
Special termination benefits	$ —	$ 80	$
Service cost	75	80	
Interest cost	78	82	
Expected return on plan assets	(171)	(182)	
Amortization of net actuarial loss	48	52	
Net periodic benefit cost	$ 30	$ 112	$

Components of net periodic benefit cost other than the service component are recognized in *other non-operating income, net* in the consolidated s

During fiscal year 2021, as part of the Simplification restructuring program, the Company offered certain eligible U.S. employees voluntary resulting in incremental expense of $97 million recognized during the nine months ended January 29, 2021. Of this amount, $73 million relate $11 million related to defined contribution plans, $11 million related to U.S. post-retirement benefits, and $2 million related to cash payments a Note 5 for additional information on the Simplification restructuring program.

Accumulated Other Comprehensive Loss

9 Months Ended Jan. 28, 2022

Equity [Abstract]

Accumulated Other Comprehensive Loss

Accumulated Other Comprehensive Loss

The following table provides changes in AOCI, net of tax, and by component:

(in millions)	Unrealized Gain (Loss) on Investment Securities	Cumulative Translation Adjustments	Net Investment Hedges	Net Change in Retirement Obligations	Unrealize (Loss) on Ca Hedg
April 30, 2021	$ 92	$ (519)	$ (1,458)	$ (1,347)	$
Other comprehensive income (loss) before reclassifications	(112)	(960)	1,254	10	
Reclassifications	(2)	—	—	46	
Other comprehensive income (loss)	(114)	(960)	1,254	56	
January 28, 2022	$ (22)	$ (1,479)	$ (204)	$ (1,291)	$

(in millions)	Unrealized Gain (Loss) on Investment Securities	Cumulative Translation Adjustment	Net Investment Hedges	Net Change in Retirement Obligations	Unrealize (Loss) on Ca Hedg
April 24, 2020	$ —	$ (2,210)	$ 236	$ (1,852)	$
Other comprehensive income (loss) before reclassifications	138	1,943	(1,863)	(26)	
Reclassifications	(1)	—	—	54	
Other comprehensive income (loss)	137	1,943	(1,863)	28	
January 29, 2021	$ 137	$ (267)	$ (1,627)	$ (1,824)	$

The income tax on gains and losses on investment securities in other comprehensive income before reclassifications during the nine months e January 29, 2021 was a benefit of $18 million and an expense of $40 million, respectively. During the nine months ended January 28, 2022 and J no income tax on realized gains and losses on investment securities reclassified from AOCI. When realized, gains and losses on investment securi are recognized within *other non-operating income, net*. Refer to Note 6 to the consolidated financial statements for additional information.

For the nine months ended January 28, 2022 and January 29, 2021 the income tax on cumulative translation adjustment was a benefit of $4 m million, respectively.

During the nine months ended January 28, 2022 and January 29, 2021, there were no tax impacts on net investment hedges. Refer to Note 8 t statements for additional information.

The net change in retirement obligations in other comprehensive income includes amortization of net actuarial losses included in net periodic b months ended January 28, 2022 and January 29, 2021, the net change in retirement obligations in other comprehensive income before reclassif tax expense of $3 million and income tax benefit of $8 million, respectively. During the nine months ended January 28, 2022 and January 29, 2 defined benefit and pension items reclassified from AOCI were reduced by income taxes of $14 million and $12 million, respectively. When reali defined benefit and pension items reclassified from AOCI are recognized within *other non-operating income, net*. Refer to Note 14 to the consolid additional information.

The income tax on unrealized gains and losses on cash flow hedges in other comprehensive income before reclassifications during the nine mon and January 29, 2021 was an expense of $51 million and a benefit of $145 million, respectively. During the nine months ended January 28, 2022 a and losses on cash flow hedges reclassified from AOCI were reduced by income taxes of $11 million and $6 million, respectively. When realized, g exchange rate contracts reclassified from AOCI are recognized within *other operating (income) expense, net* or *cost of products sold,* and gains an interest rate derivatives reclassified from AOCI are recognized within *interest expense.* Refer to Note 8 to the consolidated financial statements fo

Commitments and Contingencies	9 Months Ended Jan. 28, 2022
Commitments and Contingencies Disclosure [Abstract]	
Commitments and Contingencies	Commitments and Contingencies **Legal Matters** The Company and its affiliates are involved in a number of legal actions involving product liability, employment, intellectual property and commercial disputes, shareholder related matters, environmental proceedings, tax disputes, and governmental proceedings and investigations, including those described below. With respect to governmental proceedings and investigations, like other companies in our industry, the Company is subject to extensive regulation by national, state, and local governmental agencies in the United States and in other jurisdictions in which the Company and its affiliates operate. As a result, interaction with governmental agencies is ongoing. The Company's standard practice is to cooperate with regulators and investigators in responding to inquiries. The outcomes of legal actions are not within the Company's complete control and may not be known for prolonged periods of time. In some actions, the enforcement agencies or private claimants seek damages, as well as other civil or criminal remedies (including injunctions barring the sale of products that are the subject of the proceeding), that could require significant expenditures, result in lost revenues, or limit the Company's ability to conduct business in the applicable jurisdictions. The Company records a liability in the consolidated financial statements on an undiscounted basis for loss contingencies related to legal actions when a loss is known or considered probable and the amount may be reasonably estimated. If the reasonable estimate of a known or probable loss is a range, and no amount within the range is a better estimate than any other, the minimum amount of the range is accrued. If a loss is reasonably possible but not known or probable, and may be reasonably estimated, the estimated loss or range of loss is disclosed. When determining the estimated loss or range of loss, significant judgment is required. Estimates of probable losses resulting from litigation and governmental proceedings involving the Company are inherently difficult to predict, particularly when the matters are in early procedural stages with incomplete scientific facts or legal discovery, involve unsubstantiated or indeterminate claims for damages, potentially involve penalties, fines or punitive damages, or could result in a change in business practice. The Company classifies litigation charges and gains related to significant legal matters as certain litigation charges. During the three and nine months ended January 28, 2022, the Company recognized \$35 million and \$95 million, respectively, of certain litigation charges. During the three and nine months ended January 29, 2021, the Company recognized \$122 million and \$118 million, respectively, of certain litigation charges. At January 28, 2022 and April 30, 2021, accrued litigation was approximately \$0.3 billion and \$0.4 billion, respectively. The ultimate cost to the Company with respect to accrued litigation could be materially different than the amount of the current estimates and accruals and could have a material adverse impact on the Company's consolidated earnings, financial position, and/or cash flows. The Company includes accrued litigation in *other accrued expenses* and *other liabilities* on the consolidated balance sheets. While it is not possible to predict the outcome for most of the legal matters discussed below, the Company believes it is possible that the costs associated with these matters could have a material adverse impact on the Company's consolidated earnings, financial position, and/or cash flows.

Product Liability Matters

Pelvic Mesh Litigation

The Company is currently involved in litigation in various state and federal courts against manufacturers of pelvic mesh products alleging personal injuries resulting from the implantation of those products. Two subsidiaries of Covidien supplied pelvic mesh products to one of the manufacturers, C.R. Bard (Bard), named in the litigation. The litigation includes a federal multi-district litigation in the U.S. District Court for the Northern District of West Virginia and cases in various state courts and jurisdictions outside the U.S. Generally, complaints allege design and manufacturing claims, failure to warn, breach of warranty, fraud, violations of state consumer protection laws and loss of consortium claims. In fiscal year 2016, Bard paid the Company $121 million towards the settlement of 11,000 of these claims. In May 2017, the agreement with Bard was amended to extend the terms to apply to up to an additional 5,000 claims. That agreement does not resolve the dispute between the Company and Bard with respect to claims that do not settle, if any. As part of the agreement, the Company and Bard agreed to dismiss without prejudice their pending litigation with respect to Bard’s obligation to defend and indemnify the Company. The Company estimates law firms representing approximately 16,200 claimants have asserted or may assert claims involving products manufactured by Covidien’s subsidiaries. As of February 3, 2022, the Company had reached agreements to settle approximately 15,900 of these claims. The Company's accrued expenses for this matter are included within accrued litigation as discussed above.

Hernia Mesh Litigation

Starting in fiscal year 2020, plaintiffs began filing lawsuits against certain subsidiaries of the Company in U.S. state and federal courts alleging personal injury from hernia mesh products sold by those subsidiaries. The majority of the pending cases are in Massachusetts state court, where they have been consolidated before a single judge. Certain plaintiffs' law firms have advised the Company that they have filed a large volume of cases and may file additional cases in the future. The pending lawsuits relate almost entirely to hernia mesh products that have not been subject to recalls, withdrawals, or other adverse regulatory action. The Company has not recorded an expense related to damages in connection with these matters because any potential loss is not currently probable or reasonably estimable. Additionally, the Company is unable to reasonably estimate the range of loss, if any, that may result from these matters.

Patent Litigation

Sasso

The Company is involved in litigation in Indiana relating to certain patent and royalty disputes with Dr. Sasso under agreements originally entered into in 1999 and 2001. On November 28, 2018, a jury in Indiana state court returned a verdict against the Company for approximately $112 million. In June 2021, pursuant to an order from the state court, the Company paid the judgment plus accrued interest to Dr. Sasso. During the third quarter of fiscal year 2022, the Company exhausted its appeals, bringing this matter to a conclusion.

Environmental Proceedings

The Company is involved in various stages of investigation and cleanup related to environmental remediation matters at a number of sites. These projects relate to a variety of activities, including removal of solvents, metals and other hazardous substances from soil and groundwater. The ultimate cost of site cleanup and timing of future cash flows is difficult to predict given uncertainties regarding the extent of the required cleanup, the interpretation of applicable laws and regulations, and alternative cleanup methods.

The Company is a successor to a company which owned and operated a chemical manufacturing facility in Orrington, Maine from 1967 until 1982, and is responsible for the costs of completing an environmental site investigation as required by the Maine Department of Environmental Protection (MDEP). MDEP served a compliance order on Mallinckrodt LLC and U.S. Surgical Corporation, subsidiaries of Covidien, in December 2008, which included a directive to remove a significant volume of soils at the site. After a hearing on the compliance order before the Maine Board of Environmental Protection (Maine Board) to challenge the terms of the compliance order, the Maine Board modified the MDEP order and issued a final order requiring removal of two landfills, capping of the remaining three landfills, installation of a groundwater extraction system and long-term monitoring of the site and the three remaining landfills. The Company has proceeded with remediation in accordance with the MDEP order as modified by the Maine Board order.

Since the early 2000s, the Company or its predecessors have also been involved in a lawsuit filed in the U.S. District Court for the District of Maine by the Natural Resources Defense Council and the Maine People's Alliance. Plaintiffs sought an injunction requiring the Company's predecessor to conduct extensive studies of mercury contamination of the Penobscot River and Bay and options for remediating such contamination, and to perform appropriate remedial activities, if necessary.

Following a trial in March 2002, the Court held that conditions in the Penobscot River and Bay may pose an imminent and substantial endangerment and that the Company's predecessor was liable for the cost of performing a study of the River and Bay. Following a second trial in June 2014, the Court ordered that further engineering study and engineering design work was needed to determine the nature and extent of remediation in the Penobscot River and Bay. The Court also appointed an engineering firm to conduct such studies and issue a report on potential remediation alternatives. In connection with these proceedings, reports have been produced including a variety of cost estimates for a variety of potential remedial options. In March 2021, the parties notified the Court that they had agreed on a settlement in principle of all issues in this matter. Finalization of the proposed settlement remains subject to Court approval.

The Company's accrued expenses for environmental proceedings are included within accrued litigation as discussed above.

Income Taxes

In March 2009, the IRS issued its audit report on Medtronic, Inc. for fiscal years 2005 and 2006. Medtronic, Inc. reached agreement with the IRS on some, but not all matters related to these fiscal years. The remaining unresolved issue for fiscal years 2005 and 2006 relates to the allocation of income between Medtronic, Inc. and its wholly-owned subsidiary operating in Puerto Rico, which is one of the Company's key manufacturing sites. The U.S. Tax Court reviewed this dispute, and on June 9, 2016, issued its opinion with respect to the allocation of income between the parties for fiscal years 2005 and 2006. The U.S. Tax Court generally rejected the IRS's position, but also made certain modifications to the Medtronic, Inc. tax returns as filed. On April 21, 2017, the IRS filed their Notice of Appeal to the U.S. Court of Appeals for the 8th Circuit regarding the Tax Court Opinion. Oral argument for the Appeal occurred on March 14, 2018. The 8th Circuit Court of Appeals issued their opinion on August 16, 2018 and remanded the case back to the U.S. Tax

Court for additional factual findings. The U.S. Tax Court trial relating to the issues remanded by the 8th Circuit Court of Appeals concluded during June 2021. The parties are awaiting the Tax Court decision, which will remain subject to appeal by either party upon its issuance.

The IRS has issued its audit reports on Medtronic, Inc. for fiscal years 2007 through 2016. Medtronic, Inc. and the IRS have reached agreement on all significant issues except for the allocation of income between Medtronic, Inc. and its wholly-owned subsidiary operating in Puerto Rico for the businesses that are the subject of the U.S. Tax Court Case for fiscal years 2005 and 2006.

Medtronic, Inc.'s fiscal years 2017, 2018, and 2019 U.S. federal income tax returns are currently being audited by the IRS.

