

JMK:AES
F#2019R00879

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA

- against -

TECHNIP USA INC.,

Defendant.

INFORMATION

Cr. No. 19-279 (KAM)
(T. 18, U.S.C., §§ 371 and 3551 et seq.)

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THE UNITED STATES CHARGES:

At all times relevant to this Information, unless otherwise stated:

I. The Foreign Corrupt Practices Act

1. The Foreign Corrupt Practices Act of 1977, as amended, Title 15, United States Code, Sections 78dd-1 et seq. (the “FCPA”), was enacted by Congress for the purpose of, among other things, making it unlawful to act corruptly in furtherance of an offer, promise, authorization, or payment of money or anything of value, directly or indirectly, to a foreign official for the purpose of assisting in obtaining or retaining business for, or directing business to, any person.

II. The Defendant

2. The defendant TECHNIP USA INC. (“Technip USA”) was a wholly-owned subsidiary of Technip S.A. (“Technip”), a global provider of oil and gas technology and services. Technip USA had its principal place of business in the United States and was organized under the laws of the State of Delaware. At all relevant times, Technip USA was a

“domestic concern,” and Technip was a stockholder of a “domestic concern,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2.

III. Relevant Entities and Individuals

3. Technip was an oil and gas technology and services company that was headquartered in France and maintained subsidiary companies and offices in, among other places, Houston, Texas. From in or about and between August 2001 and November 2007, shares of Technip’s stock traded on the New York Stock Exchange, and Technip was required to file periodic reports with the U.S. Securities and Exchange Commission (“SEC”) pursuant to Section 15(d) of the Securities Exchange Act of 1934, Title 15, United States Code, Section 78o(d). Technip was therefore an “issuer” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1. Technip delisted from the New York Stock Exchange in November 2007. Thereafter, Technip was a “person” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-3.

4. Technip controlled, and operated through, a number of foreign subsidiaries. At all relevant times, each Technip foreign subsidiary that had a principal place of business outside of the United States and was not organized under the laws of a State of the United States or a territory, possession or commonwealth of the United States (herein, a “Technip Foreign Subsidiary Company”) was a “person,” and Technip was a stockholder of a “person,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-3.

5. Keppel Offshore & Marine Ltd. (“KOM”) was a Singapore-based corporation that operated shipyards in Asia, the Americas and Europe. KOM operated through

various subsidiaries. At all relevant times, KOM was a “person” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-3.

6. Joint Venture was a Singapore-incorporated, Brazil-based joint venture, the identity of which is known to the United States and Technip USA. Technip USA owned 25 percent of Joint Venture, and a KOM subsidiary owned 75 percent of Joint Venture. At all relevant times, Joint Venture was an agent of a “domestic concern,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2.

7. Petróleo Brasileiro S.A. - Petrobras (“Petrobras”) was a corporation in the petroleum industry headquartered in Rio de Janeiro, Brazil, which operated to refine, produce and distribute oil, oil products, gas, biofuels and energy. The Brazilian government directly owned a majority of Petrobras’s common shares with voting rights, while additional shares were controlled by the Brazilian Development Bank and Brazil’s Sovereign Wealth Fund. Petrobras was controlled by the Brazilian government and performed a function that the Brazilian government treated as its own, and thus was an “instrumentality” of the government, as that term is used in the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1)(A), 78dd-2(h)(2)(A) and 78dd-3(f)(2)(A).

8. The Workers’ Party of Brazil (“Workers’ Party”) was a political party in Brazil, officials of which formed part of the federal government of Brazil. The Workers’ Party was a “political party,” as that term is used in the FCPA, Title 15, United States Code, Sections 78dd-1(a)(2), 78dd-2(a)(2) and 78dd-3(a)(2).

9. Technip Executive 1, an individual whose identity is known to the United States and Technip USA, was a French citizen. Technip Executive 1 was a high-level executive

of a Technip Foreign Subsidiary Company from at least in or about and between 2001 and 2011, a high-level executive of Technip from in or about and between 2011 and 2014 and, at times, an agent of Technip, Technip USA and Joint Venture.

