

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

FORM 10-Q

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

For the Quarterly Period Ended December 31, 2012

Commission file number 1-12383

Rockwell Automation, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

25-1797617
(I.R.S. Employer
Identification No.)

**1201 South Second Street,
Milwaukee, Wisconsin**
(Address of principal executive offices)

53204
(Zip Code)

+1 (414) 382-2000
Registrant's telephone number, including area code

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 and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T 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, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer Accelerated Filer Non-accelerated Filer Smaller Reporting Company

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

139,803,729 shares of registrant's Common Stock, \$1.00 par value, were outstanding on December 31, 2012 .

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ROCKWELL AUTOMATION, INC.

CONDENSED CONSOLIDATED BALANCE SHEET
(Unaudited)
(in millions)

	December 31, 2012	September 30, 2012
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 954.3	\$ 903.9
Short-term investments	350.0	350.0
Receivables	1,125.7	1,187.3
Inventories	646.6	619.0
Deferred income taxes	200.5	208.6
Other current assets	115.5	118.7
Total current assets	3,392.6	3,387.5
Property, net of accumulated depreciation of \$1,241.3 and \$1,211.5, respectively	579.5	587.1
Goodwill	1,025.3	948.8
Other intangible assets, net	216.8	209.5
Deferred income taxes	345.3	351.1
Other assets	151.6	152.5
Total	\$ 5,711.1	\$ 5,636.5
LIABILITIES AND SHAREOWNERS' EQUITY		
Current liabilities:		
Short-term debt	\$ 253.0	\$ 157.0
Accounts payable	481.2	547.6
Compensation and benefits	152.0	246.4
Advance payments from customers and deferred revenue	224.0	204.1
Customer returns, rebates and incentives	178.9	168.7
Other current liabilities	198.8	207.8
Total current liabilities	1,487.9	1,531.6
Long-term debt	905.0	905.0
Retirement benefits	1,109.9	1,105.8
Other liabilities	240.5	242.4
Commitments and contingent liabilities (Note 11)		
Shareowners' equity:		
Common stock (shares issued: 181.4)	181.4	181.4
Additional paid-in capital	1,419.4	1,416.7
Retained earnings	3,949.5	3,858.8
Accumulated other comprehensive loss	(1,180.1)	(1,225.3)
Common stock in treasury, at cost (shares held: December 31, 2012 and September 30, 2012, 41.6)	(2,402.4)	(2,379.9)
Total shareowners' equity	1,967.8	1,851.7
Total	\$ 5,711.1	\$ 5,636.5

See Notes to Condensed Consolidated Financial Statements.

ROCKWELL AUTOMATION, INC.

CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS
(Unaudited)
(in millions, except per share amounts)

	Three Months Ended December 31,	
	2012	2011
Sales		
Products and solutions	\$ 1,334.2	\$ 1,325.5
Services	155.0	148.4
	<u>1,489.2</u>	<u>1,473.9</u>
Cost of sales		
Products and solutions	(774.8)	(752.8)
Services	(107.1)	(102.4)
	<u>(881.9)</u>	<u>(855.2)</u>
Gross profit	607.3	618.7
Selling, general and administrative expenses	(373.5)	(362.4)
Other (expense) income	(1.2)	1.6
Interest expense	(15.4)	(15.0)
Income before income taxes	217.2	242.9
Income tax provision	(55.8)	(59.6)
Net income	<u>\$ 161.4</u>	<u>\$ 183.3</u>
Earnings per share:		
Basic	<u>\$ 1.16</u>	<u>\$ 1.29</u>
Diluted	<u>\$ 1.14</u>	<u>\$ 1.27</u>
Cash dividends per share	<u>\$ 0.47</u>	<u>\$ 0.425</u>
Weighted average outstanding shares:		
Basic	<u>139.3</u>	<u>141.8</u>
Diluted	<u>141.2</u>	<u>143.9</u>

See Notes to Condensed Consolidated Financial Statements.

ROCKWELL AUTOMATION, INC.

CONDENSED CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME
(Unaudited)
(in millions)

	Three Months Ended December 31,	
	2012	2011
Net income	\$ 161.4	\$ 183.3
Other comprehensive income (loss), net of tax:		
Pension and other postretirement benefit plan adjustments	21.9	13.5
Currency translation adjustments	24.3	(45.8)
Net unrealized losses on cash flow hedges	(1.0)	(2.7)
Other comprehensive income (loss)	45.2	(35.0)
Comprehensive income	<u>\$ 206.6</u>	<u>\$ 148.3</u>

See Notes to Condensed Consolidated Financial Statements.

ROCKWELL AUTOMATION, INC.

CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS
(Unaudited)
(in millions)

	Three Months Ended December 31,	
	2012	2011
Continuing operations:		
Operating activities:		
Net income	\$ 161.4	\$ 183.3
Adjustments to arrive at cash provided by operating activities:		
Depreciation	27.0	23.9
Amortization of intangible assets	8.2	8.7
Share-based compensation expense	11.2	11.4
Retirement benefit expense	42.8	26.2
Pension trust contributions	(9.3)	(309.2)
Net loss on disposition of property and investments	—	0.1
Income tax benefit from the exercise of stock options	0.5	—
Excess income tax benefit from share-based compensation	(10.6)	(9.8)
Changes in assets and liabilities, excluding effects of acquisitions and foreign currency adjustments:		
Receivables	69.3	1.5
Inventories	(22.4)	(45.1)
Accounts payable	(60.7)	3.1
Compensation and benefits	(90.4)	(150.8)
Income taxes	33.6	57.0
Other assets and liabilities	6.7	10.7
Cash provided by (used for) operating activities	167.3	(189.0)
Investing activities:		
Capital expenditures	(21.6)	(31.6)
Acquisition of businesses, net of cash acquired	(84.4)	(10.9)
Purchases of short-term investments	(87.5)	(150.0)
Proceeds from maturities of short-term investments	87.5	—
Proceeds from sale of property and investments	0.2	1.8
Cash used for investing activities	(105.8)	(190.7)
Financing activities:		
Net issuance of short-term debt	96.0	350.0
Cash dividends	(65.5)	(60.3)
Purchases of treasury stock	(92.9)	(9.7)
Proceeds from the exercise of stock options	38.1	5.2
Excess income tax benefit from share-based compensation	10.6	9.8
Other financing activities	—	(0.1)
Cash (used for) provided by financing activities	(13.7)	294.9
Effect of exchange rate changes on cash	9.6	(19.9)
Cash provided by (used for) continuing operations	57.4	(104.7)
Discontinued operations:		
Cash used for discontinued operating activities	(7.0)	(0.2)
Cash used for discontinued operations	(7.0)	(0.2)
Increase (decrease) in cash and cash equivalents	50.4	(104.9)

Cash and cash equivalents at beginning of period	903.9	988.9
Cash and cash equivalents at end of period	<u>\$ 954.3</u>	<u>\$ 884.0</u>

See Notes to Condensed Consolidated Financial Statements.

ROCKWELL AUTOMATION, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)**1. Basis of Presentation and Accounting Policies**

In the opinion of management of Rockwell Automation, Inc. (the Company or Rockwell Automation), the unaudited Condensed Consolidated Financial Statements contain all adjustments necessary to present fairly the financial position, results of operations and cash flows for the periods presented and, except as otherwise indicated, such adjustments consist only of those of a normal recurring nature. These statements should be read in conjunction with our Annual Report on Form 10-K for the fiscal year ended September 30, 2012. The results of operations for the three month period ended December 31, 2012 are not necessarily indicative of the results for the full year. All date references to years and quarters herein refer to our fiscal year and fiscal quarter unless otherwise stated.

Receivables

Receivables are stated net of allowances for doubtful accounts of \$ 26.8 million at December 31, 2012 and \$ 28.0 million at September 30, 2012. In addition, receivables are stated net of an allowance for certain customer returns, rebates and incentives of \$ 8.1 million at December 31, 2012 and \$ 7.9 million at September 30, 2012.

Earnings Per Share

The following table reconciles basic and diluted earnings per share (EPS) amounts (in millions, except per share amounts):

	Three Months Ended December 31,	
	2012	2011
Net income	\$ 161.4	\$ 183.3
Less: Allocation to participating securities	(0.2)	(0.4)
Net income available to common shareowners	<u>\$ 161.2</u>	<u>\$ 182.9</u>
Basic weighted average outstanding shares	139.3	141.8
Effect of dilutive securities		
Stock options	1.6	1.7
Performance shares	0.3	0.4
Diluted weighted average outstanding shares	<u>141.2</u>	<u>143.9</u>
Earnings per share:		
Basic	<u>\$ 1.16</u>	<u>\$ 1.29</u>
Diluted	<u>\$ 1.14</u>	<u>\$ 1.27</u>

For the three months ended December 31, 2012, share-based compensation awards for 2.2 million shares were excluded from the diluted EPS calculation because they were antidilutive. For the three months ended December 31, 2011, share-based compensation awards for 2.4 million shares were excluded from the diluted EPS calculation because they were antidilutive.

ROCKWELL AUTOMATION, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)
(Unaudited)**2. Share-Based Compensation**

We recognized \$11.2 million and \$11.4 million of pre-tax share-based compensation expense during the three months ended December 31, 2012 and 2011, respectively. Our annual grant of share-based compensation takes place during the first quarter of each fiscal year. The number of shares granted to employees and non-employee directors and the weighted average fair value per share during the periods presented were (in thousands except per share amounts):

	Three Months Ended December 31,			
	2012		2011	
	Grants	Wtd. Avg. Share Fair Value	Grants	Wtd. Avg. Share Fair Value
Stock options	1,064	\$ 25.11	1,378	\$ 23.50
Performance shares	79	98.15	93	101.57
Restricted stock and restricted stock units	61	79.58	80	73.83
Unrestricted stock	7	69.38	9	54.55

3. Acquisitions

In October 2012, we acquired certain assets of the medium voltage drives business of Harbin Jiuzhou Electric Co., Ltd. (Harbin) located in Harbin, China. The acquisition strengthened our presence in the Asia-Pacific motor control market by adding significant capabilities in design, engineering and manufacturing of medium voltage drive products. The purchase price of the acquisition was \$84.8 million. We recorded goodwill of \$70.7 million attributable to the assembled workforce with the technical expertise in designing, engineering, and manufacturing medium voltage drive products and served market expansion. We assigned the full amount of goodwill to our Control Products & Solutions segment. None of the goodwill recorded is expected to be deductible for tax purposes.

The fair values and weighted average useful lives that have been assigned to the acquired identifiable intangible assets of this acquisition are (in millions, except useful lives):

	Fair Value	Wtd. Avg. Useful Life
Customer relationships	\$ 7.1	10 years
Technology	3.0	5 years
Other intangible assets	1.0	5 years

In May 2011, we purchased a majority stake in the equity of Lektronix Limited and its affiliate (Lektronix), an independent industrial automation repairs and service provider in Europe and Asia. We purchased the remaining minority shares for \$10.9 million in December 2011.

The results of operations of the acquired businesses have been included in our Condensed Consolidated Statement of Operations since the dates of acquisition. Pro forma financial information and allocation of the purchase price are not presented as the effects of these acquisitions are not material to our results of operations or financial position.

4. Inventories

Inventories consist of (in millions):

	December 31, 2012	September 30, 2012
Finished goods	\$ 276.5	\$ 262.5
Work in process	158.6	149.5
Raw materials, parts and supplies	211.5	207.0
Inventories	\$ 646.6	\$ 619.0

ROCKWELL AUTOMATION, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)
(Unaudited)**5. Goodwill and Other Intangible Assets**

Changes in the carrying amount of goodwill for the three months ended December 31, 2012 are (in millions):

	Architecture & Software	Control Products & Solutions	Total
Balance as of September 30, 2012	\$ 387.7	\$ 561.1	\$ 948.8
Acquisition of businesses	—	70.7	70.7
Translation	1.1	4.7	5.8
Balance as of December 31, 2012	<u>\$ 388.8</u>	<u>\$ 636.5</u>	<u>\$ 1,025.3</u>

Other intangible assets consist of (in millions):

	December 31, 2012		
	Carrying Amount	Accumulated Amortization	Net
Amortized intangible assets:			
Computer software products	\$ 127.4	\$ 64.5	\$ 62.9
Customer relationships	80.2	32.9	47.3
Technology	92.2	52.8	39.4
Trademarks	32.2	13.8	18.4
Other	22.5	17.4	5.1
Total amortized intangible assets	<u>354.5</u>	<u>181.4</u>	<u>173.1</u>
Intangible assets not subject to amortization	43.7	—	43.7
Total	<u>\$ 398.2</u>	<u>\$ 181.4</u>	<u>\$ 216.8</u>

	September 30, 2012		
	Carrying Amount	Accumulated Amortization	Net
Amortized intangible assets:			
Computer software products	\$ 123.4	\$ 61.2	\$ 62.2
Customer relationships	72.6	30.7	41.9
Technology	88.9	50.9	38.0
Trademarks	32.1	12.9	19.2
Other	21.4	16.9	4.5
Total amortized intangible assets	<u>338.4</u>	<u>172.6</u>	<u>165.8</u>
Intangible assets not subject to amortization	43.7	—	43.7
Total	<u>\$ 382.1</u>	<u>\$ 172.6</u>	<u>\$ 209.5</u>

The Allen-Bradley[®] trademark has an indefinite life, and therefore is not subject to amortization.

Estimated amortization expense is \$32.6 million in 2013, \$34.2 million in 2014, \$28.5 million in 2015, \$24.9 million in 2016 and \$20.9 million in 2017.

We perform the annual evaluation of our goodwill and indefinite life intangible assets for impairment as required by accounting principles generally accepted in the United States (U.S. GAAP) during the second quarter of each year.

