

**UNITED STATES OF AMERICA**  
**Before the**  
**SECURITIES AND EXCHANGE COMMISSION**

**SECURITIES EXCHANGE ACT OF 1934**  
**Release No. 92259 / June 25, 2021**

**ADMINISTRATIVE PROCEEDING**  
**File No. 3-20373**

**In the Matter of**

**AMEC FOSTER  
WHEELER LIMITED,**

**Respondent.**

**ORDER INSTITUTING CEASE-AND-  
DESIST PROCEEDINGS PURSUANT TO  
SECTION 21C OF THE SECURITIES  
EXCHANGE ACT OF 1934, MAKING  
FINDINGS, AND IMPOSING A CEASE-  
AND-DESIST ORDER**

**I.**

The Securities and Exchange Commission (“Commission”) deems it appropriate that cease-and-desist proceedings be, and hereby are, instituted pursuant to Section 21C of the Securities Exchange Act of 1934 (“Exchange Act”), against Amec Foster Wheeler Limited (“Foster Wheeler” or “Respondent”) which is currently owned by John Wood Group PLC (“Wood”), the successor-in-interest to Amec Foster Wheeler Plc.

**II.**

In anticipation of the institution of these proceedings, Respondent has submitted an Offer of Settlement (the “Offer”) which the Commission has determined to accept. Solely for the purpose of these proceedings and any other proceedings brought by or on behalf of the Commission, or to which the Commission is a party, Respondent admits the Commission’s jurisdiction over it and the subject matter of these proceedings, and consents to the entry of this Order Instituting Cease-and-Desist Proceedings Pursuant to Section 21C of the Securities Exchange Act of 1934, Making Findings, and Imposing a Cease-and-Desist Order (“Order”), as set forth below.

### III.

On the basis of this Order and Respondent's Offer, the Commission finds<sup>1</sup> that:

#### SUMMARY

1. These proceedings arise out of a bribery scheme to obtain an oil and gas engineering and design contract in Brazil by respondent Amec Foster Wheeler Limited ("Amec Foster Wheeler"), formerly Foster Wheeler AG (collectively "Foster Wheeler"), a company that provided project, engineering, and technical services to energy and industrial markets in over 30 countries. From 2012 through 2014, Foster Wheeler's UK subsidiary, Foster Wheeler Energy Limited ("FWEL") made improper payments to Brazilian officials in connection with efforts to win a contract with the Brazilian state-owned oil company, Petróleo Brasileiro S.A. – Petrobras ("Petrobras"). The bribes were made through third party agents, including one agent who failed Foster Wheeler's due diligence process for prospective sales agents, but was allowed to "unofficially" continue working on the project. Foster Wheeler, through FWEL, paid approximately \$1.1 million in bribes in connection with the Brazilian contract. None of the improper payments were accurately reflected in Foster Wheeler's books and records and it failed to have sufficient internal accounting controls in place to detect or prevent the misconduct. Foster Wheeler obtained a benefit of over \$17.6 million. As a result of this conduct, Foster Wheeler violated the anti-bribery, books and records, and internal accounting controls provisions of the Foreign Corrupt Practices Act of 1977 (the "FCPA") [15 U.S.C. 78dd].

#### RESPONDENT

2. **Amec Foster Wheeler Limited** is the successor-in-interest to Foster Wheeler AG. During the relevant time period, Foster Wheeler was a Swiss company, and the parent of a group of companies, with a significant presence in the United Kingdom. Shares of Foster Wheeler were registered with the Commission pursuant to Section 12(b) of the Exchange Act and traded on the NASDAQ Stock Exchange under the symbol "FWLT." In November 2014, AMEC plc acquired Foster Wheeler and was renamed Amec Foster Wheeler plc ("AFW"), a UK company traded on the London Stock Exchange whose shares were registered with the Commission pursuant to Section 12(b) of the Exchange Act and traded on the New York Stock Exchange under the symbol "AMFW." On October 6, 2017, John Wood Group PLC ("Wood"), a UK company traded on the London Stock Exchange, acquired AFW, which was renamed Amec Foster Wheeler Limited, a wholly-owned subsidiary of Wood. Wood is not an issuer within the meaning of the FCPA.