Covidien LP (a wholly owned subsidiary of Medtronic plc) has either reached agreement with the IRS or the statute of limitations has lapsed on their U.S. federal income tax returns through fiscal year 2018.

While it is not possible to predict the outcome for most of the income tax matters discussed above, the Company believes it is possible that charges associated with these matters could have a material adverse impact on the Company's consolidated earnings, financial position, and/or cash flows.

Refer to Note 11 for additional discussion of income taxes.

Guarantees

In the normal course of business, the Company and/or its affiliates periodically enter into agreements that require one or more of the Company and/or its affiliates to indemnify customers or suppliers for specific risks, such as claims for injury or property damage arising as a result of the Company or its affiliates' products, the negligence of the Company's personnel, or claims alleging that the Company's products infringe on third-party patents or other intellectual property. The Company also offers warranties on various products. The Company's maximum exposure under these guarantees is unable to be estimated. Historically, the Company has not experienced significant losses on these types of guarantees.

The Company believes the ultimate resolution of the above guarantees is not expected to have a material effect on the Company's consolidated earnings, financial position, and/or cash flows.

Segment and Geographic Information	9 Months Ended Jan. 28, 2022

Segment Reporting [Abstract]

Segment and Geographic Information

Segment and Geographic Information

Segment disclosures are on a performance basis consistent with internal management reporting. Net sales of the Company's reportable segm revenues from the sale of products the segment develops, manufactures, and distributes. The Company's management evaluates performance of resources based on net sales and segment operating profit. Segment operating profit represents income before income taxes, excluding intere intangible assets, centralized distribution costs, non-operating income or expense items, certain corporate charges, and other items not allocated to

The accounting policies of the reportable segments are the same as those described in the summary of significant accounting policies in Note 1 t statements included in the Company's Annual Report on Form 10-K for the fiscal year ended April 30, 2021. Certain depreciable assets may b while the depreciation expense is allocated to another segment. The allocation of depreciation expense is based on the proportion of the assets use

Effective February 1, 2021, the Company implemented a new operating model, moving from a Group structure to a Portfolio structure: Cardio Cardiac and Vascular Group), Neuroscience Portfolio (formerly Restorative Therapies Group), and Medical Surgical Portfolio (formerly Mi Group). The Diabetes Operating Unit (formerly Diabetes Group) remains a separate operating and reportable segment in the new structure. Th reportable segments during the fiscal year ended April 30, 2021, such that the four principal operating and reportable segments are as follow Neuroscience Portfolio, Medical Surgical Portfolio, and Diabetes Operating Unit.

The following tables present reconciliations of financial information from the segments to the applicable line items in the Company's consolidate

Segment Operating Profit

	Three months ended		N
(in millions)	January 28, 2022	January 29, 2021	January 28,
Cardiovascular	$ 1,077	$ 994	$
Medical Surgical	923	890	
Neuroscience	903	861	
Diabetes	161	177	
Segment operating profit	3,064	2,922	
Interest expense	(137)	(143)	
Other non-operating income, net	67	86	
Amortization of intangible assets	(432)	(453)	(
Corporate	(483)	(398)	(
Centralized distribution costs	(401)	(458)	(
Restructuring and associated costs	(78)	(160)	
Acquisition-related items	50	(35)	
Certain litigation charges, net	(35)	(122)	
MCS impairments / costs	—	—	
Medical device regulations	(25)	(21)	
Income before income taxes	$ 1,589	$ 1,220	$

Geographic Information

Net sales are attributed to the country based on the location of the customer taking possession of the products or in which the services are ren presents net sales for the three and nine months ended January 28, 2022 and January 29, 2021 for the Company's country of domicile, countries wit and all other countries:

	Three months ended		N
(in millions)	January 28, 2022	January 29, 2021	January 28,
Ireland	$ 24	$ 25	$
United States	3,939	3,939	1
Rest of world	3,800	3,811	1
Total other countries, excluding Ireland	7,739	7,750	2
Total	$ 7,763	$ 7,775	$ 2

Basis of Presentation (Policies)	9 Months Ended Jan. 28, 2022
Organization, Consolidation and Presentation of Financial Statements [Abstract]	
Basis of Presentation	The accompanying unaudited consolidated financial statements of Medtronic plc and its subsidiaries (Medtronic plc, Medtronic, or the Company) have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S.) (U.S. GAAP) for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. In the opinion of management, the consolidated financial statements include all the adjustments necessary for a fair statement in conformity with U.S. GAAP. Certain reclassifications have been made to prior year financial statements to conform to classifications used in the current year.Operating results for interim periods are not necessarily indicative of results that may be expected for the fiscal year as a whole. The preparation of the financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, expenses, and the related disclosures at the date of the financial statements and during the reporting period. Actual results could materially differ from these estimates.
Consolidation	The accompanying unaudited consolidated financial statements include the accounts of Medtronic plc, its wholly-owned subsidiaries, entities for which the Company has a controlling financial interest, and variable interest entities for which the Company is the primary beneficiary. Intercompany transactions and balances have been eliminated in consolidation. Amounts reported in millions within this quarterly report are computed based on the amounts in thousands, and therefore, the sum of the components may not equal the total amount reported in millions due to rounding. Additionally, certain columns and rows within tables may not sum due to rounding.
Fiscal Period	The Company’s fiscal years 2022, 2021, and 2020 will end or ended on April 29, 2022, April 30, 2021, and April 24, 2020, respectively. Fiscal year 2021 was a 53-week year, with the extra week having occurred in the first fiscal month of the first quarter.
Recently Adopted	**Recently Adopted** For the three and nine months ended January 28, 2022, there were no newly adopted accounting pronouncements that had a material impact to our consolidated financial statements. As of January 28, 2022, there are no recently issued but not yet adopted accounting pronouncements that are expected to materially impact our consolidated financial statements.

Revenue (Tables)

	9 Months Ended
	Jan. 28, 2022

Revenue from Contract with Customer [Abstract]

Disaggregation of Revenue

The table below illustrates net sales by segment and division for the three and nine months ended January 28, 2022

(in millions)	Three months ended		N
	January 28, 2022	January 29, 2021	January 28, 2
Cardiac Rhythm & Heart Failure	$ 1,402	$ 1,371	$ 4
Structural Heart & Aortic	740	730	2
Coronary & Peripheral Vascular	603	605	1
Cardiovascular	2,745	2,707	8
Surgical Innovations	1,519	1,423	4
Respiratory, Gastrointestinal, & Renal	771	890	2
Medical Surgical	2,290	2,313	6
Cranial & Spinal Technologies	1,102	1,081	3
Specialty Therapies	633	618	1
Neuromodulation	409	426	1
Neuroscience	2,144	2,126	6
Diabetes	584	630	1
Total	$ 7,763	$ 7,775	$ 23

The table below illustrates net sales by market geography for each segment for the three and nine months ended January 28, 2022 and January 29,

	U.S.(1)		Non-U.S. Developed Markets(2)		Er
	Three months ended		Three months ended		Th
(in millions)	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021	January 28, 2
Cardiovascular	$ 1,297	$ 1,272	$ 935	$ 941	$
Medical Surgical	990	959	812	868	
Neuroscience	1,397	1,401	431	444	
Diabetes	255	307	261	268	
Total	$ 3,939	$ 3,939	$ 2,438	$ 2,522	$

	U.S.(1)		Non-U.S. Developed Markets(2)		Er
	Nine months ended		Nine months ended		N
(in millions)	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021	January 28, 2
Cardiovascular	$ 4,090	$ 3,854	$ 2,886	$ 2,739	$
Medical Surgical	2,950	2,677	2,521	2,425	
Neuroscience	4,237	3,934	1,330	1,246	
Diabetes	760	879	780	733	
Total	$ 12,038	$ 11,344	$ 7,517	$ 7,143	$ 4

(1) U.S. includes the United States and U.S. territories.

(2) Non-U.S. developed markets include Japan, Australia, New Zealand, Korea, Canada, and the countries within Western Europe.

(3) Emerging markets include the countries of the Middle East, Africa, Latin America, Eastern Europe, and the countries of Asia that are not included in the no defined above.

Acquisitions (Tables)

9 Months Ended Jan. 28, 2022

Business Combination and Asset Acquisition [Abstract]

Reconciliation of Beginning and Ending Balances of Contingent Consideration

The following table provides a reconciliation of the beginning and ending balances of contingent consideration:

(in millions)	Three months ended January 28, 2022	Three months ended January 29, 2021	N... January 28, 2...
Beginning balance	$ 269	$ 461	$
Purchase price contingent consideration	—	95	
Purchase price allocation adjustments	—	—	
Payments	(41)	(127)	
Change in fair value	(81)	11	
Ending balance	$ 147	$ 440	$

Fair Value Measurements, Contingent Consideration, Significant Unobservable Inputs

The recurring Level 3 fair value measurements of contingent consideration for which a liability is recorded include the fo unobservable inputs:

(in millions)	Fair Value at January 28, 2022	Unobservable Input	Range
		Discount rate	11.2% - 27.2%
Revenue and other performance-based payments	$114	Probability of payment	30% - 100%
		Projected fiscal year of payment	2022 - 2027
		Discount rate	5.5%
Product development and other milestone-based payments	$33	Probability of payment	70% - 100%
		Projected fiscal year of payment	2022 - 2025

(1) Unobservable inputs were weighted by the relative fair value of the contingent consideration liability. For projected fiscal year of payment, the amount repre and is not a weighted average.

Restructuring and Other Costs (Tables)	9 Months Ended Jan. 28, 2022
Restructuring and Related Activities [Abstract]	
Restructuring and Related Costs	The following table summarizes the activity related to the Enterprise Excellence restructuring program for the nine months ended January 28, 202

(in millions)	Employee Termination Benefits		Associated Costs[1]		Other Cos
April 30, 2021	$	64	$	18	$
Charges		31		175	
Cash payments		(32)		(177)	
Accrual adjustments[2]		(5)		—	
January 28, 2022	$	58	$	16	$

(1) Associated costs include costs incurred as a direct result of the restructuring program, such as salaries for employees supporting the program and consulting e

(2) Accrual adjustments relate to certain employees identified for termination finding other positions within the Company and contract terminations being s estimated.

The following table summarizes the activity related to the Simplification restructuring program for nine months e

(in millions)	Employee Termination Benefits		Associated Co
April 30, 2021	$	59	$
Charges		17	
Cash payments		(61)	
Accrual adjustments[2]		(6)	
January 28, 2022	$	9	$

(1) Associated costs include costs incurred as a direct result of the restructuring program, such as salaries for employees supporting the program and consulting ex

(2) Accrual adjustments relate to certain employees identified for termination finding other positions within the Company.

Financial Instruments (Tables)

9 Months Ended Jan. 28, 2022

Investments [Abstract]

Investments by Category and Related Balance Sheet Presentation

The following tables summarize the Company's investments in available-for-sale debt securities by significant investment related consolidated balance sheet classification at January 28, 2022 and April 30, 2021:

(in millions)	January 28, 2022 Valuation Cost	Unrealized Gains	Unrealized Losses	Fair Value	
Level 1:					
U.S. government and agency securities	$ 515	$ 11	$ (2)	$ 525	$
Level 2:					
Corporate debt securities	4,964	39	(40)	4,963	
U.S. government and agency securities	1,010	—	(17)	993	
Mortgage-backed securities	620	7	(15)	612	
Non-U.S. government and agency securities	17	—	—	18	
Certificates of deposit	45	—	—	45	
Other asset-backed securities	588	1	(2)	587	
Total Level 2	7,244	48	(74)	7,218	
Level 3:					
Auction rate securities	36	—	(3)	33	
Total available-for-sale debt securities	$ 7,796	$ 59	$ (79)	$ 7,776	$

(in millions)	April 30, 2021 Valuation Cost	Unrealized Gains	Unrealized Losses	Fair Value	
Level 1:					
U.S. government and agency securities	$ 505	$ 26	$ (3)	$ 528	$
Level 2:					
Corporate debt securities	4,557	103	(13)	4,647	
U.S. government and agency securities	810	—	(7)	804	
Mortgage-backed securities	645	21	(16)	650	
Non-U.S. government and agency securities	31	1	—	33	
Certificates of deposit	19	—	—	19	
Other asset-backed securities	534	4	(1)	537	
Debt funds	7	—	—	7	
Total Level 2	6,603	129	(36)	6,696	
Level 3:					
Auction rate securities	36	—	(3)	33	
Total available-for-sale debt securities	$ 7,144	$ 155	$ (42)	$ 7,257	$

Gross Unrealized Losses and Fair Values of Available-for-sale Securities that Have Been in a Continuous Unrealized Loss Position Deemed to be Temporary, Aggregated by Investment Category

The following tables present the gross unrealized losses and fair values of the Company's available-for-sale debt securities that have been loss position deemed to be temporary, aggregated by investment category at January 28, 2022

	January 28, 2022		
	Less than 12 months		Mo
(in millions)	Fair Value	Unrealized Losses	Fair Valu
U.S. government and agency securities	$ —	$ —	$
Corporate debt securities	—	—	
Mortgage-backed securities	—	—	
Other asset-backed securities	—	—	
Auction rate securities	—	—	
Total	$ —	$ —	$

	April 30, 2021		
	Less than 12 months		Mo
(in millions)	Fair Value	Unrealized Losses	Fair Valu
U.S. government and agency securities	$ 946	$ (10)	$
Corporate debt securities	—	—	
Mortgage-backed securities	—	—	
Other asset-backed securities	—	—	
Auction rate securities	—	—	
Total	$ 946	$ (10)	$

Activity Related to the Company's Available-for-Sale Securities Portfolio

Activity related to the Company's available-for-sale debt securities portfolio is as follows:

	Three months ended		N
(in millions)	January 28, 2022	January 29, 2021	January 28,
Proceeds from sales	$ 2,481	$ 2,406	$
Gross realized gains	3	4	
Gross realized losses	(6)	(4)	

Available-For-Sale Debt Securities, Contractual Maturities

The January 28, 2022 balance of available-for-sale debt securities by contractual maturity is shown in the following table. Within the table, ma securities have been allocated based upon timing of estimated cash flows assuming no change in the current interest rate environment. Actual contractual maturities because the issuers of the securities may have the right to prepay obligations without prepayment penalties.