ROCKWELL AUTOMATION, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)
(Unaudited)**6. Short-term Debt**

Our short-term debt obligations are comprised of commercial paper borrowings. Commercial paper borrowings outstanding were \$253.0 million at December 31, 2012 and \$157.0 million at September 30, 2012 . At December 31, 2012 , the weighted average interest rate and maturity period of the commercial paper outstanding were 0.27 percent and nine days , respectively. At September 30, 2012 , the weighted average interest rate and maturity period of the commercial paper outstanding were 0.27 percent and six days , respectively.

7. Other Current Liabilities

Other current liabilities consist of (in millions):

	December 31, 2012	September 30, 2012
Unrealized losses on foreign exchange contracts	\$ 13.0	\$ 21.5
Product warranty obligations	36.2	37.8
Taxes other than income taxes	36.9	37.1
Accrued interest	15.0	15.6
Income taxes payable	27.5	14.7
Other	70.2	81.1
Other current liabilities	<u>\$ 198.8</u>	<u>\$ 207.8</u>

8. Product Warranty Obligations

We record a liability for product warranty obligations at the time of sale to a customer based upon historical warranty experience. Most of our products are covered under a warranty period that runs for twelve months from either the date of sale or installation. We also record a liability for specific warranty matters when they become probable and reasonably estimable. Our product warranty obligations are included in other current liabilities in the Condensed Consolidated Balance Sheet.

Changes in the product warranty obligations for the three months ended December 31, 2012 and 2011 are (in millions):

	Three Months Ended December 31,	
	2012	2011
Balance at beginning of period	\$ 37.8	\$ 38.5
Accruals for warranties issued during the current period	8.2	9.6
Adjustments to pre-existing warranties	(1.0)	3.1
Settlements of warranty claims	(8.8)	(7.1)
Balance at end of period	<u>\$ 36.2</u>	<u>\$ 44.1</u>

ROCKWELL AUTOMATION, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)
(Unaudited)
9. Derivative Instruments and Fair Value Measurement

We use foreign currency forward exchange contracts to manage certain foreign currency risks. We enter into these contracts to offset changes in the amount of future cash flows associated with certain third-party and intercompany transactions denominated in foreign currencies expected to occur within the next two years (cash flow hedges). Certain of our locations have assets and liabilities denominated in currencies other than their functional currencies resulting from intercompany loans and other transactions with third parties denominated in foreign currencies. We also enter into foreign currency forward exchange contracts that we do not designate as hedging instruments to offset the transaction gains or losses associated with some of these assets and liabilities.

We value our forward exchange contracts using a market approach. We use a valuation model based on inputs including forward and spot prices for currency and interest rate curves. We did not change our valuation techniques during the three months ended December 31, 2012. The notional values of our forward exchange contracts outstanding at December 31, 2012 were \$1,011.1 million, of which \$586.7 million were designated as cash flow hedges. Currency pairs (buy/sell) comprising the most significant contract notional values were United States dollar (USD)/euro, USD/Canadian dollar, Swiss franc/euro, Singapore dollar/USD, Swiss franc/USD, USD/Brazilian Real, Swiss franc/Canadian dollar and USD/Singapore dollar.

We also use foreign currency denominated debt obligations to hedge portions of our net investments in non-U.S. subsidiaries. The currency effects of the debt obligations are reflected in accumulated other comprehensive loss within shareholders' equity where they offset gains and losses recorded on our net investments globally. At December 31, 2012 we had \$14.7 million of foreign currency denominated debt designated as net investment hedges.

U.S. GAAP defines fair value as the price that would be received for an asset or paid to transfer a liability (exit price) in an orderly transaction between market participants in the principal or most advantageous market for the asset or liability. U.S. GAAP also classifies the inputs used to measure fair value into the following hierarchy:

Level 1: Quoted prices in active markets for identical assets or liabilities.

Level 2: Quoted prices in active markets for similar assets or liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or inputs other than quoted prices that are observable for the asset or liability.

Level 3: Unobservable inputs for the asset or liability.

Assets and liabilities measured at fair value on a recurring basis and their location in our Condensed Consolidated Balance Sheet were (in millions):

	Balance Sheet Location	Fair Value (Level 2)	
		December 31, 2012	September 30, 2012
<u>Derivatives Designated as Hedging Instruments</u>			
Forward exchange contracts	Other current assets	\$ 6.4	\$ 8.7
Forward exchange contracts	Other assets	0.3	1.3
Forward exchange contracts	Other current liabilities	(6.8)	(8.4)
Forward exchange contracts	Other liabilities	(1.3)	(1.5)
Total		\$ (1.4)	\$ 0.1

	Balance Sheet Location	Fair Value (Level 2)	
		December 31, 2012	September 30, 2012
<u>Derivatives Not Designated as Hedging Instruments</u>			
Forward exchange contracts	Other current assets	\$ 3.1	\$ 2.3
Forward exchange contracts	Other assets	—	0.1
Forward exchange contracts	Other current liabilities	(6.2)	(13.1)
Forward exchange contracts	Other liabilities	(0.3)	—
Total		\$ (3.4)	\$ (10.7)

ROCKWELL AUTOMATION, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)
(Unaudited)

9. Derivative Instruments and Fair Value Measurement (continued)

The pre-tax amount of losses recorded in other comprehensive income (loss) related to hedges that would have been recorded in the Condensed Consolidated Statement of Operations had they not been so designated was (in millions):

	Three Months Ended December 31,	
	2012	2011
Forward exchange contracts (cash flow hedges)	\$ (0.7)	\$ (1.9)
Foreign currency denominated debt (net investment hedges)	(0.1)	—
Total	\$ (0.8)	\$ (1.9)

Approximately \$0.4 million (\$0.1 million net of tax) of net unrealized losses on cash flow hedges as of December 31, 2012 will be reclassified into earnings during the next 12 months. We expect that these net unrealized losses will be offset when the hedged items are recognized in earnings.

The pre-tax amount of gains (losses) reclassified from accumulated other comprehensive loss into the Condensed Consolidated Statement of Operations related to derivative forward exchange contracts designated as cash flow hedges, which offset the related (losses) gains on the hedged items during the periods presented, was:

	Three Months Ended December 31,	
	2012	2011
Sales	\$ (0.4)	\$ (0.2)
Cost of sales	1.2	2.7
Total	\$ 0.8	\$ 2.5

The amount recognized in earnings as a result of ineffective hedges was not significant.

The pre-tax amount of gains (losses) from forward exchange contracts not designated as hedging instruments recognized in the Condensed Consolidated Statement of Operations during the periods presented was:

	Three Months Ended December 31,	
	2012	2011
Other (expense) income	\$ 0.3	\$ (6.0)

ROCKWELL AUTOMATION, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)
(Unaudited)

9. Derivative Instruments and Fair Value Measurement (continued)

We also hold financial instruments consisting of cash, short-term investments, short-term debt and long-term debt. The fair values of our cash, short-term investments and short-term debt approximate their carrying amounts as reported in our Condensed Consolidated Balance Sheet due to the short-term nature of these instruments. We base the fair value of long-term debt upon quoted market prices for the same or similar issues. The following table presents the carrying amounts and estimated fair values of financial instruments not measured at fair value in the Condensed Consolidated Balance Sheet (in millions):

	December 31, 2012				
	Carrying Amount	Fair Value			
		Total	Level 1	Level 2	Level 3
Cash and cash equivalents	\$ 954.3	\$ 954.3	\$ 846.3	\$ 108.0	\$ —
Short-term investments	350.0	350.0	—	350.0	—
Short-term debt	253.0	253.0	—	253.0	—
Long-term debt	905.0	1,181.7	—	1,181.7	—

	September 30, 2012				
	Carrying Amount	Fair Value			
		Total	Level 1	Level 2	Level 3
Cash and cash equivalents	\$ 903.9	\$ 903.9	\$ 779.4	\$ 124.5	\$ —
Short-term investments	350.0	350.0	—	350.0	—
Short-term debt	157.0	157.0	—	157.0	—
Long-term debt	905.0	1,187.9	—	1,187.9	—

ROCKWELL AUTOMATION, INC.

10. Retirement Benefits

The components of net periodic benefit cost are (in millions):

	Pension Benefits	
	Three Months Ended December 31,	
	2012	2011
Service cost	\$ 23.1	\$ 17.9
Interest cost	40.2	41.9
Expected return on plan assets	(56.8)	(57.0)
Amortization:		
Prior service credit	(0.6)	(0.6)
Net actuarial loss	36.3	23.7
Net periodic benefit cost	<u>\$ 42.2</u>	<u>\$ 25.9</u>

	Other Postretirement Benefits	
	Three Months Ended December 31,	
	2012	2011
Service cost	\$ 0.6	\$ 0.5
Interest cost	1.6	1.8
Amortization:		
Prior service credit	(2.7)	(2.6)
Net actuarial loss	1.1	0.6
Net periodic benefit cost	<u>\$ 0.6</u>	<u>\$ 0.3</u>

In October 2011, we made a voluntary contribution of \$300 million to our U.S. qualified pension plan trust.

11. Commitments and Contingent Liabilities

Various lawsuits, claims and proceedings have been or may be instituted or asserted against us relating to the conduct of our business, including those pertaining to product liability, environmental, safety and health, intellectual property, employment and contract matters. Although the outcome of litigation cannot be predicted with certainty and some lawsuits, claims or proceedings may be disposed of unfavorably to us, we believe the disposition of matters that are pending or have been asserted will not have a material effect on our business, financial condition or results of operations.

We (including our subsidiaries) have been named as a defendant in lawsuits alleging personal injury as a result of exposure to asbestos that was used in certain components of our products many years ago. Currently there are a few thousand claimants in lawsuits that name us as defendants, together with hundreds of other companies. In some cases, the claims involve products from divested businesses, and we are indemnified for most of the costs. However, we have agreed to defend and indemnify asbestos claims associated with products manufactured or sold by our former Dodge mechanical and Reliance Electric motors and motor repair services businesses prior to their divestiture by us, which occurred on January 31, 2007. We are also responsible for half of the costs and liabilities associated with asbestos cases against the former Rockwell International Corporation's (RIC's) divested measurement and flow control business. But in all cases, for those claimants who do show that they worked with our products or products of divested businesses for which we are responsible, we nevertheless believe we have meritorious defenses, in substantial part due to the integrity of the products, the encapsulated nature of any asbestos-containing components, and the lack of any impairing medical condition on the part of many claimants. We defend those cases vigorously. Historically, we have been dismissed from the vast majority of these claims with no payment to claimants.

We have maintained insurance coverage that we believe covers indemnity and defense costs, over and above self-insured retentions, for claims arising from our former Allen-Bradley subsidiary. Following litigation against Nationwide Indemnity Company (Nationwide) and Kemper Insurance (Kemper), the insurance carriers that provided liability insurance coverage to Allen-Bradley, we entered into separate agreements on April 1, 2008 with both insurance carriers to further resolve responsibility for ongoing and future coverage of Allen-Bradley asbestos claims. In exchange for a lump sum payment, Kemper bought out its remaining liability and has been released from further insurance obligations to Allen-Bradley. Nationwide entered into a cost share agreement with us to pay the substantial majority of future defense and indemnity costs for Allen-Bradley asbestos claims. We believe that this arrangement with Nationwide will continue to provide coverage for Allen-Bradley asbestos claims throughout the remaining life of the asbestos liability.

The uncertainties of asbestos claim litigation make it difficult to predict accurately the ultimate outcome of asbestos claims. That uncertainty is increased by the possibility of adverse rulings or new legislation affecting asbestos claim litigation or the settlement process. Subject to these uncertainties and based on our experience defending asbestos claims, we do not believe these lawsuits will have a material effect on our financial condition or results of operations.

We have, from time to time, divested certain of our businesses. In connection with these divestitures, certain lawsuits, claims and proceedings may be instituted or asserted against us related to the period that we owned the businesses, either because we agreed to retain certain liabilities related to these periods or because such liabilities fall upon us by operation of law. In some instances, the divested business has assumed the liabilities; however, it is possible that we might be responsible to satisfy those liabilities if the divested business is unable to do so.

In connection with the spin-offs of our former automotive component systems business, semiconductor systems business and Rockwell Collins avionics and communications business, the spun-off companies have agreed to indemnify us for substantially all contingent liabilities related to the respective businesses, including environmental and intellectual property matters.

In connection with the sale of our Dodge mechanical and Reliance Electric motors and motor repair services businesses, we agreed to indemnify Baldor Electric Company for costs and damages related to certain legal, legacy environmental and asbestos matters of these businesses arising before January 31, 2007, for which the maximum exposure would be capped at the amount received for the sale.

In many countries we provide a limited intellectual property indemnity as part of our terms and conditions of sale. We also at times provide limited intellectual property indemnities in other contracts with third parties, such as contracts concerning the development and manufacture of our products, the divestiture of businesses and the licensing of intellectual property. Due to the number of agreements containing such provisions, we are unable to estimate the maximum potential future payments.

ROCKWELL AUTOMATION, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)
(Unaudited)

12. Income Taxes

At the end of each interim period, we estimate a base effective tax rate that we expect for the full fiscal year based on our most recent forecast of pre-tax income, permanent book and tax differences and global tax planning strategies. We use this base rate to provide for income taxes on a year-to-date basis, excluding the effect of significant unusual or extraordinary items and items that are reported net of their related tax effects. We record the tax effect of significant unusual or extraordinary items and items that are reported net of their tax effects in the period in which they occur.

The effective tax rate for the three months ended December 31, 2012 was 25.7 percent . The effective rate was lower than the U.S. statutory rate of 35 percent primarily because we benefited from lower non-U.S. tax rates.