#### OTHER RELEVANT ENTITIES AND INDIVIDUAL

3. **Foster Wheeler Energy Limited** ("FWEL") was a subsidiary of Foster Wheeler AG with offices in Reading, UK. FWEL was the Foster Wheeler subsidiary that retained agents in connection with its efforts to obtain a contract in Brazil. FWEL's books and records were consolidated into the books and records of Foster Wheeler.

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<sup>1</sup> The findings herein are made pursuant to Respondent's Offer of Settlement and are not binding on any other person or entity in this or any other proceeding.

4. **Petróleo Brasileiro S.A. – Petrobras** (“Petrobras”) is an integrated energy company headquartered in Rio de Janeiro, Brazil. The Brazilian government owns approximately 50.26% of Petrobras’s common shares with voting rights, and the Brazilian Economic and Social Development Bank controls an additional 9.87% of Petrobras’s common shares. Petrobras’s common and preferred stock is registered with the Commission pursuant to Section 12(b) of the Exchange Act and trades on the New York Stock Exchange in the form of ADSs under the symbols “PBR” and “PBR.A,” respectively.

5. **Italian Agent** is a consultant who is affiliated with **Monaco Intermediary Company**, which was a Monaco-based company that acted as an intermediary in the oil and gas industry. Italian Agent is an Italian citizen who resides in Italy, Switzerland, and the United States. Italian Agent acted as a consultant to Foster Wheeler and was engaged on an interim basis as an agent of Foster Wheeler, the “issuer,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

6. **Brazil Agent** is a small engineering services firm located in Rio de Janeiro, Brazil. Its majority owner and director was a former Petrobras employee. Brazil Agent acted as a consultant to Foster Wheeler, and was an agent of Foster Wheeler, the “issuer,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

## FACTS

### Foster Wheeler Retained Italian Agent Despite Concerns

7. In 2011, Foster Wheeler sought to establish a business presence in Brazil’s oil and gas industry. At the time, Foster Wheeler was a project, engineering, and technical services company in the energy and industrial markets. Foster Wheeler’s Brazilian subsidiary hired Brazil Country Manager, based in Rio de Janeiro, to identify a local engineering company for Foster Wheeler to acquire and to find business opportunities in Brazil. One of Brazil Country Manager’s supervisors was located in Houston, TX, where Foster Wheeler’s Americas Region was based.

8. In the summer of 2011, Italian Agent learned from Brazil Agent that Petrobras, a Brazilian state-owned oil company, was planning to seek bids on the engineering design of a gas-to-chemical fertilizer plant, known as the UFN-IV project. Brazil Agent, whose principal formerly worked as a Petrobras employee, learned about the Petrobras project “from very good friends.” At that time, both Italian Agent and the outgoing non-executive Chairman of the Board (“Chairman of the Board”) of Foster Wheeler were regular customers of a high-end men’s clothing store in New York City. Per Italian Agent’s request, the clothing store sales manager arranged an introduction with the outgoing Chairman of the Board. After meeting at an airport on or around October 28, 2011, Italian Agent emailed information about the UFN-IV project to the outgoing Chairman of the Board, who forwarded the email to the acting CEO of Foster Wheeler stating: “[T]his person was introduced to me by a mutual friend. *I obviously have no idea of his legitimacy.* Would you be interested in speaking with him?” (emphasis added).

9. The acting CEO forwarded the email to Brazil Country Manager and others, saying, “Good intelligence. Can he help us?” Brazil Country Manager responded, “I do not think so at all.” Brazil Country Manager added that Foster Wheeler should not use Italian Agent’s services or contacts, because “we would send a wrong message in the market here.”