(in millions)
Due in one year or less
Due after one year through five years
Due after five years through ten years
Due after ten years
Total

Summary of Equity and Other Investments

The following table summarizes the Company's equity and other investments at January 28, 2022 and April 30, 2021, which are classified as *othe* balance sheets:

(in millions)	January 28,
Investments with readily determinable fair value (marketable equity securities)	$
Investments without readily determinable fair values	
Equity method and other investments	
Total equity and other investments	$

[Activity Related to the Company's Equity and Other Investments Portfolio]

The table below includes activity related to the Company’s portfolio of equity and other investments. Gains and losses on equity and other investm
non-operating income, net in the consolidated statements of income.

	Three months ended		N
(in millions)	January 28, 2022	January 29, 2021	January 28,
Proceeds from sales	$ 15	$ 10	$
Gross gains	29	18	
Gross losses	(28)	—	
Impairment losses recognized	—	—	

Financing Arrangements (Tables)

Debt Disclosure [Abstract]

Long-term Debt

9 Months Ended Jan. 28, 2022

The Company's debt obligations consisted of the following:

(in millions)	**Maturity by Fiscal Year**	**January 28, 2022**
Current debt obligations	2022 - 2023	$ 8
Long-term debt		
0.000 percent three-year 2019 senior notes	2023	[illegible]
0.375 percent four-year 2019 senior notes	2023	1,6
0.000 percent two-year 2020 senior notes	2023	1,4
3.500 percent ten-year 2015 senior notes	2025	1,8
0.250 percent six-year 2019 senior notes	2026	1,1
0.000 percent five-year 2020 senior notes	2026	1,1
1.125 percent eight-year 2019 senior notes	2027	1,6
3.350 percent ten-year 2017 senior notes	2027	3
0.375 percent eight-year 2020 senior notes	2029	1,1
1.625 percent twelve-year 2019 senior notes	2031	1,1
1.000 percent twelve-year 2019 senior notes	2032	1,1
0.750 percent twelve-year 2020 senior notes	2033	1,1
4.375 percent twenty-year 2015 senior notes	2035	1,9
6.550 percent thirty-year 2007 CIFSA senior notes	2038	2
2.250 percent twenty-year 2019 senior notes	2039	1,1
6.500 percent thirty-year 2009 senior notes	2039	1
1.500 percent twenty-year 2019 senior notes	2040	1,1
5.550 percent thirty-year 2010 senior notes	2040	2
1.375 percent twenty-year 2020 senior notes	2041	1,1
4.500 percent thirty-year 2012 senior notes	2042	1
4.000 percent thirty-year 2013 senior notes	2043	3
4.625 percent thirty-year 2014 senior notes	2044	1
4.625 percent thirty-year 2015 senior notes	2045	1,8
1.750 percent thirty-year 2019 senior notes	2050	1,1
1.625 percent thirty-year 2020 senior notes	2051	1,1
Finance lease obligations	2022 - 2036	
Deferred financing costs	2022 - 2051	(1
Debt discount, net	2022 - 2051	(
Long-term debt		$ 24,2

Derivatives and Currency Exchange Risk Management (Tables)

	9 Months Ended
	Jan. 28, 2022

Derivative Instruments and Hedging Activities Disclosure [Abstract]

Gains and Losses on Derivative Instruments

The amount of the gains and losses on our hedging instruments and derivative instruments not designated as hedging instruments and the class losses within our consolidated financial statements for the three and nine months ended January 28, 2022 and January 29, 2021 were as follows:

	(Gain) Loss Recognized in Accumulated Other Comprehensive Income				(Gain) Loss Reclassified into Income				
	Three months ended		Nine months ended		Three months ended		Nine months ended		
(in millions)	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021	Loc
Cash flow hedges									
Currency exchange rate contracts	$ (180)	$ 230	$ (502)	$ 632	$ (56)	$ 17	$ (51)	$ (38)	Othe expe
Currency exchange rate contracts	41	52	84	101	17	4	42	4	Cost
Net investment hedges	(475)	587	(1,254)	1,863	—	—	—	—	N/A
Total	$ (614)	$ 869	$ (1,672)	$ 2,596	$ (39)	$ 21	$ (9)	$ (34)	

	(Gain) Loss Recognized in Income		(Gain) Loss Recognized in Income		
	Three months ended		Nine months ended		
(in millions)	January 28, 2022	January 29, 2021	January 28, 2022	January 29, 2021	Locati
Derivatives not designated as hedging instruments					
Currency exchange rate contracts	$ (34)	$ 47	$ (67)	$ 172	Other ope net
Total return swaps	10	(26)	(15)	(54)	Other ope net
Total	$ (24)	$ 21	$ (82)	$ 118	

Classification and Fair Value Amounts of Derivative Instruments in Balance Sheets

The following tables summarize the balance sheet classification and fair value of derivative instruments included in the consolidated balance she April 30, 2021. The fair value amounts are presented on a gross basis and are segregated between derivatives that are designated and qualify as hed that are not designated and do not qualify as hedging instruments and are further segregated by type of contract within those two categories.

	Fair Value - Assets			Fair Valu	
(in millions)	January 28, 2022	April 30, 2021	Classification	January 28, 2022	April 30, 2021
Derivatives designated as hedging instruments					
Currency exchange rate contracts	$ 227	$ 49	Other current assets	$ 80	$ 190
Currency exchange rate contracts	84	22	Other assets	62	94
Total derivatives designated as hedging instruments	311	70		142	285
Derivatives not designated as hedging instruments					
Currency exchange rate contracts	15	14	Other current assets	20	11
Total return swaps	—	18	Other current assets	15	—
Total derivatives not designated as hedging instruments	15	32		35	11
Total derivatives	$ 326	$ 102		$ 177	$ 296

Derivative Assets and Liabilities Measured at Fair Value on a Recurring Basis

The following table provides information by level for the derivative assets and liabilities that are measured at fair value on a recurring basis.

(in millions)	January 28, 2022 Level 1	Level 2	Level 1
Derivative assets	$ 326	$ —	$
Derivative liabilities	162	15	

Offsetting Assets

The following tables provide information as if the Company had elected to offset the asset and liability balances of deriva
netted in accordance with various criteria as stipulated by the terms of the master netting arrangements with each of the c
Derivatives not subject to master netting arrangements are not eligible for net presentation.

	January 28, 2022		
		Gross Amount Not Offset on the Balanc	
(in millions)	Gross Amount of Recorded Assets (Liabilities)	Financial Instruments	Cash Collateral (Received
Derivative assets:			
Currency exchange rate contracts	$ 326	$ (104)	$
Derivative liabilities:			
Currency exchange rate contracts	(162)	104	
Total return swaps	(15)	—	
	(177)	104	
Total	$ 149	$ —	$

	April 30, 2021		
		Gross Amount Not Offset on the Balanc	
(in millions)	Gross Amount of Recorded Assets (Liabilities)	Financial Instruments	Cash Collateral (Received
Derivative assets:			
Currency exchange rate contracts	$ 85	$ (83)	$
Total return swaps	18	—	
	102	(83)	
Derivative liabilities:			
Currency exchange rate contracts	(296)	83	
Total	$ (193)	$ —	$

Offsetting Liabilities

The following tables provide information as if the Company had elected to offset the asset and liability balances of deriva
netted in accordance with various criteria as stipulated by the terms of the master netting arrangements with each of the c
Derivatives not subject to master netting arrangements are not eligible for net presentation.

	January 28, 2022		
		Gross Amount Not Offset on the Balanc	
(in millions)	Gross Amount of Recorded Assets (Liabilities)	Financial Instruments	Cash Collateral (Received
Derivative assets:			
Currency exchange rate contracts	$ 326	$ (104)	$
Derivative liabilities:			
Currency exchange rate contracts	(162)	104	
Total return swaps	(15)	—	
	(177)	104	
Total	$ 149	$ —	$

	April 30, 2021		
		Gross Amount Not Offset on the Balanc	
(in millions)	Gross Amount of Recorded Assets (Liabilities)	Financial Instruments	Cash Collateral (Received
Derivative assets:			
Currency exchange rate contracts	$ 85	$ (83)	$
Total return swaps	18	—	
	102	(83)	
Derivative liabilities:			
Currency exchange rate contracts	(296)	83	
Total	$ (193)	$ —	$

Inventories (Tables)

	9 Months Ended Jan. 28, 2022
Inventory Disclosure [Abstract]	
Inventory Balances	Inventory balances, net of reserves, were as follows:

(in millions)	January 28, 2
Finished goods	$ 2
Work in-process	
Raw materials	
Total	$ 4

Goodwill and Other Intangible Assets (Tables)	9 Months Ended Jan. 28, 2022

Goodwill and Intangible Assets Disclosure [Abstract]

Changes in the Carrying Amount of Goodwill

The following table presents the changes in the carrying amount of goodwill by segment:

(in millions)	Cardiovascular	Medical Surgical	Neuroscience	Diabetes
April 30, 2021	$ 7,209	$ 21,195	$ 11,300	$ [illegible]
Goodwill as a result of acquisitions	55	—	26	
Purchase accounting adjustments	26	3	3	
Currency translation and other	(58)	(575)	(92)	
January 28, 2022	$ 7,232	$ 20,623	$ 11,237	$ [illegible]

Gross Carrying Amount and Accumulated Amortization of Definite-Lived Intangible Assets

The following table presents the gross carrying amount and accumulated amortization of intangible assets:

	January 28, 2022		
(in millions)	Gross Carrying Amount	Accumulated Amortization	Gross Carry[illegible] Amount
Definite-lived:			
Customer-related	$ 16,990	$ (6,775)	$ [illegible]
Purchased technology and patents	10,834	(5,506)	[illegible]
Trademarks and tradenames	474	(262)	
Other	78	(66)	
Total	$ 28,376	$ (12,609)	$ [illegible]
Indefinite-lived:			
IPR&D	$ 311	$ —	$

Gross Carrying Amount of Indefinite-Lived Intangible Assets

The following table presents the gross carrying amount and accumulated amortization of intangible assets:

	January 28, 2022		
(in millions)	Gross Carrying Amount	Accumulated Amortization	Gross Carry[illegible] Amount
Definite-lived:			
Customer-related	$ 16,990	$ (6,775)	$ [illegible]
Purchased technology and patents	10,834	(5,506)	[illegible]
Trademarks and tradenames	474	(262)	
Other	78	(66)	
Total	$ 28,376	$ (12,609)	$ [illegible]
Indefinite-lived:			
IPR&D	$ 311	$ —	$

Estimated Future Aggregate Amortization Expense, Definite-Lived Intangible Assets

Estimated aggregate amortization expense by fiscal year based on the carrying value of definite-lived intangible assets at excluding any possible future amortization associated with acquired IPR&D which has not yet met technological feasibili

(in millions)	
Remaining 2022	
2023	
2024	
2025	
2026	
2027	

Earnings Per Share (Tables)	9 Months Ended Jan. 28, 2022
Earnings Per Share [Abstract]	
Computation of Basic and Diluted Earnings Per Share	The table below sets forth the computation of basic and diluted earnings per share:

(in millions, except per share data)	Three months ended January 28, 2022	Three months ended January 29, 2021	N... January 28, ...
Numerator:			
Net income attributable to ordinary shareholders	$ 1,480	$ 1,270	$
Denominator:			
Basic – weighted average shares outstanding	1,343.7	1,346.4	1,
Effect of dilutive securities:			
Employee stock options	5.2	7.3	
Employee restricted stock units	1.3	2.0	
Other	0.1	0.3	
Diluted – weighted average shares outstanding	1,350.3	1,356.0	1,
Basic earnings per share	$ 1.10	$ 0.94	$
Diluted earnings per share	$ 1.10	$ 0.94	$

Stock-Based Compensation (Tables)

9 Months Ended Jan. 28, 2022

Share-based Payment Arrangement [Abstract]

Components and Classification of Stock-based Compensation Expense

The following table presents the components and classification of stock-based compensation expense for stock options, restricted stock, pe
employee stock purchase plan shares recognized for the three and nine months ended January 28, 2022 and January 29, 2021:

	Three months ended		N
(in millions)	January 28, 2022	January 29, 2021	January 28,
Stock options	$ 13	$ 10	$
Restricted stock	45	41	
Performance share units	13	7	
Employee stock purchase plan	7	7	
Total stock-based compensation expense	$ 78	$ 65	$
Cost of products sold	$ 8	$ 7	$
Research and development expense	9	7	
Selling, general, and administrative expense	62	51	
Total stock-based compensation expense	78	65	
Income tax benefits	(13)	(11)	
Total stock-based compensation expense, net of tax	$ 65	$ 54	$