The amount of gross unrecognized tax benefits was \$70.0 million (\$23.0 million net of offsetting tax benefits) at December 31, 2012 and \$70.3 million (\$23.3 million net of offsetting tax benefits) September 30, 2012 . These unrecognized tax benefits would reduce our effective tax rate if recognized. Offsetting tax benefits primarily consist of tax receivables that were recorded in other assets and foreign tax credit items that were recorded in deferred income taxes.

There was no material change in the amount of unrecognized tax benefits in the first three months of 2013 . We believe it is reasonably possible that the amount of unrecognized tax benefits could be reduced by up to \$1.2 million and the amount of offsetting tax benefits could be reduced by up to \$0.8 million during the next 12 months as a result of the resolution of worldwide tax matters and the lapses of statutes of limitations.

We recognize interest and penalties related to tax matters in tax expense. Accrued interest and penalties were \$20.6 million and \$20.1 million at December 31, 2012 and at September 30, 2012 , respectively.

We conduct business globally and are routinely audited by the various tax jurisdictions in which we operate. We are no longer subject to U.S. federal income tax examinations for years before 2009 and are no longer subject to state, local and foreign income tax examinations for years before 2003 .

ROCKWELL AUTOMATION, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)
(Unaudited)**13. Business Segment Information**

The following tables reflect the sales and operating results of our reportable segments (in millions):

	Three Months Ended December 31,	
	2012	2011
Sales		
Architecture & Software	\$ 657.5	\$ 650.5
Control Products & Solutions	831.7	823.4
Total	<u>\$ 1,489.2</u>	<u>\$ 1,473.9</u>
Segment operating earnings		
Architecture & Software	\$ 183.2	\$ 189.2
Control Products & Solutions	92.8	102.7
Total	276.0	291.9
Purchase accounting depreciation and amortization	(5.2)	(5.0)
General corporate – net	(18.5)	(20.2)
Non-operating pension costs ¹	(19.7)	(8.8)
Interest expense	(15.4)	(15.0)
Income before income taxes	<u>\$ 217.2</u>	<u>\$ 242.9</u>

¹ Beginning in fiscal 2013, we redefined segment operating earnings to exclude non-operating pension costs. Non-operating pension costs were reclassified to a separate line item within the above table for all periods presented. These costs were previously included in the operating earnings of each segment and in general corporate-net. Non-operating pension costs consist of defined benefit plan interest cost, expected return on plan assets, amortization of actuarial gains and losses and the impacts of any plan curtailments or settlements. These components of net periodic benefit cost primarily relate to changes in pension assets and liabilities that are a result of market performance; we consider these costs to be unrelated to the operating performance of our business. We continue to include service cost and amortization of prior service cost in the business segment that incurred the expense as these components of net periodic benefit cost represent the operating cost of providing pension benefits to our employees.

Among other considerations, we evaluate performance and allocate resources based upon segment operating earnings before income taxes, interest expense, costs related to corporate offices, non-operating pension costs, certain nonrecurring corporate initiatives, gains and losses from the disposition of businesses and purchase accounting depreciation and amortization. Depending on the product, intersegment sales within a single legal entity are either at cost or cost plus a mark-up, which does not necessarily represent a market price. Sales between legal entities are at an appropriate transfer price. We allocate costs related to shared segment operating activities to the segments using a methodology consistent with the expected benefit.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareowners of
Rockwell Automation, Inc.
Milwaukee, Wisconsin

We have reviewed the accompanying condensed consolidated balance sheet of Rockwell Automation, Inc. and subsidiaries (the "Company") as of December 31, 2012 , and the related condensed consolidated statements of operations, comprehensive income and cash flows for the three -month periods ended December 31, 2012 and 2011 . These condensed consolidated interim financial statements are the responsibility of the Company's management.

We conducted our reviews in accordance with the standards of the Public Company Accounting Oversight Board (United States). A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the Public Company Accounting Oversight Board (United States), the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our reviews, we are not aware of any material modifications that should be made to such condensed consolidated interim financial statements for them to be in conformity with accounting principles generally accepted in the United States of America.

We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheet of Rockwell Automation, Inc. and subsidiaries as of September 30, 2012 , and the related consolidated statements of operations, cash flows, shareowners' equity, and comprehensive income for the year then ended (not presented herein); and in our report dated November 19, 2012, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying condensed consolidated balance sheet as of September 30, 2012 is fairly stated, in all material respects, in relation to the consolidated balance sheet from which it has been derived.

/s/ DELOITTE & TOUCHE LLP

Milwaukee, Wisconsin
February 6, 2013

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations**Results of Operations****Forward Looking Statement**

This Quarterly Report contains statements (including certain projections and business trends) that are “forward looking statements” as defined in the Private Securities Litigation Reform Act of 1995. Words such as “believe”, “estimate”, “project”, “plan”, “expect”, “anticipate”, “will”, “intend” and other similar expressions may identify forward looking statements. Actual results may differ materially from those projected as a result of certain risks and uncertainties, many of which are beyond our control, including but not limited to:

- macroeconomic factors, including global and regional business conditions, the availability and cost of capital, the cyclical nature of our customers' capital spending, sovereign debt concerns and currency exchange rates;
- laws, regulations and governmental policies affecting our activities in the countries where we do business;
- the successful development of advanced technologies and demand for and market acceptance of new and existing products;
- the availability, effectiveness and security of our information technology systems;
- competitive products, services and solutions and pricing pressures, and our ability to provide high quality products, services and solutions;
- a disruption of our operations and supply chain due to natural disasters, acts of war, strikes, terrorism, social unrest or other causes;
- our ability to protect confidential information and enforce our intellectual property rights;
- our ability to successfully address claims by taxing authorities in the various jurisdictions where we do business;
- our ability to attract and retain qualified personnel;
- our ability to manage costs related to employee retirement and health care benefits;
- the uncertainties of litigation, including liabilities related to the safety and security of the products, services and solutions we sell or to alleged intellectual property infringements;
- our ability to manage and mitigate the risks associated with our solutions business;
- a disruption of our distribution channels;
- the availability and price of components and materials;
- the successful integration and management of acquired businesses;
- the successful execution of our cost productivity and globalization initiatives; and
- other risks and uncertainties, including but not limited to those detailed from time to time in our Securities and Exchange Commission (SEC) filings.

These forward looking statements reflect our beliefs as of the date of filing this report. We undertake no obligation to update or revise any forward looking statement, whether as a result of new information, future events or otherwise. See Item 1A, Risk Factors of our Annual Report on Form 10-K for the fiscal year ended September 30, 2012 for more information.

Non-GAAP Measures

The following discussion includes organic sales, total segment operating earnings and margin, Adjusted Income, Adjusted EPS, Adjusted Effective Tax Rate and free cash flow, which are non-GAAP measures. See **Supplemental Sales Information** for a reconciliation of reported sales to organic sales and a discussion of why we believe this non-GAAP measure is useful to investors. See **Results of Operations** for a reconciliation of income before income taxes to total segment operating earnings and margin and a discussion of why we believe these non-GAAP measures are useful to investors. See **Results of Operations** for a reconciliation of income from continuing operations, diluted EPS from continuing operations and effective tax rate to Adjusted Income, Adjusted EPS and Adjusted Effective Tax Rate and a discussion of why we believe these non-GAAP measures are useful to investors. See **Financial Condition** for a reconciliation of cash flows from operating activities to free cash flow and a discussion of why we believe this non-GAAP measure is useful to investors.

Overview

We are a leading global provider of industrial automation power, control and information solutions that help manufacturers achieve a competitive advantage for their businesses. Overall demand for our products, services and solutions is driven by:

- investments in manufacturing, including upgrades, modifications and expansions of existing facilities or production lines, and the creation of new facilities or production lines;
- investments in basic materials production capacity, partly in response to higher commodity pricing;
- our customers' needs for productivity and cost reduction, sustainable production (cleaner, safer and more energy efficient), quality assurance and overall global competitiveness;
- industry factors that include our customers' new product introductions, demand for our customers' products or services, and the regulatory and competitive environments in which our customers operate;
- levels of global industrial production and capacity utilization;
- regional factors that include local political, social, regulatory and economic circumstances; and
- the spending patterns of our customers due to their annual budgeting processes and their working schedule.

Long-term Strategy

Our vision of being the most valued global provider of innovative industrial automation and information products, services and solutions is supported by our growth and performance strategy, which seeks to:

- achieve growth rates in excess of the automation market by expanding our served market and strengthening our competitive differentiation;
- diversify our revenue streams by broadening our portfolio of products, services and solutions, expanding our global presence and serving a wider range of customer applications;
- grow market share by gaining new customers and by capturing a larger share of existing customers' spending;
- enhance our market access by building our channel capability and partner network;
- make acquisitions that serve as catalysts to organic growth by adding complementary technology, expanding our served market, increasing our domain expertise or continuing our geographic diversification;
- deploy human and financial resources to strengthen our technology leadership and our intellectual capital business model; and
- continuously improve quality and customer experience and drive annual cost productivity.

By implementing the strategy above, we seek to achieve our long-term financial goals that include revenue growth of 6-8 percent, double-digit EPS growth, return on invested capital in excess of 20 percent, free cash flow equal to about 100 percent of net income and 60 percent of our revenue outside the U.S., including 30 percent of revenue from emerging markets.

U. S. Industrial Economic Trends

In the first quarter of 2013, sales to U.S. customers accounted for 51 percent of our total sales. The various indicators we use to gauge the direction and momentum of our served U.S. markets include:

- The Industrial Production Index (Total Index), published by the Federal Reserve, which measures the real output of manufacturing, mining, and electric and gas utilities. The Industrial Production Index is expressed as a percentage of real output in a base year, currently 2007. Historically there has been a meaningful correlation between the changes in the Industrial Production Index and the level of automation investment made by our U.S. customers in their manufacturing base.
- The Manufacturing Purchasing Managers' Index (PMI), published by the Institute for Supply Management (ISM), which is an indicator of the current and near-term state of manufacturing activity in the U.S. According to the ISM, a PMI measure above 50 indicates that the U.S. manufacturing economy is generally expanding while a measure below 50 indicates that it is generally contracting.
- Industrial Equipment Spending, which is an economic statistic compiled by the Bureau of Economic Analysis (BEA). This statistic provides insight into spending trends in the broad U.S. industrial economy. This measure over the longer term has proven to demonstrate a reasonable correlation with our domestic growth.
- Capacity Utilization (Total Industry), which is an indicator of plant operating activity published by the Federal Reserve. Historically there has been a meaningful correlation between Capacity Utilization and levels of U.S. industrial production.

The table below depicts the trends in these indicators since the quarter ended September 2011. Modest improvement in the Industrial Production Index and Industrial Equipment Spending, relatively stable Capacity Utilization, and the PMI remaining above 50 cause us to expect stronger growth in the second half of our fiscal year.

	Industrial Production Index	PMI	Industrial Equipment Spending (in billions)	Capacity Utilization (percent)
Fiscal 2013				
Quarter ended:				
December 2012	97.6	50.7	\$202.8	78.5
Fiscal 2012				
Quarter ended:				
September 2012	97.4	51.5	198.0	78.6
June 2012	97.3	49.7	197.8	78.9
March 2012	96.7	53.4	190.7	78.7
December 2011	95.3	53.1	196.6	77.9
Fiscal 2011				
Quarter ended:				
September 2011	94.2	52.5	187.0	77.1

Note: Economic indicators are subject to revisions by the issuing organizations.

Non-U.S. Regional Trends

In the first quarter of 2013, sales to non-U.S. customers accounted for 49 percent of our total sales. These customers include both indigenous companies and multinational companies with expanding global presence. In addition to the global factors previously mentioned, international demand, particularly in emerging markets, has historically been driven by the strength of the industrial economy in each region, investments in infrastructure and expanding consumer markets.

We use changes in Gross Domestic Product (GDP) as one indicator of the growth opportunities in each region where we do business. After a period of global economic slowdown, worldwide GDP growth is expected to stabilize in 2013, with a modest acceleration expected in the latter half of the year. Western Europe continues to operate in a recessionary environment, with potential for an improved outlook in some countries later in the year. The emerging markets in Europe, the Middle East and Africa (EMEA) are expected to continue strong growth for the remainder of the year. In Asia, China's economy is stabilizing but India's economy is very weak with no sign of improvement in the near term. In Latin America, Mexico's economy remains strong and Brazil's economy is returning to positive growth. We still expect that emerging markets will be the fastest growing automation markets over the long term.

Summary of Results of Operations

Sales in the first quarter of 2013 increased 1 percent compared to the first quarter of 2012 . Organic sales increased 1.5 percent and currency translation reduced sales by less than 1 percentage point in the quarter. Strong growth in the United States and Latin America of 6 and 7 percent, respectively, was mostly offset by declines in the other regions, consistent with underlying market conditions. The end markets with the strongest sales growth for the quarter were transportation and oil and gas. The end markets with the weakest sales growth for the quarter were metals and mining.

We continued to execute our key initiatives:

- Sales related to our process initiative declined approximately 2 percent in the first quarter of 2013 due to low beginning solutions backlog and project delays.
- Logix organic sales in the first quarter of 2013 increased 5 percent year over year.
- Organic sales in emerging markets were essentially flat year over year. Strong growth in emerging EMEA and Latin America was mostly offset by declines in Asia Pacific, particularly China and India. Emerging markets represented 20 percent of total company sales in the first quarter of 2013 .

Total segment operating margin of 18.5 percent in the first quarter of 2013 was in line with our full year guidance.