10. Technip Executive 2, an individual whose identity is known to the United States and Technip USA, was a French citizen. At all relevant times, Technip Executive 2 was a high-level executive of a Technip Foreign Subsidiary Company and an agent of Technip, Technip USA and Joint Venture.

11. Consultant, an individual whose identity is known to the United States and Technip USA, was a citizen of Brazil. Consultant was, at times, an agent of Technip, KOM, Technip USA and Joint Venture who facilitated bribe payments from those entities to Brazilian government officials and the Workers' Party.

12. Brazilian Official 1, an individual whose identity is known to the United States and Technip USA, was a citizen of Brazil. Brazilian Official 1 was an employee of Petrobras with responsibility over, among other things, the bidding process of certain projects in or about and between 2003 and 2011. During that time, Brazilian Official 1 was a "foreign official," as that term is defined in the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1)(A), 78dd-2(h)(2)(A) and 78dd-3(f)(2)(A).

13. Brazilian Official 2, an individual whose identity is known to the United States and Technip USA, was a citizen of Brazil. Brazilian Official 2 was an employee of Petrobras with responsibility over the bidding process of certain projects in or about and between 2003 and 2012. During that time, Brazilian Official 2 was a "foreign official," as that term is

defined in the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1)(A), 78dd-2(h)(2)(A) and 78dd-3(f)(2)(A).

14. Brazilian Official 3, an individual whose identity is known to the United States and Technip USA, was a citizen of Brazil. Brazilian Official 3 was an employee of Petrobras within Petrobras's International Division in or about and between 2008 and 2012. During that time, Brazilian Official 3 was a "foreign official," as that term is defined in the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1)(A), 78dd-2(h)(2)(A) and 78dd-3(f)(2)(A).

IV. The Brazil FCPA Scheme

A. *Overview*

15. In or about and between 2003 and 2014, Technip USA, together with others, including Technip, Joint Venture, Executive 1, Executive 2 and Consultant, knowingly and willfully conspired to violate the FCPA by: (i) causing corrupt "commission" payments to be made to Consultant and others, knowing that a portion of those payments would be used to pay bribes to Brazilian government officials, including Brazilian Official 1 and Brazilian Official 2; and (ii) making corrupt payments to the Workers' Party and to Workers' Party political candidates; all for the purpose of securing improper business advantages, and obtaining and retaining business with Petrobras, for Technip, Technip USA and Joint Venture.

16. In total, from in or about and between 2003 and 2014, Technip USA and its co-conspirators, including KOM, caused more than \$69 million in corrupt payments to be made to companies associated with Consultant in furtherance of the bribery scheme, of which Technip directly paid \$20.9 million and caused approximately \$6 million in corrupt payments to

be made to the Workers' Party and Workers party officials. Technip and its subsidiaries earned approximately \$135.7 million in profits from the corruptly obtained business.

B. Details of the Brazil FCPA Scheme

17. In or about 2003, Technip USA and a KOM subsidiary established Joint Venture for the purpose of bidding on and winning certain large offshore oil and gas projects in Brazil. Technip Executive 1 was named to the steering committee of Joint Venture. In this capacity, Technip Executive 1 was an agent of Joint Venture and an agent of Technip USA.

18. In or about 2003, Consultant, who had a pre-existing business relationship with KOM, told Technip Executive 1 and an executive of a KOM subsidiary that two offshore oil platform projects for which Petrobras was soliciting bids, "P-51" and "P-52," could be won by paying bribes to Petrobras officials.

19. Thereafter, Technip Executive 1 and the KOM subsidiary executive authorized Consultant to pay bribes equal to a percentage of the contracts' value to win the P-51 and P-52 projects for Joint Venture. Consultant paid the bribes through an intermediary to Brazilian Official 1, who kept some of the money for himself and shared the rest with Brazilian Official 2 and the Workers' Party.

20. In or about December 2003, Petrobras awarded the P-52 project to Joint Venture.

21. On or about February 11, 2004, Consultant sent an email to a Joint Venture employee and others. In the email, Consultant advised that Brazilian Official 2 had told him that Joint Venture would need to alter its bid for Brazilian Official 2 to ensure that Joint Venture would win the contract for the P-51 project.