Retirement Benefit Plans (Tables)	9 Months Ended Jan. 28, 2022
Retirement Benefits [Abstract]	
Components of Net Periodic Benefit Cost	The net periodic benefit cost of the defined benefit pension plans included the following components for the three and nir January 28, 2022 and January 29, 2021:

	U.S.		
	Three months ended		Th
(in millions)	January 28, 2022	January 29, 2021	January 28, 2
Service cost	$ 25	$ 26	$
Interest cost	26	28	
Expected return on plan assets	(57)	(60)	
Amortization of net actuarial loss	16	17	
Net periodic benefit cost	$ 10	$ 11	$

	U.S.		
	Nine months ended		N
(in millions)	January 28, 2022	January 29, 2021	January 28, 2
Special termination benefits	$ —	$ 80	$
Service cost	75	80	
Interest cost	78	82	
Expected return on plan assets	(171)	(182)	
Amortization of net actuarial loss	48	52	
Net periodic benefit cost	$ 30	$ 112	$

Accumulated Other Comprehensive Loss (Tables)	9 Months Ended
	Jan. 28, 2022
Equity [Abstract]	
Changes in AOCI by Component	The following table provides changes in AOCI, net of tax, and by component:

(in millions)	Unrealized Gain (Loss) on Investment Securities	Cumulative Translation Adjustments	Net Investment Hedges	Net Change in Retirement Obligations	Unrealize (Loss) on C Hedg
April 30, 2021	$ 92	$ (519)	$ (1,458)	$ (1,347)	$
Other comprehensive income (loss) before reclassifications	(112)	(960)	1,254	10	
Reclassifications	(2)	—	—	46	
Other comprehensive income (loss)	(114)	(960)	1,254	56	
January 28, 2022	$ (22)	$ (1,479)	$ (204)	$ (1,291)	$

(in millions)	Unrealized Gain (Loss) on Investment Securities	Cumulative Translation Adjustment	Net Investment Hedges	Net Change in Retirement Obligations	Unrealize (Loss) on C Hedg
April 24, 2020	$ —	$ (2,210)	$ 236	$ (1,852)	$
Other comprehensive income (loss) before reclassifications	138	1,943	(1,863)	(26)	
Reclassifications	(1)	—	—	54	
Other comprehensive income (loss)	137	1,943	(1,863)	28	
January 29, 2021	$ 137	$ (267)	$ (1,627)	$ (1,824)	$

Segment and Geographic Information (Tables)	9 Months Ended Jan. 28, 2022
Segment Reporting [Abstract]	
Income From Operations Before Income Taxes by Reportable Segment and Reconciliation to Consolidated	The following tables present reconciliations of financial information from the segments to the applicable line items in the Company's consolidated

Segment Operating Profit

	Three months ended		N
(in millions)	January 28, 2022	January 29, 2021	January 28,
Cardiovascular	$ 1,077	$ 994	$
Medical Surgical	923	890	
Neuroscience	903	861	
Diabetes	161	177	
Segment operating profit	3,064	2,922	
Interest expense	(137)	(143)	
Other non-operating income, net	67	86	
Amortization of intangible assets	(432)	(453)	(
Corporate	(483)	(398)	(
Centralized distribution costs	(401)	(458)	(
Restructuring and associated costs	(78)	(160)	
Acquisition-related items	50	(35)	
Certain litigation charges, net	(35)	(122)	
MCS impairments / costs	—	—	
Medical device regulations	(25)	(21)	
Income before income taxes	$ 1,589	$ 1,220	$

Net Sales to External Customers by Geography

The following table presents net sales for the three and nine months ended January 28, 2022 and January 29, 2021 for the domicile, countries with significant concentrations, and all other countries:

	Three months ended		N
(in millions)	January 28, 2022	January 29, 2021	January 28, 2
Ireland	$ 24	$ 25	$
United States	3,939	3,939	11
Rest of world	3,800	3,811	1
Total other countries, excluding Ireland	7,739	7,750	2
Total	$ 7,763	$ 7,775	$ 2

Revenue - Disaggregation of Net Sales by Segment and Division (Details) - USD ($) $ in Millions	3 Months Ended		9 Months Ended	
	Jan. 28, 2022	Jan. 29, 2021	Jan. 28, 2022	Jan. 29, 2021
Disaggregation of Revenue [Line Items]				
Net sales	$ 7,763	$ 7,775	$ 23,597	$ 21,929
Cardiovascular				
Disaggregation of Revenue [Line Items]				
Net sales	2,745	2,707	8,462	7,865
Cardiovascular | Cardiac Rhythm & Heart Failure				
Disaggregation of Revenue [Line Items]				
Net sales	1,402	1,371	4,356	4,045
Cardiovascular | Structural Heart & Aortic				
Disaggregation of Revenue [Line Items]				
Net sales	740	730	2,277	2,090
Cardiovascular | Coronary & Peripheral Vascular				
Disaggregation of Revenue [Line Items]				
Net sales	603	605	1,829	1,730
Medical Surgical				
Disaggregation of Revenue [Line Items]				
Net sales	2,290	2,313	6,910	6,399
Medical Surgical | Surgical Innovations				
Disaggregation of Revenue [Line Items]				
Net sales	1,519	1,423	4,570	3,896
Medical Surgical | Respiratory, Gastrointestinal, & Renal				
Disaggregation of Revenue [Line Items]				
Net sales	771	890	2,341	2,502
Neuroscience				
Disaggregation of Revenue [Line Items]				
Net sales	2,144	2,126	6,484	5,900
Neuroscience | Cranial & Spinal Technologies				
Disaggregation of Revenue [Line Items]				
Net sales	1,102	1,081	3,292	3,096
Neuroscience | Specialty Therapies				
Disaggregation of Revenue [Line Items]				
Net sales	633	618	1,908	1,653
Neuroscience | Neuromodulation				
Disaggregation of Revenue [Line Items]				
Net sales	409	426	1,285	1,152
Diabetes				
Disaggregation of Revenue [Line Items]				
Net sales	$ 584	$ 630	$ 1,741	$ 1,766

Revenue - Disaggregation of Net Sales by Market Geography for Each Segment (Details) - USD ($) $ in Millions	3 Months Ended		9 Months Ended	
	Jan. 28, 2022	Jan. 29, 2021	Jan. 28, 2022	Jan. 29, 2021
Disaggregation of Revenue [Line Items]				
Net sales	$ 7,763	$ 7,775	$ 23,597	$ 21,929
U.S.				
Disaggregation of Revenue [Line Items]				
Net sales	3,939	3,939	12,038	11,344
Non-U.S. Developed Markets				
Disaggregation of Revenue [Line Items]				
Net sales	2,438	2,522	7,517	7,143
Emerging Markets				
Disaggregation of Revenue [Line Items]				
Net sales	1,385	1,314	4,043	3,443
Cardiovascular				
Disaggregation of Revenue [Line Items]				
Net sales	2,745	2,707	8,462	7,865
Cardiovascular | U.S.				
Disaggregation of Revenue [Line Items]				
Net sales	1,297	1,272	4,090	3,854
Cardiovascular | Non-U.S. Developed Markets				
Disaggregation of Revenue [Line Items]				
Net sales	935	941	2,886	2,739
Cardiovascular | Emerging Markets				
Disaggregation of Revenue [Line Items]				
Net sales	513	493	1,486	1,271
Medical Surgical				
Disaggregation of Revenue [Line Items]				
Net sales	2,290	2,313	6,910	6,399
Medical Surgical | U.S.				
Disaggregation of Revenue [Line Items]				
Net sales	990	959	2,950	2,677
Medical Surgical | Non-U.S. Developed Markets				
Disaggregation of Revenue [Line Items]				
Net sales	812	868	2,521	2,425
Medical Surgical | Emerging Markets				
Disaggregation of Revenue [Line Items]				
Net sales	488	486	1,439	1,297
Neuroscience				
Disaggregation of Revenue [Line Items]				
Net sales	2,144	2,126	6,484	5,900
Neuroscience | U.S.				

Disaggregation of Revenue [Line Items]				
Net sales	1,397	1,401	4,237	3,934
Neuroscience | Non-U.S. Developed Markets				
Disaggregation of Revenue [Line Items]				
Net sales	431	444	1,330	1,246
Neuroscience | Emerging Markets				
Disaggregation of Revenue [Line Items]				
Net sales	316	280	918	720
Diabetes				
Disaggregation of Revenue [Line Items]				
Net sales	584	630	1,741	1,766
Diabetes | U.S.				
Disaggregation of Revenue [Line Items]				
Net sales	255	307	760	879
Diabetes | Non-U.S. Developed Markets				
Disaggregation of Revenue [Line Items]				
Net sales	261	268	780	733
Diabetes | Emerging Markets				
Disaggregation of Revenue [Line Items]				
Net sales	$ 68	$ 55	$ 201	$ 154

Revenue - Narrative (Details) - USD ($) $ in Millions	9 Months Ended Jan. 28, 2022	Apr. 30, 2021
Disaggregation of Revenue [Line Items]		
Deferred revenue	$ 392	$ 368
Revenue recognized that was previously included in deferred revenue	192	
Estimated revenue expected to be recognized in future periods related to unsatisfied performance obligations	$ 1,000	
Period over which remaining performance obligations are expected to be recognized as revenue	four years	
Other accrued expenses		
Disaggregation of Revenue [Line Items]		
Rebate obligations	$ 1,000	906
Deferred revenue	296	276
Reduction of accounts receivable		
Disaggregation of Revenue [Line Items]		
Rebate obligations	553	485
Other liabilities		
Disaggregation of Revenue [Line Items]		
Deferred revenue	$ 97	$ 93

Acquisitions - Narrative (Details) - USD ($) $ in Millions	9 Months Ended					
	Jan. 28, 2022	Jan. 29, 2021	Oct. 29, 2021	Apr. 30, 2021	Oct. 30, 2020	Apr. 24, 2020
Business Acquisition [Line Items]						
Goodwill	$ 41,346			$ 41,961		
Gain related to change in amounts accrued for certain contingent liabilities for recent acquisition		$ 132				
Contingent consideration liabilities	147	440	$ 269	270	$ 461	$ 280
All acquisitions						
Business Acquisition [Line Items]						
Net assets acquired	125	1,200				
Assets acquired	154	1,300				
Liabilities assumed	29	159				
Goodwill	80	805				
Contingent consideration liability	31	253				
Technology-Based Intangible Assets | All acquisitions						
Business Acquisition [Line Items]						
Intangible assets acquired	$ 50	$ 407				
Technology-Based Intangible Assets | Minimum | All acquisitions						
Business Acquisition [Line Items]						
Estimated useful life	15 years	8 years				
Technology-Based Intangible Assets | Maximum | All acquisitions						
Business Acquisition [Line Items]						
Estimated useful life	16 years	15 years				
IPR&D						
Business Acquisition [Line Items]						
Asset acquisition	$ 101					
Other accrued expenses						
Business Acquisition [Line Items]						
Contingent consideration liabilities	42			78		
Other liabilities						
Business Acquisition [Line Items]						
Contingent consideration liabilities	$ 105			$ 192		

Acquisitions - Reconciliation of Beginning and Ending Balances of Contingent Consideration (Details) - USD ($) $ in Millions	3 Months Ended		9 Months Ended	
	Jan. 28, 2022	Jan. 29, 2021	Jan. 28, 2022	Jan. 29, 2021
Reconciliation of Beginning and Ending Balances of Contingent Milestone Payments [Roll Forward]				
Beginning balance	$ 269	$ 461	$ 270	$ 280
Purchase price contingent consideration	0	95	31	253
Purchase price allocation adjustments	0	0	25	0
Payments	(41)	(127)	(83)	(129)
Change in fair value	(81)	11	(97)	36
Ending balance	$ 147	$ 440	$ 147	$ 440

Acquisitions - Fair Value Measurement, Contingent Consideration, Significant Unobservable Inputs (Details) $ in Millions	Jan. 28, 2022 USD ($)	Oct. 29, 2021 USD ($)	Apr. 30, 2021 USD ($)	Jan. 29, 2021 USD ($)	Oct. 30, 2020 USD ($)	Apr. 24, 2020 USD ($)
Fair Value Inputs, Liabilities, Quantitative Information [Line Items] (Deprecated 2018-01-31)						
Contingent consideration, fair value	$ 147	$ 269	$ 270	$ 440	$ 461	$ 280
Revenue and other performance-based payments | Recurring | Level 3						
Fair Value Inputs, Liabilities, Quantitative Information [Line Items] (Deprecated 2018-01-31)						
Contingent consideration, fair value	$ 114					
Revenue and other performance-based payments | Minimum | Recurring | Level 3 | Discount rate						
Fair Value Inputs						
Contingent consideration, significant unobservable inputs	0.112					
Revenue and other performance-based payments | Minimum | Recurring | Level 3 | Probability of payment						
Fair Value Inputs						
Contingent consideration, significant unobservable inputs	0.30					
Revenue and other performance-based payments | Maximum | Recurring | Level 3 | Discount rate						
Fair Value Inputs						
Contingent consideration, significant unobservable inputs	0.272					
Revenue and other performance-based payments | Maximum | Recurring | Level 3 | Probability of payment						
Fair Value Inputs						
Contingent consideration, significant unobservable inputs	1					
Revenue and other performance-based payments | Weighted Average | Recurring | Level 3 | Discount rate						
Fair Value Inputs						
Contingent consideration, significant unobservable inputs	0.146					
Revenue and other performance-based payments | Weighted Average | Recurring | Level 3 | Probability of payment						
Fair Value Inputs						
Contingent consideration, significant unobservable inputs	0.988					
Product development and other milestone-based payments | Recurring | Level 3						
Fair Value Inputs, Liabilities, Quantitative Information [Line Items] (Deprecated 2018-01-31)						
Contingent consideration, fair value	$ 33					
Product development and other milestone-based payments | Recurring | Level 3 | Discount rate						