Our Adjusted Effective Tax Rate in the first quarter of 2013 was 26.6 percent compared to 24.9 percent in the first quarter of 2012 .

The American Taxpayer Relief Act ("Act") of 2012 was enacted on January 2, 2013. Under the Act, the federal research and development credit was extended for amounts paid or incurred after December 31, 2011 through December 31, 2013. As a result, we now expect our full-year Adjusted Effective Tax Rate for 2013 to be between 25 to 26 percent, down slightly from our previous guidance of 26 percent.

ROCKWELL AUTOMATION, INC.

The following table reflects our sales and operating results for the three months ended December 31, 2012 and 2011 (in millions, except per share amounts):

	Three Months Ended December 31,	
	2012	2011
Sales		
Architecture & Software	\$ 657.5	\$ 650.5
Control Products & Solutions	831.7	823.4
Total sales (a)	<u>\$ 1,489.2</u>	<u>\$ 1,473.9</u>
Segment operating earnings ¹		
Architecture & Software	\$ 183.2	\$ 189.2
Control Products & Solutions	92.8	102.7
Total segment operating earnings ² (b)	276.0	291.9
Purchase accounting depreciation and amortization	(5.2)	(5.0)
General corporate — net	(18.5)	(20.2)
Non-operating pension costs ³	(19.7)	(8.8)
Interest expense	(15.4)	(15.0)
Income before income taxes	217.2	242.9
Income tax provision	(55.8)	(59.6)
Net income	<u>\$ 161.4</u>	<u>\$ 183.3</u>
Diluted EPS	<u>\$ 1.14</u>	<u>\$ 1.27</u>
Adjusted EPS	<u>\$ 1.23</u>	<u>\$ 1.31</u>
Diluted weighted average outstanding shares	<u>141.2</u>	<u>143.9</u>
Total segment operating margin ² (b/a)	18.5%	19.8%

(1) See Note 13 in the Condensed Consolidated Financial Statements for the definition of segment operating earnings.

(2) Total segment operating earnings and total segment operating margin are non-GAAP financial measures. We believe that these measures are useful to investors as measures of operating performance. We use these measures to monitor and evaluate the profitability of our operating segments. Our measures of total segment operating earnings and total segment operating margin may be different from measures used by other companies.

(3) Beginning in fiscal 2013, we redefined segment operating earnings to exclude non-operating pension costs. Non-operating pension costs were reclassified to a separate line item within the above table for all periods presented. These costs were previously included in segment operating earnings and in general corporate-net. We continue to include service cost and amortization of prior service cost in the business segment that incurred the expense as these costs represent the operating cost of providing pension benefits to our employees.

ROCKWELL AUTOMATION, INC.

Adjusted Income, Adjusted EPS and Adjusted Effective Tax Rate Reconciliation

Adjusted Income, Adjusted EPS and Adjusted Effective Tax Rate are non-GAAP earnings measures that exclude non-operating pension costs and their related income tax effects. We define non-operating pension costs as defined benefit plan interest cost, expected return on plan assets, amortization of actuarial gains and losses and the impacts of any plan curtailments or settlements. These components of net periodic benefit cost primarily relate to changes in pension assets and liabilities that are a result of market performance; we consider these costs to be unrelated to the operating performance of our business. We believe that Adjusted Income, Adjusted EPS and Adjusted Effective Tax Rate provide useful information to our investors about our operating performance and allow management and investors to compare our operating performance period over period. Our measures of Adjusted Income, Adjusted EPS and Adjusted Effective Tax Rate may be different from measures used by other companies. These non-GAAP measures should not be considered a substitute for income from continuing operations, diluted EPS and effective tax rate.

The following is a reconciliation of income from continuing operations, diluted EPS from continuing operations, and effective tax rate to Adjusted Income, Adjusted EPS and Adjusted Effective Tax Rate for the three months ended December 31, 2012 and 2011 (in millions, except per share amounts):

	Three Months Ended December 31,	
	2012	2011
Income from continuing operations	\$ 161.4	\$ 183.3
Non-operating pension costs	19.7	8.8
Tax effect of non-operating pension costs	(7.2)	(3.1)
Adjusted Income	<u>\$ 173.9</u>	<u>\$ 189.0</u>
Diluted EPS from continuing operations	\$ 1.14	\$ 1.27
Non-operating pension costs per diluted share, before tax	0.14	0.06
Tax effect of non-operating pension costs per diluted share	(0.05)	(0.02)
Adjusted EPS	<u>\$ 1.23</u>	<u>\$ 1.31</u>
Effective tax rate	25.7%	24.5%
Tax effect of non-operating pension costs	0.9%	0.4%
Adjusted Effective Tax Rate	<u>26.6%</u>	<u>24.9%</u>

ROCKWELL AUTOMATION, INC.

2013 First Quarter Compared to 2012 First Quarter

(in millions, except per share amounts)	Three Months Ended December 31,		
	2012	2011	Change
Sales	\$ 1,489.2	\$ 1,473.9	\$ 15.3
Income before income taxes	217.2	242.9	(25.7)
Diluted EPS	1.14	1.27	(0.13)
Adjusted EPS	1.23	1.31	(0.08)

Sales

Our sales increased 1 percent in the three months ended December 31, 2012 compared to the three months ended December 31, 2011 . Organic sales increased 1.5 percent , and currency translation reduced sales by less than 1 percentage point in the three months ended December 31, 2012 . Sales in our solutions and services businesses grew approximately 2 percent in the three months ended December 31, 2012 . Product sales grew approximately 1 percent in the three months ended December 31, 2012 . Pricing contributed less than 1 percentage point to growth during the period.

The tables below present our sales, attributed to the geographic regions based upon country of destination, for the three months ended December 31, 2012 and the change from the same period a year ago (in millions, except percentages):

	Three Months Ended December 31, 2012	Change vs. Three Months Ended December 31, 2011	Change in Organic Sales vs.
			Three Months Ended December 31, 2011
United States	\$ 761.1	6 %	6 %
Canada	106.3	1 %	(2)%
Europe, Middle East and Africa	296.1	(6)%	(2)%
Asia-Pacific	197.4	(7)%	(9)%
Latin America	128.3	4 %	7 %
Total Sales	\$ 1,489.2	1 %	1.5 %

- Organic sales growth in the United States was driven primarily by transportation and oil and gas industries, as consumer industries lagged the region growth rate.
- EMEA's organic sales declined due to flat OEM demand and lower beginning solutions backlog. EMEA emerging markets saw strong double-digit organic growth.
- Asia-Pacific organic sales declined due to significant declines in China and India, partially offset by sales growth in the balance of the region.
- Organic sales growth in Latin America was led by strong growth in Brazil.

2013 First Quarter Compared to 2012 First Quarter — (Continued)*Income before Income Taxes*

Income before income taxes decreased 11 percent in the three months ended December 31, 2012, primarily due to declines in segment operating earnings and higher non-operating pension costs. Total segment operating margin was 18.5 percent in the three months ended December 31, 2012 compared to an unusually strong margin of 19.8 percent in the three months ended December 31, 2011. Operating earnings and margin declined as increased spending related to annualization of fiscal 2012 investments, operating pension costs and employee compensation outpaced volume increases. These factors had a similar impact on operating margins in both segments.

Income Taxes

The effective tax rate in the first quarter of 2013 was 25.7 percent compared to 24.5 percent in the first quarter of 2012. Our Adjusted Effective Tax Rate in the first quarter of 2013 was 26.6 percent compared to 24.9 percent in the first quarter of 2012. The increase in the Adjusted Effective Tax Rate was primarily due to the year-over-year decrease in the use of foreign tax credits.

Architecture & Software

(in millions, except percentages)	Three Months Ended December 31,		
	2012	2011	Change
Sales	\$ 657.5	\$ 650.5	\$ 7.0
Segment operating earnings	183.2	189.2	(6.0)
Segment operating margin	27.9%	29.1%	(1.2) pts

Sales

Architecture & Software sales increased 1 percent in the three months ended December 31, 2012 compared to the three months ended December 31, 2011. Year-over-year organic sales increased 2 percent and currency translation reduced sales by 1 percentage point in the three months ended December 31, 2012. Logix organic sales increased 5 percent, while currency translation reduced sales by 1 percentage point in the three months ended December 31, 2012. The United States was the best performing region for the segment in the quarter, reporting year-over-year organic sales growth above the segment average rate of increase. The balance of the regions reported sales declines in the three months ended December 31, 2012.

Operating Margin

Architecture & Software segment operating earnings were down 3 percent in the three months ended December 31, 2012 compared to the three months ended December 31, 2011. Segment operating margin was 27.9 percent in the three months ended December 31, 2012, down from an unusually strong margin of 29.1 percent a year ago. Operating margin was up 2.7 points sequentially.

*2013 First Quarter Compared to 2012 First Quarter — (Continued)**Control Products & Solutions*

(in millions, except percentages)	Three Months Ended December 31,		
	2012	2011	Change
Sales	\$ 831.7	\$ 823.4	\$ 8.3
Segment operating earnings	92.8	102.7	(9.9)
Segment operating margin	11.2%	12.5%	(1.3) pts

Sales

Control Products & Solutions year-over-year sales increased 1 percent in the three months ended December 31, 2012 . Acquisitions and currency translation had a minimal impact.

Latin America was the best performing region for the segment with double digit year-over-year organic sales growth in the three months ended December 31, 2012 . The United Sales organic sales growth was also above the segment average rate of increase. The balance of the regions reported sales declines in the three months ended December 31, 2012 .

Operating Margin

Control Products & Solutions segment operating earnings were down 10 percent in the three months ended December 31, 2012 . Segment operating margin declined from 12.5 percent in the three months ended December 31, 2011 to 11.2 percent in the three months ended December 31, 2012 .

ROCKWELL AUTOMATION, INC.

Financial Condition

The following is a summary of our cash flows from operating, investing and financing activities, as reflected in the Condensed Consolidated Statement of Cash Flows (in millions):

	Three Months Ended December 31,	
	2012	2011
Cash provided by (used for):		
Operating activities	\$ 167.3	\$ (189.0)
Investing activities	(105.8)	(190.7)
Financing activities	(13.7)	294.9
Effect of exchange rate changes on cash	9.6	(19.9)
Cash provided by (used for) continuing operations	<u>\$ 57.4</u>	<u>\$ (104.7)</u>

The following table summarizes free cash flow (in millions):

Cash provided by continuing operating activities	\$ 167.3	\$ (189.0)
Capital expenditures of continuing operations	(21.6)	(31.6)
Excess income tax benefit from share-based compensation	10.6	9.8
Free cash flow	<u>\$ 156.3</u>	<u>\$ (210.8)</u>

Our definition of free cash flow, which is a non-GAAP financial measure, takes into consideration capital investments required to maintain the operations of our businesses and execute our strategy. Cash provided by continuing operating activities adds back non-cash depreciation expense to earnings and thus does not reflect a charge for necessary capital expenditures. Our definition of free cash flow excludes the operating cash flows and capital expenditures related to our discontinued operations. Operating, investing and financing cash flows of our discontinued operations are presented separately in our statement of cash flows. Our accounting for share-based compensation requires us to report the related excess income tax benefit as a financing cash flow rather than as an operating cash flow. We have added this benefit back to our calculation of free cash flow in order to generally classify cash flows arising from income taxes as operating cash flows. In our opinion, free cash flow provides useful information to investors regarding our ability to generate cash from business operations that is available for acquisitions and other investments, service of debt principal, dividends and share repurchases. We use free cash flow as one measure to monitor and evaluate performance. Our definition of free cash flow may differ from definitions used by other companies.

Free cash flow was a source of \$156.3 million for the three months ended December 31, 2012 compared to a use of \$210.8 million for the three months ended December 31, 2011. This increase in free cash flow is primarily due to the absence of a \$300 million discretionary pre-tax contribution to our U.S. qualified pension trust and lower incentive compensation payments in the first quarter of 2013 compared to the first quarter of 2012.

We repurchased approximately 1.2 million shares of our common stock under our share repurchase program in the first three months of 2013. The total cost of these shares was \$87.8 million, of which \$2.5 million was recorded in accounts payable at December 31, 2012 related to 30,000 shares that did not settle until January 2013. We also paid \$7.6 million in the first quarter of 2013 for unsettled share repurchases outstanding at September 30, 2012. We repurchased approximately 122,000 shares of our common stock in the first three months of 2012. The total cost of these shares was \$8.0 million. We also paid \$1.7 million in the first quarter of 2012 for unsettled share repurchases outstanding at September 30, 2011. Our decision to repurchase additional stock in the remainder of 2013 will depend on business conditions, free cash flow generation, other cash requirements and stock price. At December 31, 2012, we had approximately \$848.9 million remaining for stock repurchases under our existing board authorization. See Part II, Item 2, Unregistered Sales of Equity Securities and Use of Proceeds, for additional information regarding share repurchases.

We expect future uses of cash to include working capital requirements, capital expenditures, additional contributions to our retirement plans, acquisitions of businesses, dividends to shareowners, repurchases of common stock and repayments of debt. We expect capital expenditures in 2013 to be about \$150 million. We expect to fund future uses of cash with a combination of existing cash balances and short-term investments, cash generated by operating activities, commercial paper borrowings or a new issuance of debt or other securities.

Financial Condition — (Continued)

Given our extensive international operations, significant amounts of our cash, cash equivalents and short-term investments (funds) are held by non-U.S. subsidiaries where our undistributed earnings are permanently reinvested. Generally, these funds would be subject to U.S. tax if repatriated. The percentage of such non-U.S. funds can vary from quarter to quarter with a range of approximately 70 percent to 90 percent over the past eight quarters. As of December 31, 2012, approximately 90 percent of our funds were held in such non-U.S. subsidiaries. We have not encountered and do not expect to encounter any difficulty meeting the liquidity requirements of our domestic and international operations.