10. On December 1, 2011, Italian Agent told the then-former Chairman of the Board that he had met Brazil Country Manager, and that they discussed the UFN-IV project and “compliance, etc.” Italian Agent forwarded these emails to the CEO of Monaco Intermediary Company, who responded “[i]nteresting reading” and asked to be kept posted. On December 27, 2011, Italian Agent emailed Brazil Country Manager to schedule another meeting. He wrote, “By the way, [Monaco Intermediary Company] has recently (this month) already passed due diligence by your Company, so this will take care of your reservations about compliance.” This was untrue; in fact, Foster Wheeler had recently decided not to retain Monaco Intermediary Company because of compliance concerns. Nonetheless, Italian Agent offered to arrange for Monaco Intermediary Company to receive his payments from Foster Wheeler, if that would be simpler than conducting due diligence on Italian Agent.

11. Indeed, in November 2011, Monaco Intermediary Company failed Foster Wheeler’s due diligence when issues were raised in a due diligence report conducted by a third-party consultant about Monaco Intermediary Company’s associations and business practices, including possible violations of U.S. and U.K. sanctions laws. As a result, Foster Wheeler declined to use Monaco Intermediary Company as its agent. Members of Foster Wheeler management, including its General Counsel, Chief Compliance Officer, acting CEO who later became the Chief Operations Officer (“COO”), head of Global Sales and Marketing, and CEO of FWEL were aware of the report.

12. On January 20, 2012, Italian Agent emailed Brazil Country Manager,

It seems that the issue of the project has major problems . . . To discuss about compliance (for which I insist we have a solution) it is irrelevant now when you are facing [an] uphill battle during which we could be of some real professional help. . . . [Y]ou do not achieve success today without [ ] intense ground work at various levels, which you do not have enough and we can provide.

On January 22, Brazil Country Manager forwarded Italian Agent’s email to Foster Wheeler’s Head of Global Sales and Marketing and to the Director of Business Development for Central and South America located in Foster Wheeler’s Houston, TX office, noting, “[I]n this [email] the guy is more ‘explicit.’” He added, “[I]n Brazil we should try to avoid the path he offers at all. If we do it in 1 project . . . we will be bullied to do it in all projects by him and others.”

13. On January 27, Italian Agent emailed Brazil Country Manager that he was working on the commission rates for himself and for the Brazil Agent. He assured Brazil Country Manager “[a]bsolute discretion in the future as well: I shall be the only one involved and I shall take the risk to be accused if you lose the project.” On April 10, 2012, Brazil Country Manager confirmed with

Foster Wheeler's CEO and COO that Foster Wheeler would offer Italian Agent a 2% commission. At the time, FWEL's UFN-IV bid was due within days.

14. On April 11, 2012, on a call with an in-house attorney at FWEL, Brazil Country Manager, Foster Wheeler's CEO, and others, it was noted that Italian Agent had "links to [Monaco Intermediary Company]." Despite the fact that Foster Wheeler had recently rejected Monaco Intermediary Company as an agent, Foster Wheeler continued to work with Italian Agent to secure the UFN-IV contract. In fact, FWEL's general counsel drafted an interim agency agreement to use Italian Agent even though Foster Wheeler's policy on outside agents did not allow for interim agreements while due diligence was pending.

#### **FWEL Submitted its Bid for the Petrobras Contract**

15. On April 18, 2012, FWEL submitted its bid to qualify for the UFN-IV front-end engineering design ("FEED") contract. Petrobras required the winning bidder to negotiate and manage contracts with five pre-selected companies that owned the licenses for technologies needed for the project ("technology providers"). While FWEL's bid and Italian Agent's due diligence were both pending, Italian Agent traveled to Rio de Janeiro to engage with Petrobras on behalf of Foster Wheeler. On April 24, 2012, Italian Agent emailed the former Chairman of the Board of Foster Wheeler:

. . . I am waiting now to receive reply on due diligence made on the Brazilian Company that I have introduced and also due diligence about me (as an overall [a]dvisor). . . . In the meantime . . . , in spite of being the lowest bidder we are going to have major difficulties regarding the compliance of the offer in relation with the technolog[y] providers. This issue requires a lot of support that we will be able to provide (Brazil Country Manager is fully aware and trusts my contacts).