Fair Value Inputs

Contingent consideration, significant unobservable inputs	0.055

Product development and other milestone-based payments | Minimum | Recurring | Level 3 | Probability of payment

Fair Value Inputs

Contingent consideration, significant unobservable inputs	0.70

Product development and other milestone-based payments | Maximum | Recurring | Level 3 | Probability of payment

Fair Value Inputs

Contingent consideration, significant unobservable inputs	1

Product development and other milestone-based payments | Weighted Average | Recurring | Level 3 | Discount rate

Fair Value Inputs

Contingent consideration, significant unobservable inputs	0.055

Product development and other milestone-based payments | Weighted Average | Recurring | Level 3 | Probability of payment

Fair Value Inputs

Contingent consideration, significant unobservable inputs	0.834

Restructuring and Other Costs - Narrative (Details) patient in Thousands	3 Months Ended			9 Months Ended		
	Jan. 28, 2022 USD ($)	Jul. 30, 2021 USD ($)	Jan. 29, 2021 USD ($)	Jan. 28, 2022 USD ($)	Jan. 29, 2021 USD ($)	Jun. 03, 2021 patient
Restructuring Cost and Reserve [Line Items]						
Restructuring charges, net	$ 12,000,000		$ 83,000,000	$ 32,000,000	$ 235,000,000	
MCS asset impairment and inventory write-down				515,000,000	0	
Definite-lived intangible asset charges	0		0		0	
Cardiovascular						
Restructuring Cost and Reserve [Line Items]						
Restructuring write down and impairment provisions		$ 726,000,000				
MCS asset impairment and inventory write-down		515,000,000				
Definite-lived intangible asset charges		409,000,000		409,000,000		
Inventory write-down		58,000,000				
Other restructuring costs		211,000,000				
Restructuring reserve, current	64,000,000			64,000,000		
Restructuring reserve, noncurrent	19,000,000			19,000,000		
Number of mechanical circulatory support patients (in patients) | patient						4
Cost of products sold | Cardiovascular						
Restructuring Cost and Reserve [Line Items]						
Restructuring write down and impairment provisions		58,000,000				
Other operating (income) expense, net | Cardiovascular						
Restructuring Cost and Reserve [Line Items]						
Restructuring write down and impairment provisions		$ 668,000,000				
Enterprise Excellence						
Restructuring Cost and Reserve [Line Items]						
Restructuring charges, net	65,000,000		77,000,000	201,000,000	241,000,000	
Charges				206,000,000		
Enterprise Excellence | Cost of products sold						

Restructuring Cost and Reserve [Line Items]				
Charges	26,000,000	36,000,000	90,000,000	95,000,000
Enterprise Excellence | Selling, general, and administrative expense				
Restructuring Cost and Reserve [Line Items]				
Charges	28,000,000	30,000,000	85,000,000	125,000,000
Enterprise Excellence | Pre-tax exit and disposal costs and other				
Restructuring Cost and Reserve [Line Items]				
Cost incurred to date	1,500,000,000		1,500,000,000	
Enterprise Excellence | Minimum | Pre-tax exit and disposal costs and other				
Restructuring Cost and Reserve [Line Items]				
Expected cost	1,600,000,000		1,600,000,000	
Enterprise Excellence | Maximum | Pre-tax exit and disposal costs and other				
Restructuring Cost and Reserve [Line Items]				
Expected cost	1,800,000,000		1,800,000,000	
Simplification				
Restructuring Cost and Reserve [Line Items]				
Restructuring charges, net	15,000,000	84,000,000	39,000,000	229,000,000
Charges			45,000,000	
Incremental expense related to acceptance of voluntary early retirement packages				97,000,000
Simplification | Selling, general, and administrative expense				
Restructuring Cost and Reserve [Line Items]				
Restructuring charges, net	12,000,000	$ 11,000,000	28,000,000	$ 14,000,000
Simplification | Pre-tax exit and disposal costs and other				
Restructuring Cost and Reserve [Line Items]				
Cost incurred to date	307,000,000		307,000,000	
Simplification | Minimum | Pre-tax exit and disposal costs and other				

Restructuring Cost and Reserve [Line Items]		
Expected cost	400,000,000	400,000,000
Simplification | Maximum | Pre-tax exit and disposal costs and other		
Restructuring Cost and Reserve [Line Items]		
Expected cost	$ 450,000,000	$ 450,000,000

Restructuring and Other Costs - Activity Related to Restructuring Programs (Details) $ in Millions	9 Months Ended Jan. 28, 2022 USD ($)
Enterprise Excellence	
Restructuring Reserve [Roll Forward]	
Beginning balance	$ 83
Charges	206
Cash payments	(210)
Accrual adjustments	(5)
Ending balance	74
Enterprise Excellence | Employee Termination Benefits	
Restructuring Reserve [Roll Forward]	
Beginning balance	64
Charges	31
Cash payments	(32)
Accrual adjustments	(5)
Ending balance	58
Enterprise Excellence | Associated Costs	
Restructuring Reserve [Roll Forward]	
Beginning balance	18
Charges	175
Cash payments	(177)
Accrual adjustments	0
Ending balance	16
Enterprise Excellence | Other Costs	
Restructuring Reserve [Roll Forward]	
Beginning balance	1
Charges	0
Cash payments	0
Accrual adjustments	0
Ending balance	1
Simplification	
Restructuring Reserve [Roll Forward]	
Beginning balance	63
Charges	45
Cash payments	(91)
Accrual adjustments	(6)
Ending balance	11
Simplification | Employee Termination Benefits	
Restructuring Reserve [Roll Forward]	
Beginning balance	59
Charges	17

Cash payments	(61)
Accrual adjustments	(6)
Ending balance	9
Simplification | Associated Costs	
Restructuring Reserve [Roll Forward]	
Beginning balance	4
Charges	28
Cash payments	(30)
Accrual adjustments	0
Ending balance	$ 2

Financial Instruments - Investments by Category and Related Balance Sheet Classification (Details) - USD ($) $ in Millions	Jan. 28, 2022	Apr. 30, 2021
Schedule of Investments [Line Items]		
Cost	$ 7,796	$ 7,144
Unrealized Gains	59	155
Unrealized Losses	(79)	(42)
Fair Value	7,776	7,257
Investments		
Schedule of Investments [Line Items]		
Fair Value	7,742	7,224
Other Assets		
Schedule of Investments [Line Items]		
Fair Value	33	33
Level 2		
Schedule of Investments [Line Items]		
Cost	7,244	6,603
Unrealized Gains	48	129
Unrealized Losses	(74)	(36)
Fair Value	7,218	6,696
Level 2 | Investments		
Schedule of Investments [Line Items]		
Fair Value	7,218	6,696
Level 2 | Other Assets		
Schedule of Investments [Line Items]		
Fair Value	0	0
U.S. government and agency securities | Level 1		
Schedule of Investments [Line Items]		
Cost	515	505
Unrealized Gains	11	26
Unrealized Losses	(2)	(3)
Fair Value	525	528
U.S. government and agency securities | Level 1 | Investments		
Schedule of Investments [Line Items]		
Fair Value	525	528
U.S. government and agency securities | Level 1 | Other Assets		
Schedule of Investments [Line Items]		
Fair Value	0	0
U.S. government and agency securities | Level 2		
Schedule of Investments [Line Items]		
Cost	1,010	810

Unrealized Gains	0	0
Unrealized Losses	(17)	(7)
Fair Value	993	804
U.S. government and agency securities | Level 2 | Investments		
Schedule of Investments [Line Items]		
Fair Value	993	804
U.S. government and agency securities | Level 2 | Other Assets		
Schedule of Investments [Line Items]		
Fair Value	0	0
Corporate debt securities | Level 2		
Schedule of Investments [Line Items]		
Cost	4,964	4,557
Unrealized Gains	39	103
Unrealized Losses	(40)	(13)
Fair Value	4,963	4,647
Corporate debt securities | Level 2 | Investments		
Schedule of Investments [Line Items]		
Fair Value	4,963	4,647
Corporate debt securities | Level 2 | Other Assets		
Schedule of Investments [Line Items]		
Fair Value	0	0
Mortgage-backed securities | Level 2		
Schedule of Investments [Line Items]		
Cost	620	645
Unrealized Gains	7	21
Unrealized Losses	(15)	(16)
Fair Value	612	650
Mortgage-backed securities | Level 2 | Investments		
Schedule of Investments [Line Items]		
Fair Value	612	650
Mortgage-backed securities | Level 2 | Other Assets		
Schedule of Investments [Line Items]		
Fair Value	0	0
Non-U.S. government and agency securities | Level 2		
Schedule of Investments [Line Items]		
Cost	17	31
Unrealized Gains	0	1
Unrealized Losses	0	0
Fair Value	18	33
Non-U.S. government and agency securities | Level 2 | Investments		
Schedule of Investments [Line Items]		
Fair Value	18	33
Non-U.S. government and agency securities | Level 2 | Other Assets		
Schedule of Investments [Line Items]		

Fair Value	0	0
Certificates of deposit | Level 2		
Schedule of Investments [Line Items]		
Cost	45	19
Unrealized Gains	0	0
Unrealized Losses	0	0
Fair Value	45	19
Certificates of deposit | Level 2 | Investments		
Schedule of Investments [Line Items]		
Fair Value	45	19
Certificates of deposit | Level 2 | Other Assets		
Schedule of Investments [Line Items]		
Fair Value	0	0
Other asset-backed securities | Level 2		
Schedule of Investments [Line Items]		
Cost	588	534
Unrealized Gains	1	4
Unrealized Losses	(2)	(1)
Fair Value	587	537
Other asset-backed securities | Level 2 | Investments		
Schedule of Investments [Line Items]		
Fair Value	587	537
Other asset-backed securities | Level 2 | Other Assets		
Schedule of Investments [Line Items]		
Fair Value	0	0
Debt funds | Level 2		
Schedule of Investments [Line Items]		
Cost		7
Unrealized Gains		0
Unrealized Losses		0
Fair Value		7
Debt funds | Level 2 | Investments		
Schedule of Investments [Line Items]		
Fair Value		7
Debt funds | Level 2 | Other Assets		
Schedule of Investments [Line Items]		
Fair Value		0
Auction rate securities | Level 3		
Schedule of Investments [Line Items]		
Cost	36	36
Unrealized Gains	0	0
Unrealized Losses	(3)	(3)
Fair Value	33	33
Auction rate securities | Level 3 | Investments		

Schedule of Investments [Line Items]		
Fair Value	0	0
Auction rate securities | Level 3 | Other Assets		
Schedule of Investments [Line Items]		
Fair Value	$ 33	$ 33

Financial Instruments - Available-For-Sale Securities in Continuous Unrealized Loss Position (Details) - USD ($) $ in Millions	Jan. 28, 2022	Apr. 30, 2021
Fair Value		
Less than 12 months	$ 0	$ 946
More than 12 months	2,858	4,423
Unrealized Losses		
Less than 12 months	0	(10)
More than 12 months	(79)	(32)
U.S. government and agency securities		
Fair Value		
Less than 12 months	0	946
More than 12 months	551	0
Unrealized Losses		
Less than 12 months	0	(10)
More than 12 months	(19)	0
Corporate debt securities		
Fair Value		
Less than 12 months	0	0
More than 12 months	1,676	3,209
Unrealized Losses		
Less than 12 months	0	0
More than 12 months	(40)	(13)
Mortgage-backed securities		
Fair Value		
Less than 12 months	0	0
More than 12 months	289	650
Unrealized Losses		
Less than 12 months	0	0
More than 12 months	(15)	(16)
Other asset-backed securities		
Fair Value		
Less than 12 months	0	0
More than 12 months	309	531
Unrealized Losses		
Less than 12 months	0	0
More than 12 months	(2)	(1)
Auction rate securities		
Fair Value		
Less than 12 months	0	0
More than 12 months	33	33

Unrealized Losses		
Less than 12 months	0	0
More than 12 months	$ (3)	$ (3)

Financial Instruments - Activity Related to the Company's Investment Portfolio and Debt Securities Contractual Maturities (Details) - USD ($) $ in Millions	3 Months Ended		9 Months Ended		
	Jan. 28, 2022	Jan. 29, 2021	Jan. 28, 2022	Jan. 29, 2021	Apr. 30, 2021
Activities Related to Debt Securities Portfolio					
Proceeds from sales	$ 2,481	$ 2,406	$ 7,052	$ 6,740	
Gross realized gains	3	4	15	12	
Gross realized losses	(6)	$ (4)	(10)	$ (11)	
Debt Securities, Available-for-sale, Fair Value, Fiscal Year Maturity [Abstract]					
Due in one year or less	2,208		2,208		
Due after one year through five years	3,337		3,337		
Due after five years through ten years	1,540		1,540		
Due after ten years	691		691		
Total	$ 7,776		$ 7,776		$ 7,257