In addition to cash generated by operating activities, we have access to existing financing sources, including the public debt markets and unsecured credit facilities with various banks. Commercial paper is our principal source of short-term financing. At December 31, 2012, commercial paper borrowings outstanding were \$253.0 million, with a weighted average interest rate of 0.27 percent. At September 30, 2012, commercial paper borrowings outstanding were \$157.0 million, with a weighted average interest rate of 0.27 percent. Our debt-to-total-capital ratio was 37.0 percent at December 31, 2012 and 36.4 percent at September 30, 2012.

At December 31, 2012 and September 30, 2012, our total current borrowing capacity under our unsecured revolving credit facility, which expires in March 2015, was \$750.0 million. We have not borrowed against this credit facility at December 31, 2012 or September 30, 2012. Borrowings under this credit facility bear interest based on short-term money market rates in effect during the period the borrowings are outstanding. The terms of this credit facility contain covenants under which we would be in default if our debt-to-total-capital ratio was to exceed 60 percent. We were in compliance with all covenants under this credit facility at December 31, 2012 and September 30, 2012. Separate short-term unsecured credit facilities of approximately \$121.7 million at December 31, 2012 were available to non-U.S. subsidiaries.

Among other uses, we can draw on our credit facility as a standby liquidity facility to repay our outstanding commercial paper as it matures. This access to funds to repay maturing commercial paper is an important factor in maintaining the short-term credit ratings set forth in the table below. Under our current policy with respect to these ratings, we expect to limit our other borrowings under our credit facility, if any, to amounts that would leave enough credit available under the facility so that we could borrow, if needed, to repay all of our then outstanding commercial paper as it matures.

The following is a summary of our credit ratings as of December 31, 2012:

Credit Rating Agency	Short-Term Rating	Long-Term Rating	Outlook
Standard & Poor's	A-1	A	Stable
Moody's	P-2	A3	Stable
Fitch Ratings	F1	A	Stable

Our ability to access the commercial paper market, and the related costs of these borrowings, is affected by the strength of our credit ratings and market conditions. We have not experienced any difficulty in accessing the commercial paper market to date. If our access to the commercial paper market is adversely affected due to a change in market conditions or otherwise, we would expect to rely on a combination of available cash and our unsecured committed credit facility to provide short-term funding. In such event, the cost of borrowings under our unsecured committed credit facility could be higher than the cost of commercial paper borrowings.

We regularly monitor the third-party depository institutions that hold our cash and cash equivalents and short-term investments. Our emphasis is primarily on safety and liquidity of principal and secondarily on maximizing yield on those funds. We diversify our cash and cash equivalents among counterparties to minimize exposure to any one of these entities.

We enter into contracts to offset changes in the amount of future cash flows associated with certain third-party and intercompany transactions denominated in foreign currencies forecasted to occur within the next two years and to offset transaction gains or losses associated with some of our assets and liabilities that are denominated in currencies other than their functional currencies resulting from intercompany loans and other transactions with third parties denominated in foreign currencies. Our foreign currency forward exchange contracts are usually denominated in currencies of major industrial countries. We diversify our foreign currency forward exchange contracts among counterparties to minimize exposure to any one of these entities.

Information with respect to our contractual cash obligations is contained in Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, of our Annual Report on Form 10-K for the fiscal year ended September 30, 2012. We believe that at December 31, 2012, there has been no material change to this information.

ROCKWELL AUTOMATION, INC.
Supplemental Sales Information

We translate sales of subsidiaries operating outside of the United States using exchange rates effective during the respective period. Therefore, changes in currency exchange rates affect our reported sales. Sales by businesses we acquired also affect our reported sales. We believe that organic sales, defined as sales excluding the effects of changes in currency exchange rates and acquisitions, which is a non-GAAP financial measure, provides useful information to investors because it reflects regional and operating segment performance from the activities of our businesses without the effect of changes in currency exchange rates and acquisitions. We use organic sales as one measure to monitor and evaluate our regional and operating segment performance. We determine the effect of changes in currency exchange rates by translating the respective period's sales using the same currency exchange rates that were in effect during the prior year. When we acquire businesses, we exclude sales in the current period for which there are no comparable sales in the prior period. Organic sales growth is calculated by comparing organic sales to reported sales in the prior year. We attribute sales to the geographic regions based on the country of destination.

The following is a reconciliation of our reported sales to organic sales (in millions):

	Three Months Ended December 31, 2012					Three Months Ended December 31, 2011
	Sales	Effect of Changes in Currency	Sales Excluding Effect of Changes in Currency	Effect of Acquisitions	Organic Sales	Sales
United States	\$ 761.1	\$ (0.9)	\$ 760.2	\$ (1.5)	\$ 758.7	\$ 717.6
Canada	106.3	(3.2)	103.1	—	103.1	105.2
Europe, Middle East and Africa	296.1	12.8	308.9	—	308.9	315.0
Asia-Pacific	197.4	(2.2)	195.2	(1.7)	193.5	213.2
Latin America	128.3	3.4	131.7	—	131.7	122.9
Total Company Sales	\$ 1,489.2	\$ 9.9	\$ 1,499.1	\$ (3.2)	\$ 1,495.9	\$ 1,473.9

The following is a reconciliation of our reported sales by operating segment to organic sales (in millions):

	Three Months Ended December 31, 2012					Three Months Ended December 31, 2011
	Sales	Effect of Changes in Currency	Sales Excluding Effect of Changes in Currency	Effect of Acquisitions	Organic Sales	Sales
Architecture & Software	\$ 657.5	\$ 6.6	\$ 664.1	\$ —	\$ 664.1	\$ 650.5
Control Products & Solutions	831.7	3.3	835.0	(3.2)	831.8	823.4
Total Company Sales	\$ 1,489.2	\$ 9.9	\$ 1,499.1	\$ (3.2)	\$ 1,495.9	\$ 1,473.9

Critical Accounting Policies and Estimates

We have prepared the Condensed Consolidated Financial Statements in accordance with accounting principles generally accepted in the United States, which require us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the Condensed Consolidated Financial Statements and revenues and expenses during the periods reported. Actual results could differ from those estimates. Information with respect to our critical accounting policies that we believe could have the most significant effect on our reported results or require subjective or complex judgments by management is contained in Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, of our Annual Report on Form 10-K for the fiscal year ended September 30, 2012 . We believe that at December 31, 2012 , there has been no material change to this information.

Environmental

Information with respect to the effect on us and our manufacturing operations of compliance with environmental protection requirements and resolution of environmental claims is contained in Note 17 of the Consolidated Financial Statements in Item 8, Financial Statements and Supplementary Data, of our Annual Report on Form 10-K for the fiscal year ended September 30, 2012 . We believe that at December 31, 2012 , there has been no material change to this information.

Recent Accounting Pronouncements

None.

Item 3. *Quantitative and Qualitative Disclosures About Market Risk*

Information with respect to our exposure to interest rate risk and foreign currency risk is contained in Item 7A, Quantitative and Qualitative Disclosures About Market Risk, of our Annual Report on Form 10-K for the fiscal year ended September 30, 2012 . We believe that at December 31, 2012 , there has been no material change to this information.

Item 4 . *Controls and Procedures*

Disclosure Controls and Procedures: We, with the participation of our Chief Executive Officer and Chief Financial Officer, have evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (Exchange Act)) as of the end of the fiscal quarter covered by this report. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of the fiscal quarter covered by this report, our disclosure controls and procedures were effective.

Internal Control Over Financial Reporting: There has not been any change in our internal control over financial reporting (as such term is defined in Exchange Act Rule 13a-15(f)) during the fiscal quarter to which this report relates that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

As previously disclosed, we are in the process of developing and implementing common global process standards and an enterprise-wide information technology system. Additional implementations will occur at the remaining locations of our company throughout fiscal 2013-2014.

PART II. OTHER INFORMATION

Item 1. *Legal Proceedings*

Information with respect to our legal proceedings is contained in Item 3, Legal Proceedings, of our Annual Report on Form 10-K for the fiscal year ended September 30, 2012 . We believe that at December 31, 2012 , there has been no material change to this information.

Item 1A. *Risk Factors*

Information about our most significant risk factors is contained in Item 1A of our Annual Report on Form 10-K for the fiscal year ended September 30, 2012 . We believe that at December 31, 2012 there has been no material change to this information.

ROCKWELL AUTOMATION, INC.

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

Share Repurchases

The table below sets forth information with respect to purchases made by or on behalf of us of shares of our common stock during the three months ended December 31, 2012 :

Period	Total Number of Shares Purchased	Average Price Paid Per Share ⁽¹⁾	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Approx. Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs ⁽²⁾
October 1 - 31, 2012	560,000	\$ 69.88	560,000	\$ 897,540,191
November 1 - 30, 2012	269,407	77.62	269,407	876,628,368
December 1 - 31, 2012	340,000	81.58	340,000	848,891,536
Total	<u>1,169,407</u>	<u>75.07</u>	<u>1,169,407</u>	

(1) Average price paid per share includes brokerage commissions.

(2) On June 7, 2012, the Board of Directors authorized us to expend up to \$1.0 billion to repurchase shares of our common stock. Our repurchase program allows management to repurchase shares at its discretion. However, during quarterly “quiet periods,” defined as the period of time from quarter-end until two business days following the furnishing of our quarterly earnings results to the SEC on Form 8-K, shares are repurchased at our broker’s discretion pursuant to a share repurchase plan subject to price and volume parameters.

Item 6 . Exhibits

(a) Exhibits:

Exhibit 10.1*	—	Form of Stock Option Agreement under the Company's 2012 Long-Term Incentives Plan for options granted to executive officers of the Company after December 5, 2012.
Exhibit 10.2*	—	Form of Restricted Stock Agreement under the Company's 2012 Long-Term Incentives Plan for shares of restricted stock awarded to executive officers of the Company after December 5, 2012.
Exhibit 10.3*	—	Form of Performance Share Agreement under the Company's 2012 Long-Term Incentives Plan for performance shares awarded to executive officers of the Company after December 5, 2012.
Exhibit 15	—	Letter of Deloitte & Touche LLP regarding Unaudited Financial Information.
Exhibit 31.1	—	Certification of Periodic Report by the Chief Executive Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934.
Exhibit 31.2	—	Certification of Periodic Report by the Chief Financial Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934.
Exhibit 32.1	—	Certification of Periodic Report by the Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
Exhibit 32.2	—	Certification of Periodic Report by the Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
Exhibit 101	—	Interactive Data Files.

* Management contract or compensatory plan or arrangement.

SIGNATURES

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

ROCKWELL AUTOMATION, INC.
(Registrant)

Date: February 6, 2013

By /s/ T HEODORE D. C RANDALL

Theodore D. Crandall
Senior Vice President and
Chief Financial Officer
(Principal Financial Officer)

Date: February 6, 2013

By /s/ D AVID M. D ORGAN

David M. Dorgan
Vice President and Controller
(Principal Accounting Officer)

INDEX TO EXHIBITS

Exhibit No.	Exhibit
10.1*	Form of Stock Option Agreement under the Company's 2012 Long-Term Incentives Plan for options granted to executive officers of the Company after December 5, 2012.
10.2*	Form of Restricted Stock Agreement under the Company's 2012 Long-Term Incentives Plan for shares of restricted stock awarded to executive officers of the Company after December 5, 2012.
10.3*	Form of Performance Share Agreement under the Company's 2012 Long-Term Incentives Plan for performance shares awarded to executive officers of the Company after December 5, 2012.
15	Letter of Deloitte & Touche LLP regarding Unaudited Financial Information.
31.1	Certification of Periodic Report by the Chief Executive Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934.
31.2	Certification of Periodic Report by the Chief Financial Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934.
32.1	Certification of Periodic Report by the Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Periodic Report by the Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	Interactive Data Files.

* Management contract or compensatory plan or arrangement.

December 6, 2012

To: <full legal name>

We are pleased to notify you that you have been granted the following stock options (the "Options") under the Rockwell Automation, Inc. 2012 Long-Term Incentives Plan (the "Plan"):

<u>Date of Grant</u>	<u>Type of Grant</u>	<u>Number of Shares</u>	<u>Option Price</u>
12/6/2012	ISO		\$
12/6/2012	NQ		\$

The Options are granted under and may be exercised only upon the terms and conditions of this Stock Option Agreement, subject in all respects to the provisions of the Plan, as it may be amended. The enclosed Stock Option Terms and Conditions are incorporated in and are part of this Stock Option Agreement. Other terms and conditions are substantially the same as any options previously granted.

All option holders must activate an account with our stock option administrator, Charles Schwab, in order to exercise their stock options. There is no cost to open or maintain this account. If you already have a Schwab account, you need not open another. Please note that if you fail to activate an account with Schwab, you will experience unnecessary delays in the exercise of your options. If you have questions regarding your account, please call Charles Schwab's Customer Service Center at (877) 804-3529. You can also find account information at <http://eac.schwab.com>.