The former Chairman of the Board forwarded the email to the COO, who acknowledged that he was following the developments.

16. On April 29, 2012, after Brazil Country Manager stated he was "puzzled" by Italian Agent's statement about "the nature and discretion of our business", Italian Agent explained, "What I meant [is] that there is a great deal of [d]iplomacy in what WE are doing and always to be able to find the right 'chemistry' [to] fulfill our duties . . . . Diplomacy being what it is, requires confidentiality and discretion. I understood and [am] ready to comply with your requests . . . ." (emphasis in original). That same day, Italian Agent began sending emails to Brazil Country Manager's personal email address in addition to his company email address. On April 30, 2012, Petrobras announced that FWEL was the only bidder to qualify for the UFN-IV FEED contract.

17. On May 8, 2012, Foster Wheeler management received the completed due diligence report on Italian Agent, which referenced his links to Monaco Intermediary Company, and indicated that the due diligence review did not corroborate his past work experience. On the basis of the due diligence results, Foster Wheeler decided not to engage

Italian Agent as an agent on the UFN-IV project. However, Foster Wheeler did not terminate the interim agency agreement. Instead, Italian Agent continued to work on the project throughout its duration. During that time, Italian Agent corresponded regularly with Brazil Country Manager using Brazil Country Manager's personal email address. Italian Agent used various U.S.-based email providers in his work on the project.

### **Foster Wheeler Retained Brazil Agent as its Agent on the Brazil Contract**

18. In late April 2012, Italian Agent introduced Brazil Country Manager to the principals of Brazil Agent with the intent that Brazil Agent serve as the agent on the Petrobras contract. Brazil Agent's association and its payment structure with Italian Agent were removed from the due diligence materials. On the agent questionnaire that it filled out during Foster Wheeler's due diligence process, Brazil Agent used a yellow sticky note to reference Italian Agent's ongoing role in UFN-IV. Brazil Country Manager had reporting obligations to the Director of Business Development for Central and South America based in Foster Wheeler's U.S. office. The Director of Business Development instructed Brazil Country Manager to remove the sticky note before submitting the document for review. Foster Wheeler attorneys and managers were aware that Italian Agent would maintain a role in the project and considered providing Brazil Agent with an interim agreement as well.

19. Italian Agent and Brazil Agent paid bribes to a Petrobras official to obtain confidential information on Foster Wheeler's behalf to win the contract and to negotiate favorable pricing and other project terms. From May to August 2012, Foster Wheeler and Petrobras were negotiating a number of issues related to the UFN-IV contract, including an important pricing negotiation to be discussed on the morning of June 1. Early that morning, Italian Agent emailed Brazil Country Manager saying, "I understand that you are now very busy for the important early meeting this morning." He added that approval from Foster Wheeler to retain Brazil Agent would enable him and Brazil Agent to work more efficiently. At 6:30 a.m., in advance of the meeting, Brazil Country Manager called Italian Agent to tell him that Foster Wheeler had approved Brazil Agent. Then, at 8:00 a.m., Brazil Country Manager and FWEL managers visited Petrobras, where their escort was an employee of the Petrobras official. Later that day, Italian Agent emailed Brazil Country Manager, writing, "Perhaps some help is now materializing in a more convincing way: keep struggling[,] you are not alone."

20. As of July 25, 2012, FWEL had not entered into a written agreement with Brazil Agent. Brazil Agent told Italian Agent that "our friends in the Client are uncomfortable [sic] because we didn't sign our contract." In other words, officials at Petrobras were concerned that FWEL might not pay Brazil Agent, which would prevent the Petrobras officials from receiving their bribe payments.