Financial Instruments - Summary of Equity and Other Investments (Details) - Other Assets - USD ($) $ in Millions	Jan. 28, 2022	Apr. 30, 2021
Schedule of Equity Method Investments [Line Items]		
Investments with readily determinable fair value (marketable equity securities)	$ 64	$ 74
Investments without readily determinable fair values	679	537
Equity method and other investments	84	76
Total equity and other investments	$ 827	$ 687

Financial Instruments - Activity Related to the Company's Investment Portfolio, Equity and Other Investments (Details) - USD ($) $ in Millions	3 Months Ended		9 Months Ended	
	Jan. 28, 2022	Jan. 29, 2021	Jan. 28, 2022	Jan. 29, 2021
Marketable Securities [Line Items]				
Proceeds from sales			$ 7,130	$ 6,753
Equity and Other Investments				
Marketable Securities [Line Items]				
Proceeds from sales	$ 15	$ 10	82	11
Gross gains	29	18	99	32
Gross losses	(28)	0	(48)	(2)
Impairment losses recognized	$ 0	$ 0	$ (10)	$ (2)

Financial Instruments - Narrative (Details) - USD ($) $ in Millions	3 Months Ended		9 Months Ended	
	Jan. 28, 2022	Jan. 29, 2021	Jan. 28, 2022	Jan. 29, 2021
Equity Securities and Other Investments				
Gain (Loss) on Securities [Line Items]				
Net unrealized gains (losses) on equity and other investments still held	$ 1	$ 17	$ 8	$ 28

Financing Arrangements - Narrative (Details)	Nov. 12, 2020	May 12, 2020 JPY (¥)	Mar. 31, 2021 EUR (€)	1 Months Ended			3 Months Ended	9 Months Ended			
				Oct. 30, 2020 USD ($)	Oct. 30, 2020 EUR (€)	Sep. 30, 2020 USD ($)	Oct. 30, 2020 USD ($)	Jan. 28, 2022 USD ($)	Jan. 29, 2021 USD ($)	Apr. 30, 2021 USD ($)	Sep. 30, 2020 EUR (€) tranche
Debt Instrument [Line Items]											
Amount of current debt obligations outstanding								$ 865,000,000		$ 11,000,000	
Principal value								25,300,000,000		26,500,000,000	
Cash proceeds, net of discounts and issuance costs								0	$ 7,172,000,000		
Loss on extinguishment of debt								0	$ (308,000,000)		
Total debt, fair value								26,500,000,000		28,600,000,000	
Term Loan Agreements | Medtronic Luxco											
Debt Instrument [Line Items]											
Term of debt instrument		6 months									
Principal value | ¥		¥ 300,000,000,000									
Additional extension option, term of extension	6 months	6 months									
Term Loan Agreements | Medtronic Luxco | TIBOR Rate											
Debt Instrument [Line Items]											
Margin added to variable rate		0.50%									
Commercial Paper											
Debt Instrument [Line Items]											
Amount of current debt obligations outstanding								0		0	
Commercial Paper Program | Commercial Paper											
Debt Instrument [Line Items]											
Commercial paper, maximum borrowing amount								3,500,000,000			
Credit Facility | Line of Credit											
Debt Instrument [Line Items]											
Line of credit, maximum capacity								$ 3,500,000,000			
Term of debt instrument								5 years			
Line of credit, amount outstanding								$ 0		$ 0	
Medtronic Inc, CIFSA, and Medtronic Luxco Senior Notes | Senior notes											
Debt Instrument [Line Items]											
Total consideration				$ 6,300,000,000							
Loss on extinguishment of debt							$ (308,000,000)				
Medtronic Inc and CIFSA Senior Notes | Senior notes											
Debt Instrument [Line Items]											
Extinguishment of debt				$ 4,300,000,000							
Medtronic Luxco Senior Notes | Senior notes											
Debt Instrument [Line Items]											
Extinguishment of debt | €			€ 750,000,000		€ 1,500,000,000						
Senior Notes 2020 | Senior notes | Medtronic Luxco											
Debt Instrument [Line Items]											
Number of tranches (in tranches) | tranche											6

Principal value | €		€ 6,300,000,000
Cash proceeds, net of discounts and issuance costs	$ 7,200,000,000	

Financing Arrangements - Long-Term Debt (Details) - USD ($) $ in Millions	9 Months Ended Jan. 28, 2022	Apr. 30, 2021
Debt Instrument [Line Items]		
Current debt obligations	$ 865	$ 11
Long-term debt		
Finance lease obligations	58	62
Deferred financing costs	(113)	(125)
Debt discount, net	(61)	(75)
Long-term debt	$ 24,290	26,378
0.000 percent three-year 2019 senior notes		
Long-term debt		
Stated interest rate	0.00%	
Term of debt instrument	3 years	
0.375 percent four-year 2019 senior notes		
Long-term debt		
Stated interest rate	0.375%	
Term of debt instrument	4 years	
0.000 percent two-year 2020 senior notes		
Long-term debt		
Stated interest rate	0.00%	
Term of debt instrument	2 years	
3.500 percent ten-year 2015 senior notes		
Long-term debt		
Stated interest rate	3.50%	
Term of debt instrument	10 years	
0.250 percent six-year 2019 senior notes		
Long-term debt		
Stated interest rate	0.25%	
Term of debt instrument	6 years	
0.000 percent five-year 2020 senior notes		
Long-term debt		
Stated interest rate	0.00%	
Term of debt instrument	5 years	
1.125 percent eight-year 2019 senior notes		
Long-term debt		
Stated interest rate	1.125%	
Term of debt instrument	8 years	
3.350 percent ten-year 2017 senior notes		
Long-term debt		
Stated interest rate	3.35%	
Term of debt instrument	10 years	
0.375 percent eight-year 2020 senior notes		

Long-term debt	
Stated interest rate	0.375%
Term of debt instrument	8 years
1.625 percent twelve-year 2019 senior notes	
Long-term debt	
Stated interest rate	1.625%
Term of debt instrument	12 years
1.000 percent twelve-year 2019 senior notes	
Long-term debt	
Stated interest rate	1.00%
Term of debt instrument	12 years
0.750 percent twelve-year 2020 senior notes	
Long-term debt	
Stated interest rate	0.75%
Term of debt instrument	12 years
4.375 percent twenty-year 2015 senior notes	
Long-term debt	
Stated interest rate	4.375%
Term of debt instrument	20 years
6.550 percent thirty-year 2007 CIFSA senior notes	
Long-term debt	
Stated interest rate	6.55%
Term of debt instrument	30 years
2.250 percent twenty-year 2019 senior notes	
Long-term debt	
Stated interest rate	2.25%
Term of debt instrument	20 years
6.500 percent thirty-year 2009 senior notes	
Long-term debt	
Stated interest rate	6.50%
Term of debt instrument	30 years
1.500 percent twenty-year 2019 senior notes	
Long-term debt	
Stated interest rate	1.50%
Term of debt instrument	20 years
5.550 percent thirty-year 2010 senior notes	
Long-term debt	
Stated interest rate	5.55%
Term of debt instrument	30 years
1.375 percent twenty-year 2020 senior notes	
Long-term debt	
Stated interest rate	1.375%
Term of debt instrument	20 years
4.500 percent thirty-year 2012 senior notes	

Long-term debt		
Stated interest rate	4.50%	
Term of debt instrument	30 years	
4.000 percent thirty-year 2013 senior notes		
Long-term debt		
Stated interest rate	4.00%	
Term of debt instrument	30 years	
4.625 percent thirty-year 2014 senior notes		
Long-term debt		
Stated interest rate	4.625%	
Term of debt instrument	30 years	
4.625 percent thirty-year 2015 senior notes		
Long-term debt		
Stated interest rate	4.625%	
Term of debt instrument	30 years	
1.750 percent thirty-year 2019 senior notes		
Long-term debt		
Stated interest rate	1.75%	
Term of debt instrument	30 years	
1.625 percent thirty-year 2020 senior notes		
Long-term debt		
Stated interest rate	1.625%	
Term of debt instrument	30 years	
Senior notes | 0.000 percent three-year 2019 senior notes		
Long-term debt		
Long-term debt, gross	$ 0	907
Senior notes | 0.375 percent four-year 2019 senior notes		
Long-term debt		
Long-term debt, gross	1,695	1,813
Senior notes | 0.000 percent two-year 2020 senior notes		
Long-term debt		
Long-term debt, gross	1,412	1,511
Senior notes | 3.500 percent ten-year 2015 senior notes		
Long-term debt		
Long-term debt, gross	1,890	1,890
Senior notes | 0.250 percent six-year 2019 senior notes		
Long-term debt		
Long-term debt, gross	1,130	1,209
Senior notes | 0.000 percent five-year 2020 senior notes		
Long-term debt		
Long-term debt, gross	1,130	1,209
Senior notes | 1.125 percent eight-year 2019 senior notes		
Long-term debt		
Long-term debt, gross	1,695	1,813

Senior notes | 3.350 percent ten-year 2017 senior notes		
Long-term debt		
Long-term debt, gross	368	368
Senior notes | 0.375 percent eight-year 2020 senior notes		
Long-term debt		
Long-term debt, gross	1,130	1,209
Senior notes | 1.625 percent twelve-year 2019 senior notes		
Long-term debt		
Long-term debt, gross	1,130	1,209
Senior notes | 1.000 percent twelve-year 2019 senior notes		
Long-term debt		
Long-term debt, gross	1,130	1,209
Senior notes | 0.750 percent twelve-year 2020 senior notes		
Long-term debt		
Long-term debt, gross	1,130	1,209
Senior notes | 4.375 percent twenty-year 2015 senior notes		
Long-term debt		
Long-term debt, gross	1,932	1,932
Senior notes | 6.550 percent thirty-year 2007 CIFSA senior notes		
Long-term debt		
Long-term debt, gross	253	253
Senior notes | 2.250 percent twenty-year 2019 senior notes		
Long-term debt		
Long-term debt, gross	1,130	1,209
Senior notes | 6.500 percent thirty-year 2009 senior notes		
Long-term debt		
Long-term debt, gross	158	158
Senior notes | 1.500 percent twenty-year 2019 senior notes		
Long-term debt		
Long-term debt, gross	1,130	1,209
Senior notes | 5.550 percent thirty-year 2010 senior notes		
Long-term debt		
Long-term debt, gross	224	224
Senior notes | 1.375 percent twenty-year 2020 senior notes		
Long-term debt		
Long-term debt, gross	1,130	1,209
Senior notes | 4.500 percent thirty-year 2012 senior notes		
Long-term debt		
Long-term debt, gross	105	105
Senior notes | 4.000 percent thirty-year 2013 senior notes		
Long-term debt		
Long-term debt, gross	305	305
Senior notes | 4.625 percent thirty-year 2014 senior notes		
Long-term debt		

Long-term debt, gross	127	127
Senior notes | 4.625 percent thirty-year 2015 senior notes		
Long-term debt		
Long-term debt, gross	1,813	1,813
Senior notes | 1.750 percent thirty-year 2019 senior notes		
Long-term debt		
Long-term debt, gross	1,130	1,209
Senior notes | 1.625 percent thirty-year 2020 senior notes		
Long-term debt		
Long-term debt, gross	$ 1,130	$ 1,209

Derivatives and Currency Exchange Risk Management - Narrative (Details) $ in Millions, € in Billions	9 Months Ended Jan. 28, 2022 USD ($)	Jan. 28, 2022 EUR (€)	Apr. 30, 2021 USD ($)
Derivative Instruments and Hedging Activities Disclosures [Line Items]			
After-tax net unrealized gains (losses) associated with cash flow hedging instruments recorded in AOCI	$ 116		$ (253)
Cash flow hedge unrealized gains to be reclassified over the next 12 months	123		
Currency exchange rate contracts			
Derivative Instruments and Hedging Activities Disclosures [Line Items]			
Gross notional amount	15,200		14,700
Currency exchange rate contracts | Derivatives not designated as hedging instruments			
Derivative Instruments and Hedging Activities Disclosures [Line Items]			
Gross notional amount	5,300		5,700
Currency exchange rate contracts | Derivatives designated as hedging instruments | Cash flow hedging			
Derivative Instruments and Hedging Activities Disclosures [Line Items]			
Gross notional amount	$ 9,900		9,000
Maximum remaining maturity of foreign currency derivatives	3 years		
Currency exchange rate contracts | Derivatives designated as hedging instruments | Net investment hedging			
Derivative Instruments and Hedging Activities Disclosures [Line Items]			
Gross notional amount | €		€ 16.0	
Currency exchange rate contracts | Derivatives designated as hedging instruments | Net investment hedging | Euro-denominated Debt			
Derivative Instruments and Hedging Activities Disclosures [Line Items]			
Gross notional amount	$ 18,100		
Total return swap | Derivatives not designated as hedging instruments			
Derivative Instruments and Hedging Activities Disclosures [Line Items]			
Gross notional amount	$ 256		$ 243