In partial consideration for the grant of the Options to you, you undertake and agree by your acceptance of this Stock Option Agreement that

- (a) during your employment with the Corporation or a Subsidiary (as such terms are defined in the Plan) and for two years after the date of your retirement or other termination of such employment, you shall not (i) directly or indirectly, except with the approval of the Corporation, engage or otherwise participate in any business that is competitive with any significant line of business of the Corporation or any of its Subsidiaries (otherwise than through ownership of not more than 5% of the voting securities of any such competitive business); or (ii) solicit or induce, or cause any other person or entity to solicit, any employee of the Corporation or any of its Subsidiaries to leave his or her employment with the Corporation or any of its Subsidiaries to accept employment or other engagement with any other person or entity; and
 - (b) in the event that you breach this undertaking, in addition to any and all other remedies the Corporation may have, (i) the Corporation shall have the right to determine by written notice to you that any of the Options then outstanding shall immediately lapse and cease to be exercisable; and (ii) you agree to pay the Corporation upon written demand the amount of the excess of the Fair Market Value (as defined in the Plan) of any shares of Stock (as defined in the Plan) you acquired upon exercise of any of the Options (other than Options exercised more than two years before the date of your retirement or other termination of employment) over the exercise price for such Stock.
-

If a Change of Control (as defined in the Plan) occurs, however, the foregoing provisions (a) and (b) shall immediately terminate as of, and shall not limit your activities after, the date of such Change of Control.

A copy of the Plan Prospectus is enclosed. You can find a copy of the Plan through the Schwab Equity Award Center[®] on the Web at <http://eac.schwab.com>. Please carefully read the enclosed documents and retain them for future reference.

The Options will lapse and be of no effect if a copy of this Stock Option Agreement, properly signed by you, is not received by the Compensation Department via email to jsanchez1@ra.rockwell.com or via postal mail at the following address on or before **January 31, 2013**, unless Rockwell Automation (in its sole discretion) elects in writing to extend that date:

Rockwell Automation, Inc.
Compensation, Mail Stop: 8-T28
1201 South Second Street
Milwaukee, WI 53204

Agreed to:
Date: _____

Employee Signature

<employee id>

ROCKWELL AUTOMATION, INC.

By:

Douglas M. Hagerman
Senior Vice President,
General Counsel and Secretary

Enclosures

ROCKWELL AUTOMATION, INC.
2012 LONG-TERM INCENTIVES PLAN
STOCK OPTION TERMS AND CONDITIONS
(December 6, 2012)

1. **Definitions**

As used in these Stock Option Terms and Conditions, the following words and phrases shall have the respective meanings ascribed to them below unless the context in which any of them is used clearly indicates a contrary meaning:

- (a) **Change of Control**: Change of Control shall have the same meaning as such term has in the Plan.
 - (b) **Charles Schwab**: Charles Schwab & Co., Inc., the stock option administrator whom Rockwell Automation has engaged to administer and process all Option exercises.
 - (c) **Corporation**: Rockwell Automation and its Subsidiaries (as such term is defined in the Plan).
 - (d) **Customer Service Center**: Charles Schwab's Customer Service Center that is used to facilitate Option transactions. Contact Charles Schwab at (877) 804-3529.
 - (e) **Exercise Request and Attestation Form**: Such form as may be accepted by Charles Schwab in connection with the use of already-owned shares to pay all or part of the exercise price for the Option Stock to be purchased on exercise of any of the Options.
 - (f) **Notice of Exercise Form**: The form attached as Exhibit 1 or any other form accepted by the Secretary of Rockwell Automation in his sole discretion.
 - (g) **Options**: The stock option or stock options listed in the first paragraph of the Stock Option Agreement dated December 6, 2012 to which these Stock Option Terms and Conditions are attached.
 - (h) **Option Stock**: The Stock issuable or transferable on exercise of the Options.
 - (i) **Plan**: Rockwell Automation's 2012 Long-Term Incentives Plan, as such Plan may be amended and in effect at the relevant time.
 - (j) **Rockwell Automation**: Rockwell Automation, Inc., a Delaware corporation, and any successor thereto.
 - (k) **Stock**: Stock shall have the same meaning as such term has in the Plan.
 - (l) **Stock Option Agreement**: These Stock Option Terms and Conditions together with the Stock Option Agreement dated December 6, 2012 to which they are attached.
-

2. **When Options May be Exercised**

The Options may be exercised, in whole or in part (but only for a whole number of shares of Stock) and at one time or from time to time, as to one-third (rounded to the nearest whole number) of the Option Stock granted as nonqualified stock options (NQs) and incentive stock options (ISOs) during the period beginning on December 6, 2013 and ending on December 6, 2022, as to an additional one-third (rounded to the nearest whole number) of the Option Stock granted as NQs and ISOs during the period beginning on December 6, 2014 and ending on December 6, 2022, and as to the balance of the Option Stock granted as NQs and ISOs during the period beginning on December 6, 2015 and ending on December 6, 2022, and only during those periods, provided that:

- (a) if you die while an Employee (as defined in the Plan), your estate, or any person who acquires the Options by bequest or inheritance, may exercise all the Options not theretofore exercised within (and only within) the period beginning on your date of death (even if you die before you have become entitled to exercise all or any part of the Options) and ending three years thereafter; and
- (b) if your employment by the Corporation terminates other than by death, then:
 - (i) if your retirement or other termination date is before December 6, 2013, the Options will terminate on your retirement or other termination and may not be exercised at any time;
 - (ii) if your employment by the Corporation is terminated for “cause” (as reasonably determined by the Corporation applying the definition in this Agreement), the Options will immediately terminate upon your termination and may not be exercised at any time;
 - (iii) if your employment by the Corporation terminates on or after December 6, 2013 by reason of your retirement, you (or if you die after your retirement date, your estate or any person who acquires the Options by bequest or inheritance) may thereafter exercise the Options within (and only within) the period starting on the date you would otherwise have become entitled to exercise the part of the Options so exercised and ending on the fifth anniversary of your retirement date; and
 - (iv) if your employment by the Corporation terminates on or after December 6, 2013 for any reason not specified in subparagraph (a) or in clauses (ii) or (iii) of this subparagraph (b), you (or if you die after your termination date, your estate or any person who acquires the Options by bequest or inheritance) may thereafter exercise the Options within (and only within) the period ending three (3) months after your termination date but only to the extent they were exercisable on your termination date.

For purposes of this Section 2, “cause” means any of the following: (i) your commission of an act of theft, dishonesty, willful misconduct, breach of fiduciary duty for personal profit, or falsification of any documents or records of the Corporation; (ii) your material failure to comply with the Corporation’s code of conduct or other policies; (iii) your breach of any obligation under any agreement between you and the Corporation; (iv) your unauthorized use, misappropriation, destruction or diversion of any asset of the Corporation; (v) any intentional act of yours that is injurious to the Corporation’s reputation, financial condition or business, or which otherwise is injurious to employees, clients, or suppliers of the Corporation; (vi) your repeated failure or inability to perform the duties and/or responsibilities of your position; or (vii) your conviction of, or plea of no contest to, any felony or criminal act involving fraud, dishonesty, misappropriation or moral turpitude, or which impairs your ability to perform your duties with the Corporation, as determined by the Corporation.

For purposes of this Section 2, retirement means termination of employment with the Corporation after attaining age 65 and five (5) years of service or age 55 and ten (10) years of service, except as otherwise determined by the Committee or the Chief Executive Officer of the Corporation.

For purposes of this Section 2, if you receive severance payments in connection with your separation from the Corporation, you will be treated as not having terminated your employment with the Corporation until the last date on which you are entitled to receive severance payments from the Corporation, at which time your employment by the Corporation will be deemed terminated.

In no event will the provisions of the foregoing subparagraphs (a) and (b) extend to a date after December 6, 2022 the period during which the Options may be exercised.

Notwithstanding any other provision of this Agreement, (x) if (A) a Change of Control occurs, (B) all Options that are outstanding are assumed or substituted with comparable awards by the successor corporation in such Change of Control or its parent corporation and (C) within two years of such Change of Control your employment is terminated (1) by reason of death or disability, (2) by you for a Change of Control Good Reason (as defined in the Plan) or (3) by the Corporation other than for Cause (as defined in the Plan) or (y) if (A) a Change of Control occurs and (B) all Options that are outstanding are not assumed or substituted with comparable awards by the successor corporation in such Change of Control or its parent corporation, all Options then outstanding (and, in the case of clause (x), any substituted awards of options) will immediately become vested and fully exercisable, whether or not then otherwise exercisable in accordance with their terms.

3. **Exercise Procedure**

(a) To exercise all or any part of the Options, you (or after your death, your estate or any person who has acquired the Options by bequest or inheritance) must first obtain authorization from Rockwell Automation's Office of the Secretary by submitting a Notice of Exercise Form to Rockwell Automation's Office of the Secretary (Attention: Stock Option Administration; facsimile number (414) 382-8487) or by other means acceptable to the Secretary of Rockwell Automation, and then contact the stock option administrator, Charles Schwab, by using the Customer Service Center as follows:

(i) contact the Customer Service Center by calling (877) 804-3529, Monday through Friday 9 a.m. to 9 p.m., ET, and follow the instructions provided;

(ii) the Customer Service Center confirms the Option transaction;

(iii) full payment of the exercise price for the Option Stock to be purchased on exercise of the Options may be made:

- by check (wire) to your Charles Schwab account; or
- in already-owned Stock; or
- in a combination of check (wire) to your Charles Schwab account and Stock; or
- by authorizing Charles Schwab or a third party approved by Rockwell Automation to sell the Stock (or a sufficient portion of the Stock) acquired upon exercise of the Options; and

(iv) in the case of an exercise of the Options by any person other than you seeking to exercise the Options, such documents as Charles Schwab or the Secretary of Rockwell Automation shall require to establish to their satisfaction that the person seeking to exercise the Options is entitled to do so.

(b) An exercise of the whole or any part of the Options shall be effective:

(i) if you elect (or after your death, the person entitled to exercise the Options elects) to pay the exercise price for the Option Stock entirely by check (wire), upon

- (A) completion of your transaction by using the Customer Service Center and full payment of the exercise price and withholding taxes (if applicable) are received by Charles Schwab within three (3) business days following the exercise; and
- (B) receipt of any documents required pursuant to Section 3(a)(iv) herein; and

(ii) if you elect (or after your death, the person entitled to exercise the Options elects) to pay the exercise price of the Option Stock in Stock or in a combination of Stock and check, upon (A) completion of your transaction by using the Customer Service Center and full payment of the exercise price (as described in Section 3(d) herein) and withholding taxes (if applicable) are received by Charles Schwab within three (3) business days following the exercise; and (B) receipt of any documents required pursuant to Section 3(a)(iv) herein.

(c) If you choose (or after your death, the person entitled to exercise the Options chooses) to pay the exercise price for the Option Stock to be purchased on exercise of any of the Options entirely by check, payment must be made by:

- delivering to Charles Schwab a check (wire) in the full amount of the exercise price of such Option Stock; or
- arranging with a stockbroker, bank or other financial institution to deliver to Charles Schwab full payment, by check or (if prior arrangements are made with Charles Schwab) by wire transfer, of the exercise price of such Option Stock .

In either event, in accordance with Section 3(e) herein, full payment of the exercise price for the Option Stock purchased must be made within three (3) business days after the exercise has been completed through the Customer Service Center.

(d)(i) If you choose (or after your death, the person entitled to exercise the Options chooses) to use already-owned Stock to pay all or part of the exercise price for the Option Stock to be purchased on exercise of any of the Options, you (or after your death, the person entitled to exercise the Options) must deliver to Charles Schwab an Exercise Request and Attestation Form and cash representing one share, per grant exercised, to settle the rounding of the exercise costs. To perform such a stock swap transaction or a partial swap transaction, the Exercise Request and Attestation Form must be submitted via fax (720) 785-8884 by 4 PM ET on the date of exercise. Any questions concerning a stock swap transaction should be referred to (877) 636-7551 (Stock Option Administration Group Hotline). The Exercise Request and Attestation Form must attest to your ownership of Stock representing:

- at least the number of shares of Stock whose value, based on the Fair Market Value (as defined in the Plan) on the day you have exercised your Options through the Customer Service Center, equals the exercise price for the Option Stock; or
 - any lesser number of shares of Stock you desire (or after your death, the person entitled to exercise the Options desires) to use to pay the exercise price for such Option Stock and a check in the amount of such exercise price less the value of the Stock to which you are attesting, based on the Fair Market Value on the day you have exercised your Options through the Customer Service Center.
-

- (ii) If you choose (or after your death, the person entitled to exercise the Options chooses) to use Stock acquired upon exercise of the Options to pay all or part of the exercise price for the remaining Option Stock to be purchased on exercise of any of the Options, you (or after your death, the person entitled to exercise the Options) must contact the Customer Service Center at (877) 804-3529.
- (iii) Charles Schwab will advise you (or any other person who, being entitled to do so, exercises the Options) of the exact number of shares of Stock, valued in accordance with Section 4(a)(ii) of the Plan at their Fair Market Value on the date of exercise, and any funds required to pay in full the exercise price for the Option Stock purchased. In accordance with Section 3(e) herein, you (or such other person) must pay, by check, in Stock or in a combination of check and Stock, any balance required to pay in full the exercise price of the Option Stock purchased within three (3) business days after the exercise has been completed through the Customer Service Center.
- (iv) Notwithstanding any other provision of this Stock Option Agreement, the Secretary of Rockwell Automation may limit the number, frequency or volume of successive exercises of any of the Options in which payment is made, in whole or in part, by delivery of Stock pursuant to this subparagraph (d) to prevent unreasonable pyramiding of such exercises.

(e) An exercise completed through the Customer Service Center, whether or not full payment of the exercise price for the Option Stock is received by Charles Schwab, shall constitute a binding contractual obligation by you (or the other person entitled to exercise the Options) to proceed with and conclude that exercise of the Options (but only so long as you continue, or the other person entitled to exercise the Options continues, to be entitled to exercise the Options on that date). By your acceptance of this Stock Option Agreement, you agree (for yourself and on behalf of any other person who becomes entitled to exercise the Options) to deliver or cause to be delivered to Charles Schwab in full the exercise price for the Option Stock, that payment being by check, wire transfer, in Stock or in a combination of check and Stock, on or before the third business day after the date on which you complete the exercise through the Customer Service Center. If such payment is not made, you (for yourself and on behalf of any other person who becomes entitled to exercise the Options) authorize the Corporation, in its discretion, to set off against salary payments or other amounts due or which may become due you (or the other person entitled to exercise the Options) any balance of the exercise price for such Option Stock remaining unpaid thereafter.