21. On July 31, 2012, Italian Agent represented to Foster Wheeler's former Chairman of the Board that Brazil Agent was given a green light on due diligence but was continuing to work without a written agency contract in place. He also noted that "we have been successful" in ensuring Petrobras would not disqualify FWEL from the contract when Foster Wheeler had not obtained required agreements with the technology providers.

22. On August 20, 2012, FWEL took the unusual step of agreeing to pay Brazil Agent an additional \$560,000 in commissions on fees related to services performed by the technology providers on the UFN-IV contract. On August 23, 2012, Foster Wheeler announced that Petrobras had awarded the UFN-IV contract to the company. A few days later, Brazil Agent told Italian Agent that their “friend” at Petrobras would send Brazil Agent a copy of the FWEL-Petrobras contract.

23. When finally completing the written agreement between Brazil Agent and FWEL, including the terms of their payment, the then-CEO of FWEL told an in-house lawyer that he did not want to modify the standard language in Foster Wheeler’s agent agreement because he was concerned that Italian Agent might have promised to pay someone at Petrobras through Brazil Agent. On November 5, 2012, FWEL entered into an agreement with Brazil Agent with a 2% commission rate. Despite a specific direction from the in-house attorney to not pay Italian Agent for his work on the project, Brazil Country Manager and certain other managers were aware that Italian Agent would receive his payment instead from Brazil Agent in the form of a “finder’s fee.”

#### **Italian Agent Continued to Work on the UFN-IV Project**

24. Throughout the course of the UFN-IV contract, Italian Agent frequently contacted Brazil Country Manager about his efforts on behalf of Foster Wheeler and his share of payments that Foster Wheeler, through FWEL, made to Brazil Agent. For example, in January 2013, Italian Agent told Brazil Country Manager that he was going to New York “for a meeting with third parties involved in [the UFN-IV contract].” Brazil Country Manager did not ask about the identities of the “third parties” or their roles in the UFN-IV contract. On January 14, 2013, Italian Agent told Brazil Agent that he needed an explanation of why his share of the Foster Wheeler payment had been delayed and an update about the status of the project.

25. Brazil Country Manager sent Italian Agent updates on the status of Petrobras’ payments to FWEL and FWEL’s payments to Brazil Agent. Between February 2013 and July 2014, Brazil Agent submitted four quarterly reports to Foster Wheeler and invoices for payment, none of which documented any meaningful work by Brazil Agent to justify its 2% commission. By October 2013, Brazil Country Manager told a Foster Wheeler project manager that Brazil Agent’s “contacts are no longer in the sphere of influence in Petrobras owing to changes in positions over the last 18 months.” The project manager noted that, despite their loss of influence, Brazil Country Manager said that Brazil Agent “can make life difficult for us if we do not pay [them].” Per instructions from Brazil Agent, between June 25, 2013, and October 19, 2014, FWEL made four payments to Brazil Agent totaling approximately \$1.1 million in U.S. dollars to a correspondent account at JPMorgan Chase Bank in New York. The payments were credited to Brazil Agent’s bank account in Brazil.

26. In the fall of 2012, Italian Agent and Brazil Agent discussed the benefits of arranging two offshore entities to facilitate the transfer of FWEL funds from Brazil Agent to Italian Agent. On December 12, 2012, Italian Agent told Brazil Agent that they would need to enter into a contract to justify the transfer of funds to Italian Agent’s bank. In January 2013, Italian Agent

assured Brazil Agent that using the offshore entities would eliminate the Brazilian taxes on their fees.

27. Throughout 2013 and 2014, Italian Agent and Brazil Agent shared the UFN IV-related fees from FWEL and provided payments to one or more Petrobras officials. For example, in July 2013, Italian Agent and Brazil Agent discussed how to split 80% of the funds received from FWEL. The remaining 20% of the funds was likely allocated to one or more Petrobras officials. Due to restrictions on currency transfers from Brazil, in one instance in July 2013, Brazil Agent transferred \$200,000 from a personal account at BSI Overseas (Bahamas) Limited to the escrow account of Italian Agent's attorney, at JPMorgan Chase Bank in New York.