Derivatives and Currency Exchange Risk Management - Derivative (Gains) Losses Designated as Hedging Instruments (Details) - USD ($) $ in Millions	3 Months Ended		9 Months Ended	
	Jan. 28, 2022	Jan. 29, 2021	Jan. 28, 2022	Jan. 29, 2021
Derivative Instruments, (Gain) Loss [Line Items]				
Recognized in AOCI, net investment hedges	$ (475)	$ 587	$ (1,254)	$ 1,863
(Gain) Loss Recognized in Accumulated Other Comprehensive Income	(614)	869	(1,672)	2,596
Reclassified into Income, net investment hedges	0	0	0	0
(Gain) Loss Reclassified into Income	(39)	21	(9)	(34)
Currency exchange rate contracts | Other operating (income) expense, net				
Derivative Instruments, (Gain) Loss [Line Items]				
Recognized in AOCI, Cash flow hedges	(180)	230	(502)	632
Recognized in income, cash flow hedges	(56)	17	(51)	(38)
Currency exchange rate contracts | Cost of products sold				
Derivative Instruments, (Gain) Loss [Line Items]				
Recognized in AOCI, Cash flow hedges	41	52	84	101
Recognized in income, cash flow hedges	$ 17	$ 4	$ 42	$ 4

Derivatives and Currency Exchange Risk Management - Gains and Losses on Derivatives Not Designated as Hedging Instruments (Details) - USD ($) $ in Millions	3 Months Ended		9 Months Ended	
	Jan. 28, 2022	Jan. 29, 2021	Jan. 28, 2022	Jan. 29, 2021
Derivative Instruments, (Gain) Loss [Line Items]				
Derivatives not designated as hedging instruments	$ (24)	$ 21	$ (82)	$ 118
Other operating (income) expense, net | Currency exchange rate contracts				
Derivative Instruments, (Gain) Loss [Line Items]				
Derivatives not designated as hedging instruments	(34)	47	(67)	172
Other operating (income) expense, net | Total return swap				
Derivative Instruments, (Gain) Loss [Line Items]				
Derivatives not designated as hedging instruments	$ 10	$ (26)	$ (15)	$ (54)

Derivatives and Currency Exchange Risk Management - Classification and Fair Value Amounts of Derivative Instruments in Balance Sheets (Details) - USD ($) $ in Millions	Jan. 28, 2022	Apr. 30, 2021
Derivatives, Fair Value [Line Items]		
Derivative Assets, Fair Value	$ 326	$ 102
Derivative Liabilities, Fair Value	177	296
Currency exchange rate contracts		
Derivatives, Fair Value [Line Items]		
Derivative Assets, Fair Value	326	85
Derivative Liabilities, Fair Value	162	296
Total return swap		
Derivatives, Fair Value [Line Items]		
Derivative Assets, Fair Value		18
Derivative Liabilities, Fair Value	15	
Derivatives designated as hedging instruments		
Derivatives, Fair Value [Line Items]		
Derivative Assets, Fair Value	311	70
Derivative Liabilities, Fair Value	142	285
Derivatives designated as hedging instruments | Currency exchange rate contracts | Other current assets		
Derivatives, Fair Value [Line Items]		
Derivative Assets, Fair Value	227	49
Derivatives designated as hedging instruments | Currency exchange rate contracts | Other Assets		
Derivatives, Fair Value [Line Items]		
Derivative Assets, Fair Value	84	22
Derivatives designated as hedging instruments | Currency exchange rate contracts | Other accrued expenses		
Derivatives, Fair Value [Line Items]		
Derivative Liabilities, Fair Value	80	190
Derivatives designated as hedging instruments | Currency exchange rate contracts | Other liabilities		
Derivatives, Fair Value [Line Items]		
Derivative Liabilities, Fair Value	62	94
Derivatives not designated as hedging instruments		
Derivatives, Fair Value [Line Items]		
Derivative Assets, Fair Value	15	32
Derivative Liabilities, Fair Value	35	11
Derivatives not designated as hedging instruments | Currency exchange rate contracts | Other current assets		

Derivatives, Fair Value [Line Items]		
Derivative Assets, Fair Value	15	14
Derivatives not designated as hedging instruments | Currency exchange rate contracts | Other accrued expenses		
Derivatives, Fair Value [Line Items]		
Derivative Liabilities, Fair Value	20	11
Derivatives not designated as hedging instruments | Total return swap | Other current assets		
Derivatives, Fair Value [Line Items]		
Derivative Assets, Fair Value	0	18
Derivatives not designated as hedging instruments | Total return swap | Other accrued expenses		
Derivatives, Fair Value [Line Items]		
Derivative Liabilities, Fair Value	$ 15	$ 0

Derivatives and Currency Exchange Risk Management - Derivative Assets and Liabilities Measured at Fair Value on a Recurring Basis (Details) - Recurring - USD ($) $ in Millions	Jan. 28, 2022	Apr. 30, 2021
Level 1		
Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items]		
Derivative assets	$ 326	$ 85
Derivative liabilities	162	296
Level 2		
Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items]		
Derivative assets	0	18
Derivative liabilities	$ 15	$ 0

Derivatives and Currency Exchange Risk Management - Offsetting Assets and Liabilities (Details) - USD ($) $ in Millions	Jan. 28, 2022	Apr. 30, 2021
Derivative assets:		
Gross Amount of Recorded Assets (Liabilities)	$ 326	$ 102
Financial Instruments		(83)
Cash Collateral Posted (Received)		0
Net Amount		19
Derivative liabilities:		
Gross Amount of Recorded Assets (Liabilities)	(177)	(296)
Financial Instruments	104	
Cash Collateral Posted (Received)	12	
Net Amount	(61)	
Total		
Gross Amount of Recorded Assets (Liabilities)	149	(193)
Financial Instruments	0	0
Cash Collateral Posted (Received)	(18)	46
Net Amount	131	(148)
Currency exchange rate contracts		
Derivative assets:		
Gross Amount of Recorded Assets (Liabilities)	326	85
Financial Instruments	(104)	(83)
Cash Collateral Posted (Received)	(30)	0
Net Amount	192	1
Derivative liabilities:		
Gross Amount of Recorded Assets (Liabilities)	(162)	(296)
Financial Instruments	104	83
Cash Collateral Posted (Received)	12	46
Net Amount	(46)	(167)
Total return swap		
Derivative assets:		
Gross Amount of Recorded Assets (Liabilities)		18
Financial Instruments		0
Cash Collateral Posted (Received)		0
Net Amount		$ 18
Derivative liabilities:		
Gross Amount of Recorded Assets (Liabilities)	(15)	
Financial Instruments	0	
Cash Collateral Posted (Received)	0	
Net Amount	$ (15)	

Inventories (Details) - USD ($) $ in Millions	Jan. 28, 2022	Apr. 30, 2021
Inventory Disclosure [Abstract]		
Finished goods	$ 2,997	$ 2,906
Work in-process	687	611
Raw materials	830	796
Total	$ 4,514	$ 4,313

Goodwill and Other Intangible Assets - Changes in the Carrying Amount of Goodwill (Details) $ in Millions	9 Months Ended Jan. 28, 2022 USD ($)
Goodwill [Roll Forward]	
Beginning balance	$ 41,961
Goodwill as a result of acquisitions	80
Purchase accounting adjustments	30
Currency translation and other	(726)
Ending balance	41,346
Cardiovascular	
Goodwill [Roll Forward]	
Beginning balance	7,209
Goodwill as a result of acquisitions	55
Purchase accounting adjustments	26
Currency translation and other	(58)
Ending balance	7,232
Medical Surgical	
Goodwill [Roll Forward]	
Beginning balance	21,195
Goodwill as a result of acquisitions	0
Purchase accounting adjustments	3
Currency translation and other	(575)
Ending balance	20,623
Neuroscience	
Goodwill [Roll Forward]	
Beginning balance	11,300
Goodwill as a result of acquisitions	26
Purchase accounting adjustments	3
Currency translation and other	(92)
Ending balance	11,237
Diabetes	
Goodwill [Roll Forward]	
Beginning balance	2,257
Goodwill as a result of acquisitions	0
Purchase accounting adjustments	(2)
Currency translation and other	(1)
Ending balance	$ 2,254

Goodwill and Other Intangible Assets - Narrative (Details) - USD ($)	3 Months Ended			9 Months Ended	
	Jan. 28, 2022	Jul. 30, 2021	Jan. 29, 2021	Jan. 28, 2022	Jan. 29, 2021
Finite-Lived Intangible Assets [Line Items]					
Goodwill impairment	$ 0		$ 0	$ 0	$ 0
Definite-lived intangible asset charges	0		0		0
Impairment of indefinite-lived intangible assets	0		0	0	0
Amortization expense	$ 432,000,000		$ 453,000,000	1,298,000,000	$ 1,337,000,000
Cardiovascular					
Finite-Lived Intangible Assets [Line Items]					
Definite-lived intangible asset charges		$ 409,000,000		$ 409,000,000	

Goodwill and Other Intangible Assets - Carrying Amount and Accumulated Amortization of Intangible Assets (Details) - USD ($) $ in Millions	Jan. 28, 2022	Apr. 30, 2021
Finite-Lived Intangible Assets [Line Items]		
Gross Carrying Amount	$ 28,376	$ 28,879
Accumulated Amortization	(12,609)	(11,533)
IPR&D		
Indefinite-lived Intangible Assets [Line Items]		
Gross Carrying Amount, Indefinite-lived	311	394
Customer-related		
Finite-Lived Intangible Assets [Line Items]		
Gross Carrying Amount	16,990	17,036
Accumulated Amortization	(6,775)	(6,058)
Purchased technology and patents		
Finite-Lived Intangible Assets [Line Items]		
Gross Carrying Amount	10,834	11,286
Accumulated Amortization	(5,506)	(5,156)
Trademarks and tradenames		
Finite-Lived Intangible Assets [Line Items]		
Gross Carrying Amount	474	475
Accumulated Amortization	(262)	(251)
Other		
Finite-Lived Intangible Assets [Line Items]		
Gross Carrying Amount	78	82
Accumulated Amortization	$ (66)	$ (68)

Goodwill and Other Intangible Assets - Estimated Future Aggregate Amortization Expense of Amortizable Intangible Assets (Details) $ in Millions	Jan. 28, 2022 USD ($)
Goodwill and Intangible Assets Disclosure [Abstract]	
Remaining 2022	$ 430
2023	1,663
2024	1,629
2025	1,606
2026	1,592
2027	$ 1,568

Income Taxes (Details) - USD ($) $ in Millions	3 Months Ended		9 Months Ended		
	Jan. 28, 2022	Jan. 29, 2021	Jan. 28, 2022	Jan. 29, 2021	Apr. 30, 2021
Income Tax Disclosure [Abstract]					
Effective tax rate	6.70%	(4.80%)	8.80%	2.80%	
Charge (benefit), settlements	$ (106)		$ (106)		
Benefit related to capitalization of certain research and development costs		$ (83)		$ (83)	
Tax benefit associated with step up in tax basis for Swiss Cantonal purposes	(82)		(82)		
Gross unrecognized tax benefits	1,700		1,700		$ 1,700
Accrued gross interest and penalties	114		114		
Unrecognized tax benefits that would impact effective tax rate	1,600		1,600		
Gross unrecognized tax benefits, net of cash advance, recorded as noncurrent liability	$ 820		$ 820		$ 809

Earnings Per Share - Schedule of Basic and Diluted Earnings (Loss) Per Share (Details) - USD ($) $ / shares in Units, shares in Millions, $ in Millions	3 Months Ended		9 Months Ended	
	Jan. 28, 2022	Jan. 29, 2021	Jan. 28, 2022	Jan. 29, 2021
Numerator:				
Net income attributable to ordinary shareholders	$ 1,480	$ 1,270	$ 3,554	$ 2,246
Denominator:				
Basic - weighted average shares outstanding (shares)	1,343.7	1,346.4	1,344.4	1,344.2
Effect of dilutive securities:				
Employee stock options (shares)	5.2	7.3	7.3	6.0
Employee restricted stock units (shares)	1.3	2.0	1.8	2.2
Other (shares)	0.1	0.3	0.5	0.3
Diluted - weighted average shares outstanding (shares)	1,350.3	1,356.0	1,353.9	1,352.7
Basic earnings per share (usd per share)	$ 1.10	$ 0.94	$ 2.64	$ 1.67
Diluted earnings per share (usd per share)	$ 1.10	$ 0.94	$ 2.63	$ 1.66

Earnings Per Share - Narrative (Details) - shares shares in Millions	3 Months Ended		9 Months Ended	
	Jan. 28, 2022	Jan. 29, 2021	Jan. 28, 2022	Jan. 29, 2021
Stock options				
Antidilutive Securities Excluded from Computation of Earnings Per Share [Line Items]				
Antidilutive securities excluded from computation of earnings per share (shares)	6	2	4	6

Stock-Based Compensation (Details) - USD ($) $ in Millions	3 Months Ended		9 Months Ended	
	Jan. 28, 2022	Jan. 29, 2021	Jan. 28, 2022	Jan. 29, 2021
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]				
Total stock-based compensation expense	$ 78	$ 65	$ 287	$ 275
Income tax benefits	(13)	(11)	(51)	(46)
Total stock-based compensation expense, net of tax	65	54	236	229
Cost of products sold				
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]				
Total stock-based compensation expense	8	7	29	28
Research and development expense				
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]				
Total stock-based compensation expense	9	7	32	30
Selling, general, and administrative expense				
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]				
Total stock-based compensation expense	62	51	227	217
Stock options				
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]				
Total stock-based compensation expense	13	10	58	61
Restricted stock				
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]				
Total stock-based compensation expense	45	41	139	144
Performance share units				
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]				
Total stock-based compensation expense	13	7	63	42
Employee stock purchase plan				
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]				
Total stock-based compensation expense	$ 7	$ 7	$ 28	$ 28