(f) An Exercise Confirmation representing the number of shares of Option Stock purchased will be issued the third business day (i) after Charles Schwab has received full payment therefor or (ii) at Rockwell Automation's or Charles Schwab's election in their sole discretion, after Rockwell Automation or Charles Schwab has received (x) full payment of the exercise price of the Option Stock and (y) any reimbursement in respect of withholding taxes due pursuant to Section 5 herein.

4. **Transferability**

The Options are not transferable by you otherwise than (i) by will or by the laws of descent and distribution, or (ii) in the case of Options not granted as incentive stock options, by gift (A) to any member of your immediate family or (B) to a limited liability corporation or partnership or trust for the benefit of one or more members of your immediate family or (C) to a family charitable trust established by you or a member of your immediate family; *provided, however*, that no transfer pursuant to this clause (ii) shall be effective unless you have notified the Corporation's Office of the Secretary (Attention: Stock Option Administration) in writing specifying the Option or Options transferred, the date of the gift and the name, address and social security or other taxpayer identification number of the transferee. During your lifetime, only you are entitled to exercise the Options unless you have transferred any Option in accordance with this paragraph to a member of your immediate family or to a limited liability corporation or partnership or trust

for the benefit of one or more members of your immediate family or to a family charitable trust established by you or a member of your immediate family, in which case only that transferee (or the legal representative of the estate or the heirs or legatees of that transferee) shall be entitled to exercise that Option. For purposes of this paragraph, your “immediate family” shall mean your spouse and natural, adopted or step-children and grandchildren.

5. **Withholding**

Rockwell Automation, your employer and Charles Schwab shall have the right, in connection with the exercise of the Options in whole or in part, to deduct from any payment to be made by Rockwell Automation or Charles Schwab under the Plan an amount equal to the taxes required to be withheld by law with respect to such exercise or to require you (or any other person entitled to exercise the Options) to pay to it an amount sufficient to provide for any such taxes so required to be withheld. By your acceptance of this Stock Option Agreement, you agree (for yourself and on behalf of any other person who becomes entitled to exercise the Options) that if Rockwell Automation or Charles Schwab elects to require you (or such other person) to remit an amount sufficient to pay such withholding taxes, you (or such other person) must remit that amount within three (3) business days after the completion of the Option exercise. If such payment is not made, Rockwell Automation, in its discretion, shall have the same right of set-off with respect to payment of the withholding taxes in connection with the exercise of the Option as provided under Section 3(e) herein with respect to payment of the exercise price.

6. **Headings**

The section headings contained in these Stock Option Terms and Conditions are solely for the purpose of reference, are not part of the agreement of the parties and shall in no way affect the meaning or interpretation of this Stock Option Agreement.

7. **References**

All references in these Stock Option Terms and Conditions to Sections, paragraphs, subparagraphs or clauses shall be deemed to be references to Sections, paragraphs, subparagraphs and clauses of these Stock Option Terms and Conditions unless otherwise specifically provided.

8. **Entire Agreement**

This Stock Option Agreement and the Plan embody the entire agreement and understanding between Rockwell Automation and you with respect to the Options, and there are no representations, promises, covenants, agreements or understandings with respect to the Options other than those expressly set forth in this Stock Option Agreement and the Plan.

9. **Applicable Laws and Regulations**

This Stock Option Agreement and Rockwell Automation’s obligation to issue Option Stock hereunder are subject to applicable laws and regulations, as well as Rockwell Automation’s insider trading policies.

Exhibit 1 Notice of Exercise Form

**NOTICE OF EXERCISE FORM
FOR OFFICERS**

To: Rockwell Automation, Inc.
Office of the Secretary
1201 South Second Street
E-7F19
Milwaukee, WI 53204

Fax No. (414) 382-8487

1. **OPTIONS EXERCISED:** Subject to the terms and conditions of the Stock Option Agreement dated December 6, 2012, with Rockwell Automation, Inc. (Rockwell Automation), I hereby exercise the following stock option(s) granted thereunder:

<u>Date of Grant</u>	<u>Number of Shares</u>	<u>Exercise Price</u>	<u>Total Purchase Price</u>
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

2. **PAYMENT:** The following must be received by Charles Schwab & Co., Inc. (Charles Schwab) within three business days following the date of exercise:

- A check payable to the Rockwell Automation Employee Stock Option Program or a wire transfer to Charles Schwab for credit to the Rockwell Automation Employee Stock Option Program in the amount of the Total Purchase Price of the above-itemized stock option(s); **or**
- A number of shares of Rockwell Automation Common Stock surrendered or sold to pay the Total Purchase Price of the above-itemized stock option(s); **or**
- A combination of (i) a check payable to the Rockwell Automation Employee Stock Option Program or a wire transfer to Charles Schwab for credit to the Rockwell Automation Employee Stock Option Program, and (ii) a number of Shares surrendered or sold; which together amount to the Total Purchase Price of the above-itemized stock option(s).

If full payment of the Total Purchase Price of the stock option(s) listed in Item 1 is not delivered within three (3) business days after the exercise date, Rockwell Automation is authorized forthwith to set off the balance due against any amounts due or which may become due me to satisfy my obligation to pay the Total Purchase Price.

This Stock Option Exercise may not be revoked or changed after delivery of this form, properly completed, dated and signed, to Rockwell Automation whether or not payment accompanies this form and whether this form is dated before, on or after the date of such receipt.

Signature

Print Name

Date

ROCKWELL AUTOMATION, INC.
2012 LONG-TERM INCENTIVES PLAN
RESTRICTED STOCK AGREEMENT
(December 6, 2012)

To: <full legal name>

In accordance with Section 4(c) of the Rockwell Automation, Inc. 2012 Long-Term Incentives Plan (the Plan), _____ shares (Restricted Shares) of Stock (as defined in the Plan) of Rockwell Automation, Inc. (Rockwell Automation) have been granted to you, effective December 6, 2012, as Restricted Stock (as defined in the Plan) upon the terms and conditions of this Restricted Stock Agreement, subject in all respects to the provisions of the Plan, as it may be amended. Capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings ascribed to them in the Plan.

1. Earning of Restricted Shares

(a) If you shall continue as an Employee from the date hereof until December 6, 2015, then you shall be deemed to have fully earned all the Restricted Shares subject to this Agreement on such date.

(b) If you shall die or suffer a disability that shall continue for a continuous period of at least six months during the period of your continuous service as an Employee and prior to December 6, 2015, then you shall be deemed to have fully earned all the Restricted Shares subject to this Agreement on the date of your death or the six month anniversary of your disability, as the case may be.

(c) If during the period of your continuous service as an Employee and prior to December 6, 2015, (A) a Change of Control occurs, (B) all Restricted Shares that are outstanding are assumed or substituted with comparable awards by the successor corporation in such Change of Control or its parent corporation and (C) within two years of such Change of Control your employment is terminated (1) by reason of death or disability, (2) by you for a Change of Control Good Reason or (3) by the Corporation other than for Cause, you shall be deemed to have fully earned all the Restricted Shares subject to this Agreement (and any substituted awards of restricted stock) on the date of your separation from service. If during the period of your continuous service as an Employee and prior to December 6, 2015, (A) a Change of Control occurs and (B) all Restricted Shares that are outstanding are not assumed or substituted with comparable awards by the successor corporation in such Change of Control or its parent corporation, then you shall be deemed to have fully earned all the Restricted Shares subject to this Agreement on the date of such Change of Control.

(d) If your employment by Rockwell Automation terminates on or after the first anniversary of the date hereof and prior to December 6, 2015 by reason of your retirement, then you shall be deemed to have fully earned a prorated portion of the Restricted Shares subject to this Agreement equal to the number of Restricted Shares subject to this Agreement, multiplied by the percentage of days in the three-year period ended December 6, 2015 during which you were an Employee. For purposes of this Section 1, retirement means termination of employment with Rockwell Automation after attaining age 65 and five (5) years of service or age 55 and ten (10) years of service, except as otherwise determined by the Committee or the Chief Executive Officer of Rockwell Automation or as otherwise may be required by local law.

(e) For purposes of this Section 1, if you receive severance payments in connection with your separation from Rockwell Automation, you will be treated as not having terminated your employment with Rockwell Automation until the last date on which you are entitled to receive severance payments from Rockwell Automation, at which time your employment by Rockwell Automation will be deemed terminated.

2. Retention of Certificates for Restricted Shares

Certificates for the Restricted Shares and any dividends or distributions thereon or in respect thereof that may be paid in additional shares of Stock or other securities of Rockwell Automation or securities of another entity (Stock Dividends) shall be delivered to and held by Rockwell Automation, or shall be registered in book entry form subject to Rockwell Automation's instructions, until you shall have earned the Restricted Shares in accordance with the provisions of Section 1. To facilitate implementation of the provisions of this Agreement, you undertake to sign and deposit with Rockwell Automation's Office of the Secretary such documents appropriate to effectuate the purpose and intent of this Restricted Stock Agreement as Rockwell Automation may reasonably request from time to time.

3. Dividends and Voting Rights

Notwithstanding the retention by Rockwell Automation of certificates (or the right to give instructions with respect to shares held in book entry form) for the Restricted Shares and any Stock Dividends, unless and until such shares have been forfeited in accordance with Section 5, you shall be entitled to receive any dividends that may be paid in cash on, and to vote, the Restricted Shares and you shall be entitled to receive any Stock Dividends held by Rockwell Automation (or subject to its instructions) in accordance with Section 2.

4. Delivery of Earned Restricted Shares

As promptly as practicable after (i) you shall have been deemed to have earned the Restricted Shares in accordance with Section 1 and (ii) Rockwell Automation has been reimbursed for all required withholding taxes in respect of your earning all the Restricted Shares and Stock Dividends that you have been deemed to have earned, Rockwell Automation shall deliver to you (or in the event of your death, to your estate or any person who acquires your interest in the Restricted Shares by bequest or inheritance) all or the part of the Restricted Shares and Stock Dividends that you have been deemed to have earned.

5. Forfeiture of Unearned Restricted Shares

(a) Notwithstanding any other provision of this Agreement, other than as provided in Section 5(b), if at any time it shall become impossible for you to earn any of the Restricted Shares in accordance with this Agreement, all the Restricted Shares, together with any Stock Dividends, then being held by Rockwell Automation (or subject to its instructions) in accordance with Section 2 shall be forfeited, and you shall have no further rights of any kind or nature with respect thereto. Upon any such forfeiture, the Restricted Shares, together with any Stock Dividends, shall be transferred to Rockwell Automation.

(b) Notwithstanding any other provision of this Agreement, if Section 1(d) is applicable, all of the unearned Restricted Shares, together with any Stock Dividends thereon, then being held by Rockwell Automation (or subject to its instructions) in accordance with Section 2 shall be forfeited, and you shall have no further rights of any kind or nature with respect thereto. Upon any such forfeiture, such unearned Restricted Shares, together with any Stock Dividends thereon, shall be transferred to Rockwell Automation.

6. Adjustments

If there shall be any change in or affecting shares of Stock on account of any stock dividend or split, merger or consolidation, reorganization (whether or not Rockwell Automation is a surviving corporation), recapitalization, reorganization, combination or exchange of shares or other similar corporate changes or an extraordinary dividend in cash, securities or other property, there shall be made or taken such amendments to this Agreement or the Restricted Shares as the Board of Directors may deem appropriate under the circumstances.

7. Transferability

This grant is not transferable by you otherwise than by will or by the laws of descent and distribution, and the Restricted Shares, and any Stock Dividends, shall be deliverable during your lifetime only to you.

8. Withholding

Rockwell Automation shall have the right, in connection with the delivery of the Restricted Shares and any Stock Dividends subject to this Agreement, (i) to deduct from any payment otherwise due by Rockwell Automation to you or any other person receiving delivery of the Restricted Shares and any Stock Dividends an amount equal to any taxes required to be withheld by law with respect to such delivery, (ii) to require you or any other person receiving such delivery to pay to it an amount sufficient to provide for any such taxes so required to be withheld, or (iii) to sell such number of the Restricted Shares and any Stock Dividends as may be necessary so that the net proceeds of such sale shall be an amount sufficient to provide for any such taxes so required to be withheld.

9. No Acquired Rights

You acknowledge, agree and consent that: (a) the Plan is discretionary and Rockwell Automation may amend, cancel or terminate the Plan at any time; (b) the grant of the Restricted Shares subject to this Agreement is a one-time benefit offered to you and does not create any contractual or other right for you to receive any grant of Stock as Restricted Stock or benefits under the Plan in the future; (c) future grants, if any, shall be at the sole discretion of Rockwell Automation, including, but not limited to, the timing of any grant, the number of shares and forfeiture provisions; and (d) your participation in the Plan is voluntary.

10. Applicable Law

This Agreement and Rockwell Automation's obligation to deliver Restricted Shares and any Stock Dividends hereunder shall be governed by and construed and enforced in accordance with the laws of Delaware and the Federal law of the United States.

11. Entire Agreement.

This Agreement and the Plan embody the entire agreement and understanding between Rockwell Automation and you with respect to the Restricted Shares subject to this Agreement, and there are no representations, promises, covenants, agreements or understandings with respect to such Restricted Shares other than those expressly set forth in this Agreement and the Plan. In the event of any conflict between this Agreement and the Plan, the terms of the Plan shall govern.