28. Subsequently, in February 2014, Brazil Agent decided to use a *doleiro* – a money launderer – to transfer Italian Agent's share of the second payment from FWEL. In March 2014, Brazil Agent explained that he would give Brazilian reais in cash to the *doleiro*, who would convert it to U.S. dollars and deposit it into an account that Brazil Agent designated. Afterward, Brazil Agent would make three separate withdrawals on different days to avoid detection.

29. Around October 2014, Italian Agent and Brazil Agent discussed sending Italian Agent his share of the fourth payment from FWEL. Italian Agent then updated Monaco Intermediary Company about the status of payment. Brazil Agent arranged to have two intermediaries transfer \$88,692 to the Swiss bank account of Italian Agent's Uruguayan corporation. In an email to Brazil Agent regarding future projects, Italian Agent wrote, "I am hoping that you can find for us some '*jeitinhos*' to be able to make some money for all of us." "*Jeitinhos*" is a Portuguese term that is a euphemism for bribery or corruption.

30. Ultimately, on May 23, 2014, Petrobras terminated the UFN-IV contract due to financial and other difficulties. FWEL made its last payment to Brazil Agent later that summer. Each of the improper payments were falsely recorded as "commissions" in Foster Wheeler's books and records. Foster Wheeler failed to devise and maintain a system of internal accounting controls sufficient to detect or prevent the bribe payments.

## LEGAL STANDARDS AND VIOLATIONS

31. Under Section 21C(a) of the Exchange Act, the Commission may impose a cease and-desist order upon any person who is violating, has violated, or is about to violate any provision of the Exchange Act or any rule or regulation thereunder, and upon any other person that is, was, or would be a cause of the violation, due to an act or omission the person knew or should have known would contribute to such violation.

32. As a result of the conduct described above, Foster Wheeler violated Section 30A of the Exchange Act, which prohibits any issuer with securities registered pursuant to Section 12 of the Exchange Act or which is required to file reports under Section 15(d) of the Exchange Act, or any officer, director, employee, or agent acting on its behalf, to make use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an effort to pay or offer to pay anything of value to foreign officials for the purpose of influencing their official decision-making, in order to assist in obtaining or retaining business. [15 U.S.C. § 78m].



33. Further, as a result of the conduct described above, Foster Wheeler violated Section 13(b)(2)(A) of the Exchange Act, which requires issuers to make and keep books, records, and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and disposition of the assets of the issuer. [15 U.S.C. § 78m(b)(2)(A)].

34. In addition, as a result of the conduct described above, Foster Wheeler violated Section 13(b)(2)(B) of the Exchange Act, which requires issuers to devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary (I) to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (II) to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. [15 U.S.C. § 78m(b)(2)(B)].

### **COOPERATION AND REMEDIATION**

35. In determining to accept the Offer, the Commission considered remedial acts promptly undertaken by Respondent and cooperation afforded the Commission staff. Amec Foster Wheeler, and subsequently Wood, cooperated in the Commission's investigation by identifying and timely producing key documents identified in the course of its own internal investigation, providing the facts developed in its internal investigation, and making current or former employees available to the Commission staff, including those who needed to travel to the United States.

36. Amec Foster Wheeler's and Wood's remedial efforts included termination of employees responsible for the misconduct and enhancements to its internal accounting controls. Amec Foster Wheeler, and subsequently Wood, strengthened its ethics and compliance organization; enhanced its code of conduct, policies and procedures regarding gifts and hospitality, and the use of third parties; created positions to address potential risks; and increased training of employees on anti-bribery issues.