Retirement Benefit Plans - Components of Net Periodic Benefit Cost (Details) - Pension plans - USD ($) $ in Millions	3 Months Ended		9 Months Ended	
	Jan. 28, 2022	Jan. 29, 2021	Jan. 28, 2022	Jan. 29, 2021
U.S.				
Net Periodic Benefit Cost				
Service cost	$ 25	$ 26	$ 75	$ 80
Interest cost	26	28	78	82
Expected return on plan assets	(57)	(60)	(171)	(182)
Amortization of net actuarial loss	16	17	48	52
Special termination benefits			0	80
Net periodic benefit cost	10	11	30	112
Non-U.S.				
Net Periodic Benefit Cost				
Service cost	16	17	48	51
Interest cost	7	7	21	20
Expected return on plan assets	(16)	(13)	(48)	(41)
Amortization of net actuarial loss	5	6	15	18
Special termination benefits			0	0
Net periodic benefit cost	$ 12	$ 17	$ 36	$ 48

Retirement Benefit Plans - Narrative (Details) - USD ($) $ in Millions	9 Months Ended	
	Jan. 28, 2022	Jan. 29, 2021
Simplification Restructuring Plan		
Defined Benefit Plan Disclosure [Line Items]		
Incremental expense related to acceptance of voluntary early retirement packages		$ 97
Incremental expense related to acceptance of voluntary early retirement packages, amount related to defined contribution plans		11
Incremental expense related to acceptance of voluntary early retirement packages, amount related to cash payments and administrative fees		2
United States | Pension plans		
Defined Benefit Plan Disclosure [Line Items]		
Incremental expense related to acceptance of voluntary early retirement packages, amount related to defined benefit plans	$ 0	80
United States | Pension plans | Simplification Restructuring Plan		
Defined Benefit Plan Disclosure [Line Items]		
Incremental expense related to acceptance of voluntary early retirement packages, amount related to defined benefit plans		73
United States | Post-retirement benefits | Simplification Restructuring Plan		
Defined Benefit Plan Disclosure [Line Items]		
Incremental expense related to acceptance of voluntary early retirement packages, amount related to defined benefit plans		$ 11

Accumulated Other Comprehensive Loss - Changes in AOCI (Details) - USD ($)	3 Months Ended						9 Months Ended	
	Jan. 28, 2022	Oct. 29, 2021	Jul. 30, 2021	Jan. 29, 2021	Oct. 30, 2020	Jul. 31, 2020	Jan. 28, 2022	Jan. 29, 2021
AOCI Including Portion Attributable to Noncontrolling Interest, Net of Tax [Roll Forward]								
Beginning balance	$ 52,159,000,000	$ 51,664,000,000	$ 51,602,000,000	$ 50,316,000,000	$ 50,443,000,000	$ 50,872,000,000	$ 51,602,000,000	$ 50,872,000,000
Other comprehensive income (loss)	162,000,000	166,000,000	274,000,000	(78,000,000)	(60,000,000)	(217,000,000)	602,000,000	(354,000,000)
Ending balance	52,713,000,000	52,159,000,000	51,664,000,000	50,928,000,000	50,316,000,000	50,443,000,000	52,713,000,000	50,928,000,000
Total Accumulated Other Comprehensive (Loss) Income								
AOCI Including Portion Attributable to Noncontrolling Interest, Net of Tax [Roll Forward]								
Beginning balance	(3,042,000,000)	(3,209,000,000)	(3,485,000,000)	(3,843,000,000)	(3,782,000,000)	(3,560,000,000)	(3,485,000,000)	(3,560,000,000)
Other comprehensive income (loss) before reclassifications							556,000,000	(397,000,000)
Reclassifications							49,000,000	35,000,000
Other comprehensive income (loss)	162,000,000	167,000,000	276,000,000	(80,000,000)	(61,000,000)	(222,000,000)	605,000,000	(362,000,000)
Ending balance	(2,879,000,000)	$ (3,042,000,000)	(3,209,000,000)	(3,922,000,000)	$ (3,843,000,000)	(3,782,000,000)	(2,879,000,000)	(3,922,000,000)
Unrealized Gain (Loss) on Investment Securities								
AOCI Including Portion Attributable to Noncontrolling Interest, Net of Tax [Roll Forward]								
Beginning balance			92,000,000			0	92,000,000	0
Other comprehensive income (loss) before reclassifications							(112,000,000)	138,000,000
Reclassifications							(2,000,000)	(1,000,000)
Other comprehensive income (loss)							(114,000,000)	137,000,000
Ending balance	(22,000,000)			137,000,000			(22,000,000)	137,000,000
Other Comprehensive Income (Loss), Tax [Abstract]								
Other comprehensive income (loss) before reclassifications, tax expense (benefit)							(18,000,000)	40,000,000
Reclassifications, tax expense (benefit)							0	0
Cumulative Translation Adjustments								
AOCI Including Portion Attributable to Noncontrolling Interest, Net of Tax [Roll Forward]								
Beginning balance			(519,000,000)			(2,210,000,000)	(519,000,000)	(2,210,000,000)
Other comprehensive income (loss) before reclassifications							(960,000,000)	1,943,000,000
Reclassifications							0	0
Other comprehensive income (loss)							(960,000,000)	1,943,000,000
Ending balance	(1,479,000,000)			(267,000,000)			(1,479,000,000)	(267,000,000)
Other Comprehensive Income (Loss), Tax [Abstract]								

Other comprehensive income (loss) before reclassifications, tax expense (benefit)					(4,000,000)	7,000,000
Net Investment Hedges						
AOCI Including Portion Attributable to Noncontrolling Interest, Net of Tax [Roll Forward]						
Beginning balance		(1,458,000,000)		236,000,000	(1,458,000,000)	236,000,000
Other comprehensive income (loss) before reclassifications					1,254,000,000	(1,863,000,000)
Reclassifications					0	0
Other comprehensive income (loss)					1,254,000,000	(1,863,000,000)
Ending balance	(204,000,000)		(1,627,000,000)		(204,000,000)	(1,627,000,000)
Other Comprehensive Income (Loss), Tax [Abstract]						
Other comprehensive income (loss) before reclassifications, tax expense (benefit)					0	0
Net Change in Retirement Obligations						
AOCI Including Portion Attributable to Noncontrolling Interest, Net of Tax [Roll Forward]						
Beginning balance		(1,347,000,000)		(1,852,000,000)	(1,347,000,000)	(1,852,000,000)
Other comprehensive income (loss) before reclassifications					10,000,000	(26,000,000)
Reclassifications					46,000,000	54,000,000
Other comprehensive income (loss)					56,000,000	28,000,000
Ending balance	(1,291,000,000)		(1,824,000,000)		(1,291,000,000)	(1,824,000,000)
Other Comprehensive Income (Loss), Tax [Abstract]						
Other comprehensive income (loss) before reclassifications, tax expense (benefit)					3,000,000	(8,000,000)
Reclassifications, tax expense (benefit)					14,000,000	12,000,000
Unrealized Gain (Loss) on Cash Flow Hedges						
AOCI Including Portion Attributable to Noncontrolling Interest, Net of Tax [Roll Forward]						
Beginning balance		$ (253,000,000)		$ 266,000,000	(253,000,000)	266,000,000
Other comprehensive income (loss) before reclassifications					364,000,000	(589,000,000)
Reclassifications					5,000,000	(18,000,000)
Other comprehensive income (loss)					369,000,000	(607,000,000)
Ending balance	$ 116,000,000		$ (341,000,000)		116,000,000	(341,000,000)
Other Comprehensive Income (Loss), Tax [Abstract]						
Other comprehensive income (loss) before reclassifications, tax expense (benefit)					51,000,000	(145,000,000)
Reclassifications, tax expense (benefit)					$ (11,000,000)	$ (6,000,000)

Commitments and Contingencies (Details) $ in Millions			1 Months Ended	3 Months Ended		9 Months Ended		12 Months Ended	
	Feb. 03, 2022 claim	Nov. 28, 2018 USD ($)	May 31, 2017 claim	Jan. 28, 2022 USD ($) claimant	Jan. 29, 2021 USD ($)	Jan. 28, 2022 USD ($) landfill manufacturer subsidiary claimant	Jan. 29, 2021 USD ($)	Apr. 29, 2016 USD ($) claim	Apr. 30, 2021 USD ($)
Loss Contingencies [Line Items]									
Certain litigation charges, net				$ 35	$ 122	$ 95	$ 118		
Accrued litigation charges				$ 300		$ 300			$ 400
Orrington, Maine chemical manufacturing facility									
Loss Contingencies [Line Items]									
Number of landfills requiring removal (in landfills) | landfill						2			
Number of landfills requiring capping (in landfills) | landfill						3			
Pelvic mesh | Product liability litigation									
Loss Contingencies [Line Items]									
Number of subsidiaries (in subsidiaries) | subsidiary						2			
Number of manufacturers (in manufacturers) | manufacturer						1			
Amount of settlement received								$ 121	
Number of claims settled (in claims) | claim			5,000					11,000	
Number of claimants (in claimants) | claimant				16,200		16,200			
Pelvic mesh | Product liability litigation | Subsequent Event									
Loss Contingencies [Line Items]									
Number of claims settled (in claims) | claim	15,900								
Sasso									
Loss Contingencies [Line Items]									
Approximate amount of verdict returned against the Company		$ 112							

Segment and Geographic Information - Narrative (Details)	9 Months Ended Jan. 28, 2022 segment
Segment Reporting [Abstract]	
Number of operating segments (in segments)	4
Number of reportable segments (in segments)	4

Segment and Geographic Information - Income From Operations Before Income Taxes by Reportable Segment and Reconciliation to Consolidated (Details) - USD ($) $ in Millions	3 Months Ended			9 Months Ended	
	Jan. 28, 2022	Jul. 30, 2021	Jan. 29, 2021	Jan. 28, 2022	Jan. 29, 2021
Segment Reporting Information [Line Items]					
Segment operating profit	$ 1,659		$ 1,277	$ 4,081	$ 2,879
Other non-operating income, net	67		86	244	233
Amortization of intangible assets	(432)		(453)	(1,298)	(1,337)
Restructuring and associated costs	(12)		(83)	(32)	(235)
Certain litigation charges, net	(35)		(122)	(95)	(118)
Income before income taxes	1,589		1,220	3,915	2,329
Cardiovascular					
Segment Reporting Information [Line Items]					
MCS impairments / costs		$ (726)			
Operating Segments					
Segment Reporting Information [Line Items]					
Segment operating profit	3,064		2,922	9,282	7,466
Operating Segments | Cardiovascular					
Segment Reporting Information [Line Items]					
Segment operating profit	1,077		994	3,333	2,745
Operating Segments | Medical Surgical					
Segment Reporting Information [Line Items]					
Segment operating profit	923		890	2,746	2,120
Operating Segments | Neuroscience					
Segment Reporting Information [Line Items]					
Segment operating profit	903		861	2,753	2,189
Operating Segments | Diabetes					
Segment Reporting Information [Line Items]					
Segment operating profit	161		177	450	412
Segment Reconciling Items					
Segment Reporting Information [Line Items]					
Interest expense	(137)		(143)	(410)	(783)
Other non-operating income, net	67		86	244	233

Amortization of intangible assets	(432)	(453)	(1,298)	(1,337)
Corporate	(483)	(398)	(1,347)	(1,222)
Centralized distribution costs	(401)	(458)	(1,382)	(1,398)
Restructuring and associated costs	(78)	(160)	(237)	(466)
Acquisition-related items	50	(35)	(46)	13
Certain litigation charges, net	(35)	(122)	(95)	(118)
MCS impairments / costs	0	0	(726)	0
Medical device regulations	$ (25)	$ (21)	$ (70)	$ (58)

Segment and Geographic Information - Schedule of Net Sales to External Customers and Property, Plant, and Equipment, Net, by Geographic Region (Details) - USD ($) $ in Millions	3 Months Ended		9 Months Ended	
	Jan. 28, 2022	Jan. 29, 2021	Jan. 28, 2022	Jan. 29, 2021
Revenues from External Customers and Long-Lived Assets [Line Items]				
Net sales	$ 7,763	$ 7,775	$ 23,597	$ 21,929
Ireland				
Revenues from External Customers and Long-Lived Assets [Line Items]				
Net sales	24	25	76	74
Total other countries, excluding Ireland				
Revenues from External Customers and Long-Lived Assets [Line Items]				
Net sales	7,739	7,750	23,521	21,855
United States				
Revenues from External Customers and Long-Lived Assets [Line Items]				
Net sales	3,939	3,939	12,038	11,344
Rest of world				
Revenues from External Customers and Long-Lived Assets [Line Items]				
Net sales	$ 3,800	$ 3,811	$ 11,483	$ 10,511

Label	Element	Value
Accounting Standards Update [Extensible Enumeration]	us-gaap_AccountingStandardsUpdateExtensibleList	Accounting Standards Update 2016-13 [Member]