ROCKWELL AUTOMATION, INC.

By:

Douglas M. Hagerman
Senior Vice President,
General Counsel and Secretary

Dated: December 6, 2012

Agreed to this ____ day of _____, 20__.

Name:

ROCKWELL AUTOMATION, INC.
2012 LONG-TERM INCENTIVES PLAN
PERFORMANCE SHARE AGREEMENT
(December 6, 2012)

To:

In accordance with Section 4(f) of the 2012 Long-Term Incentives Plan (the "Plan") of Rockwell Automation, Inc. ("Rockwell Automation"), _____ Performance Shares (as defined in the Plan) have been granted to you today upon the terms and conditions of this Performance Share Agreement (this "Agreement"), subject in all respects to the provisions of the Plan, as it may be amended. Capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings ascribed to them in the Plan.

1. Terms of Performance Shares .

(a) Subject to the provisions of this Section 1, you shall be eligible to receive shares of Stock or cash as determined in accordance with Section 1(f) of this Agreement in respect of the Performance Shares subject to this Agreement (the "Performance Share Payout") if you shall continue as an Employee from the date hereof until December 6, 2015 (the "Performance Share Period"). Except as otherwise provided in Section 1(c) of this Agreement, payment of such shares of Stock or cash shall be paid in the calendar year in which the Performance Share Period ends.

(b) If (i) you shall die or suffer a disability (as determined by Rockwell Automation in its sole discretion) that shall continue for a continuous period of at least six months during the period of your continuous service as an Employee and prior to the end of the Performance Share Period; or (ii) your employment by Rockwell Automation terminates on or after the first anniversary of the date hereof and prior to the end of the Performance Share Period by reason of your retirement (defined as termination of employment with Rockwell Automation after attaining age 65 and five (5) years of service or age 55 and ten (10) years of service, except as otherwise determined by the Committee or the Chief Executive Officer of Rockwell Automation); then you shall be eligible to receive at the time such Performance Shares would otherwise be payable pursuant to Section 1(a) of this Agreement a prorated portion of the Performance Share Payout in accordance with Section 1(f) of this Agreement equal to such Performance Share Payout, multiplied by the percentage of days in the Performance Share Period during which you were an Employee.

(c) To the extent permitted by Section 409A and except as is necessary to satisfy the requirements of Section 409A, the following provisions shall apply in the event of a Change of Control during the Performance Share Period:

(i) If during the period of your continuous service as an Employee and prior to the end of the Performance Share Period (A) a Change of Control occurs that qualifies as a "409A Change of Control Event" (as defined below), (B) all Performance Shares that are outstanding are either assumed or substituted with comparable awards with the same payment triggers by the successor corporation in such Change of Control or its parent corporation, and (C) within two years of such Change of Control your employment is terminated (1) by reason of death or disability, (2) by you for a Change of Control Good Reason, or (3) by Rockwell Automation other than for Cause, all performance goals applicable to the Performance Shares (and to any substituted awards) will be deemed achieved at levels in accordance with Section 1(f) of this Agreement and all other terms and conditions met; and you shall be entitled to receive promptly and in any event within ninety days following your Separation from Service the Performance

Share Payout in accordance with Section 1(f) of this Agreement. For purposes of this Agreement, a "409A Change of Control Event" means a "Change of Control Event" as defined in Treasury Regulation Section 1.409A-3(i)(5)(i) and set forth in Treasury Regulation Section 1.409A-3(i)(5)(v)-(vii), applying the default rules and percentages set forth in such Treasury Regulation.

(ii) If during the period of your continuous service as an Employee and prior to the end of the Performance Share Period (A) a Change of Control occurs that qualifies as a "409A Change of Control Event" (as defined above) and (B) all Performance Shares that are outstanding are not either assumed or substituted with comparable awards with the same payment triggers by the successor corporation in such Change of Control or its parent corporation, all performance goals applicable to the Performance Shares (and to any substituted awards) will be deemed achieved at levels in accordance with Section 1(f) of this Agreement and all other terms and conditions met; and you shall be entitled to receive promptly and in any event within ninety days following such Change in Control the Performance Share Payout in accordance with Section 1(e) of this Agreement.

(d) If you cease to be an Employee prior to satisfaction of any of the conditions set forth in Section 1(a), 1(b) or 1(c) of this Agreement, you shall not be entitled to receive any Performance Share Payout in respect of the Performance Shares subject to this Agreement and shall have no further rights with respect to the Performance Shares subject to this Agreement .

(e) For purposes of this Section 1, other than Section 1(c), if you receive severance payments in connection with your separation from Rockwell Automation, you will be treated as not having terminated your employment with Rockwell Automation until the last date on which you are entitled to receive severance payments from Rockwell Automation, at which time your employment by Rockwell Automation will be deemed terminated. In no event shall this Section 1(e) accelerate, extend or otherwise change the payment date in respect of the performance shares pursuant to this Section 1.

(f) Subject to the provisions of this Section 1 (including, if Section 1(b) of this Agreement is applicable, the proration requirements thereof), promptly following the end of the Performance Share Period (or promptly following a 409A Change in Control Event or Separation from Service, as the case may be, in the event Section 1(c) of this Agreement is applicable), and in any event within the time periods set forth in Sections 1(a), 1(b), and 1(c) of this Agreement, the number of shares of Stock (or the amount of cash) payable to you in respect of the Performance Shares subject to this Agreement shall be determined by multiplying (i) the number of Performance Shares subject to this Agreement by (ii) the applicable percentage determined by the Committee in accordance with Attachment 1 hereto based on the total shareholder return of Rockwell Automation Common Stock, assuming reinvestment of all dividends, for the period from October 1, 2012 to September 30, 2015; provided, however, that if Section 1(c) of this Agreement is applicable, the percentage under this Section 1(f)(ii) shall be deemed to be 100%. In determining such total shareholder return, the price of the Stock on each of the first and last dates of such three-year period will be determined by using the average of the daily closing prices per share of the Stock as reported on the New York Stock Exchange Composite Transactions Reporting System for the 20 trading days immediately preceding such date. Any payout in respect of Performance Shares subject to this Agreement may be in Stock, in cash or partly in Stock and partly in cash, as the Committee may determine. Any cash amounts payable pursuant to this Section 1(f) will be calculated based upon the Fair Market Value of the Stock on the trading day immediately preceding the payout date (or such other date as the Committee shall determine in its sole discretion).

2. Delivery of Shares or Cash.

As promptly as practicable after (i) shares of Stock or cash have been determined by the Committee to be payable in accordance with Section 1 of this Agreement in respect of the Performance Shares subject to this Agreement and (ii) Rockwell Automation has been reimbursed for all required withholding taxes in respect of the Stock and/or cash payable in respect of such Performance Shares, and in

accordance with the time periods set forth in Section 1 of this Agreement, Rockwell Automation shall deliver to you (or in the event of your death, to your estate or any person who acquires your interest in such Performance Shares by bequest or inheritance) shares of Stock, cash or a combination thereof, as shall be determined by the Committee, in respect of such Performance Shares.

3. Forfeiture of Performance Shares.

Notwithstanding any other provision of this Agreement, if at any time it shall become impossible for you to receive any Performance Share Payout in respect of the Performance Shares subject to this Agreement, all such Performance Shares shall be forfeited, and you shall have no further rights of any kind or nature with respect thereto.

4. Adjustments.

If there shall be any change in or affecting shares of Stock on account of any stock dividend or split, merger or consolidation, reorganization (whether or not Rockwell Automation is a surviving corporation), recapitalization, reorganization, combination or exchange of shares or other similar corporate changes or an extraordinary dividend in cash, securities or other property, there shall be made or taken such amendments to this Agreement or the Performance Shares subject to this Agreement as the Board of Directors may deem appropriate under the circumstances.

5. Transferability.

This grant is not transferable by you otherwise than by will or by the laws of descent and distribution, and the Stock and/or cash payable in respect of the Performance Shares subject to this Agreement shall be deliverable, during your lifetime, only to you.

6. Withholding.

Rockwell Automation shall have the right, in connection with the delivery of any shares of Stock or cash in respect of the Performance Shares subject to this Agreement, (i) to deduct from any payment otherwise due by Rockwell Automation to you or any other person receiving delivery of such shares or cash an amount equal to any taxes required to be withheld by law with respect to such delivery, (ii) to require you or any other person receiving such delivery to pay to it an amount sufficient to provide for any such taxes so required to be withheld, or (iii) to sell such number of shares of Stock as may be necessary so that the net proceeds of such sale shall be an amount sufficient to provide for any such taxes so required to be withheld.

7. No Acquired Rights.

You acknowledge, agree and consent that: (a) subject to Section 409A, the Plan is discretionary and Rockwell Automation may amend, cancel or terminate the Plan at any time; (b) the grant of the Performance Shares subject to this Agreement is a one-time benefit offered to you and does not create any contractual or other right for you to receive any grant of performance shares or benefits under the Plan in the future; (c) future grants, if any, shall be at the sole discretion of Rockwell Automation, including, but not limited to, the timing of any grant, the number of shares and forfeiture provisions; and (d) your participation in the Plan is voluntary.

8. Applicable Law.

This Agreement and Rockwell Automation's obligation to deliver the Stock and/or cash payable in respect of the Performance Shares subject to this Agreement shall be governed by and construed and enforced in accordance with the laws of Delaware and the Federal law of the United States.

9. 409A

This Agreement is intended to comply with Section 409A and, to the maximum extent permitted, this Agreement will be interpreted in accordance with such intention. Notwithstanding any other provision of this Agreement to the contrary, the Company makes no representation that this Plan or any amounts payable under this Agreement will be exempt from or comply with Section 409A and makes no undertaking to preclude Section 409A from applying to this Agreement. For purposes of this Agreement, any reference to "termination of employment", "termination" or similar reference, shall be deemed to refer to "separation from service" within the meaning of Section 409A.

To the extent that any amount payable under this Agreement constitutes an amount payable or benefit to be provided under a "nonqualified deferred compensation plan" (as defined in Section 409A) that is not exempt from Section 409A, and such amount is payable as a result of a Separation from Service and you are a "specified employee" (as defined and determined under Section 409A and any relevant procedures that Rockwell Automation may establish) at the time of your Separation from Service, then, notwithstanding any other provision in this Agreement to the contrary, such payment will not be made to you until the day after the date that is six (6) months following your Separation from Service, at which time all payments that otherwise would have been paid to you under this Agreement during that six-month period, but were not paid because of this paragraph, will be paid in a single lump sum. This six-month delay will cease to be applicable in the event of your death.

10. Entire Agreement.

This Agreement and the Plan embody the entire agreement and understanding between Rockwell Automation and you with respect to the Performance Shares subject to this Agreement, and there are no representations, promises, covenants, agreements or understandings with respect to such Performance Shares other than those expressly set forth in this Agreement and the Plan. In the event of any conflict between this Agreement and the Plan, the terms of the Plan shall govern, except with respect to terms required to achieve compliance with Section 409A.

ROCKWELL AUTOMATION, INC.

By:

Douglas M. Hagerman
Senior Vice President,
General Counsel and Secretary

Attachment 1 — Matrix

Dated:

Agreed to this _____ day of _____, 20__

Name:

February 6, 2013

Rockwell Automation, Inc.
1201 South Second Street
Milwaukee, Wisconsin 53204

We have reviewed, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the unaudited interim financial information of Rockwell Automation, Inc. and subsidiaries for the periods ended December 31, 2012 and 2011 , as indicated in our report dated February 6, 2013 ; because we did not perform an audit, we expressed no opinion on that information.

We are aware that our report referred to above, which is included in your Quarterly Report on Form 10-Q for the quarter ended December 31, 2012 , is incorporated by reference in Registration Statement Nos. 333-38444, 333-101780, 333-113041, 333-149581, 333-150019, 333-157203, 333-165727, 333-180557, and 333-184400 on Form S-8 and Registration Statement Nos. 333-24685, 333-43071 and 333-147658 on Form S-3.

We also are aware that the aforementioned report, pursuant to Rule 436(c) under the Securities Act of 1933, is not considered a part of the Registration Statement prepared or certified by an accountant or a report prepared or certified by an accountant within the meaning of Sections 7 and 11 of that Act.

/s/ DELOITTE & TOUCHE LLP

Milwaukee, Wisconsin

CERTIFICATION

I, Keith D. Nosbusch, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Rockwell Automation, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 6, 2013

/s/ KEITH D. NOSBUSCH

Keith D. Nosbusch
Chairman, President and
Chief Executive Officer

CERTIFICATION

I, Theodore D. Crandall, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Rockwell Automation, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 6, 2013

/s/ THEODORE D. CRANDALL

Theodore D. Crandall
Senior Vice President and
Chief Financial Officer

CERTIFICATION OF PERIODIC REPORT

I, Keith D. Nosbusch, Chairman, President and Chief Executive Officer of Rockwell Automation, Inc. (the “Company”), hereby certify pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

(1) the Quarterly Report on Form 10-Q of the Company for the quarter ended December 31, 2012 (the “Report”) fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and

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

Date: February 6, 2013

/ S / K E I T H D . N O S B U S C H

Keith D. Nosbusch
Chairman, President and
Chief Executive Officer

CERTIFICATION OF PERIODIC REPORT

I, Theodore D. Crandall, Senior Vice President and Chief Financial Officer of Rockwell Automation, Inc. (the "Company"), hereby certify pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

- (1) the Quarterly Report on Form 10-Q of the Company for the quarter ended December 31, 2012 (the "Report") fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 6, 2013

/ S / T HEODORE D. C RANDALL

Theodore D. Crandall
Senior Vice President and
Chief Financial Officer