### **DEFERRED-PROSECUTION AGREEMENT**

37. FWEL (now known as Amec Foster Wheeler Energy Limited or "AFWEL") has entered into a three-year deferred-prosecution agreement with the United States Department of Justice in which it acknowledges responsibility for criminal conduct relating to the findings in the Order. Specifically, in *United States v. AFWEL*, 21-CR-298 (KAM) (E.D.N.Y.), AFWEL acknowledged responsibility for violation of Section 30A of the Exchange Act [15 U.S.C. § 78dd-1 et seq].

### **DISGORGEMENT AND NON-IMPOSITION OF A CIVIL PENALTY**

38. Amec Foster Wheeler acknowledges that the Commission is not imposing a civil penalty based upon the imposition of an \$18.375 million criminal fine as part of AFWEL's resolution with the U.S. Department of Justice.

39. The disgorgement and prejudgment interest ordered in paragraph IV. B. is consistent with equitable principles, does not exceed Respondent's net profits from its violations, and returning the money to Respondent would be inconsistent with equitable principles. Therefore, in these circumstances, distributing disgorged funds to the U.S. Treasury is the most equitable alternative. The disgorgement and prejudgment interest ordered in paragraph IV. B. shall be transferred to the general fund of the U.S. Treasury, subject to Section 21F(g)(3) of the Exchange Act.

#### IV.

In view of the foregoing, the Commission deems it appropriate to impose the sanctions agreed to in Respondent's Offer.

Accordingly, it is hereby ORDERED that:

A. Pursuant to Section 21C of the Exchange Act, Respondent cease and desist from committing or causing any violations and any future violations of Sections 13(b)(2)(A), 13(b)(2)(B), and 30(A) of the Exchange Act.

B. Respondent is liable to the U.S. Securities and Exchange Commission for disgorgement of \$17,656,302 and prejudgment interest of \$5,107,985, for a total of \$22,764,287. Respondent shall receive a disgorgement offset up to (a) \$9,105,714.80 based on the U.S. dollar value of any disgorgement paid to the Controladoria-Geral da União ("CGU")/Advocacia-Geral da União ("AGU") and the Ministério Público Federal ("MPF") reflected by evidence acceptable to the Commission staff in its sole discretion, in a parallel proceeding against Respondent in Federal Court in Brazil; and (b) \$3,531,260.40 based on the U.S. dollar value of any disgorgement paid to the Serious Fraud Office reflected by evidence acceptable to the Commission staff in its sole discretion in a parallel proceeding against Respondent in the Crown Court in the United Kingdom. Such evidence of payment shall include a copy of the wire transfer or other evidence of the amount of the payment, the date of the payment, and the name of the government agency to which payment was made. To receive this offset, Respondent must make the above-identified payments within 30 days from the date of this Order. Any amounts not paid as an offset within the specified time shall be immediately due to the U.S. Securities and Exchange Commission. Respondent shall, within 30 days of the entry of this Order, pay disgorgement of \$7,062,520.80 and prejudgment interest of \$3,064,791 for a total payment of \$10,127,311.80 to the Securities and Exchange Commission for transfer to the general fund of the United States Treasury, subject to Exchange Act Section 21F(g)(3). If timely payment is not made, additional interest shall accrue pursuant to SEC Rule of Practice 600.

Payment must be made in one of the following ways:

- (1) Respondent may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request;

- (2) Respondent may make direct payment from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>; or
- (3) Respondent may pay by certified check, bank cashier's check, or United States postal money order, made payable to the Securities and Exchange Commission and hand-delivered or mailed to:

Enterprise Services Center  
Accounts Receivable Branch  
HQ Bldg., Room 181, AMZ-341  
6500 South MacArthur Boulevard  
Oklahoma City, OK 73169

Payments by check or money order must be accompanied by a cover letter identifying Amec Foster Wheeler Limited as a Respondent in these proceedings, and the file number of these proceedings; a copy of the cover letter and check or money order must be sent to Tracy L. Price, FCPA Unit Deputy Chief, Division of Enforcement, Securities and Exchange Commission, 100 F St., NE, Washington, DC 20549-5631.

By the Commission.

Vanessa A. Countryman  
Secretary