22. In the same email to the Joint Venture employee and others referenced in Paragraph 21 above, Consultant stated that “[i]f we go in the above line and provide them with above conditions, [Brazilian Official 2] will be able to convince [others], to stop all negotiations and award the contracts to us.”

23. In or about June 2004, Petrobras awarded the P-51 project to Joint Venture.

24. In addition, in furtherance of the scheme, the co-conspirators directed bribe payments to the Workers’ Party and certain Workers’ Party political candidates.

25. For example, on or about November 22, 2006, a Workers’ Party employee emailed Consultant the bank account information for political donations to the Workers’ Party. Consultant then forwarded this information to an executive at a KOM subsidiary. The next day, on or about November 23, 2006, the KOM subsidiary executive forwarded the information to Technip Executive 1 and another Technip manager stating, “Pl[ease] discuss.” Thereafter, on or about November 24, 2006, Technip Executive 1 and another Technip executive in Brazil authorized Joint Venture to pay approximately R\$1 million to a Workers’ Party candidate. Technip billed this payment to the P-51 project.

26. In or about 2007, Consultant learned from Brazilian Official 1 that, to win an offshore oil platform project for which Petrobras was soliciting bids called “P-56,” Joint Venture would need to pay bribes in an amount equal to one percent of the contract value of the P-56 project. Consultant was told that half of the bribe payments would go to Brazilian Official 1’s group and the other half would go to the Workers’ Party in the form of corrupt political

donations. Consultant then conveyed this information to Technip Executive 1 and an executive at a KOM subsidiary.

27. In or about 2007, during a meeting with Technip Executive 1 and an executive at a KOM subsidiary, Technip Executive 1 authorized Consultant to pay bribes equal to a percentage of the P-56 project contract value to Brazilian Official 1 and the Workers' Party to obtain the P-56 project.

28. In or about October 2007, Petrobras awarded the P-56 project to Joint Venture.

29. Following the award of the P-56 project to Joint Venture, the co-conspirators continued to make corrupt payments to the Workers' Party and certain Workers' Party candidates as directed by Consultant.

30. The co-conspirators made corrupt payments to Consultant associated with the P-51, P-52 and P-56 projects from at least in and about and between April 2004 and July 2013. Consultant subsequently passed some of the money he received from Technip and its co-conspirators to Brazilian government officials, including Brazilian Official 1, Brazilian Official 2 and officials from the Workers' Party.

31. Initially, Technip Executive 1 and others agreed that Joint Venture would make the corrupt payments to Consultant associated with the P-51, P-52 and P-56 projects through a Technip Foreign Subsidiary Company and a KOM subsidiary. Specifically, Joint Venture paid, by interstate and international wire, a percentage of the money received from

Petrobras for the projects into a Technip Foreign Subsidiary Company's bank account located in New York, New York. The Technip Foreign Subsidiary Company then paid, by interstate and international wire, from its New York, New York-based bank accounts, money to Switzerland-based bank accounts held in the name of companies owned and controlled by Consultant.

32. In or about October 2009, to further conceal the corrupt payments to Consultant, including to conceal the payments from the company's due diligence processes, Technip Executive 1 and Technip Executive 2 changed the method Joint Venture used to pay Consultant. Rather than have the Technip Foreign Subsidiary Company make direct payments to Consultant's companies, Technip Executive 1 and Technip Executive 2 worked with executives of KOM to structure the payments such that a KOM subsidiary made all of the payments to Consultant, and then that KOM subsidiary invoiced Joint Venture for Technip's portion of the corrupt payments.

CONSPIRACY TO VIOLATE THE FCPA

33. The allegations contained in paragraphs one through 32 are realleged and incorporated as if fully set forth in this paragraph.

34. In or about and between 2003 and 2014, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant, TECHNIP USA, INC., together with others, did knowingly and willfully conspire to commit offenses against the United States, to wit: being a domestic concern, corruptly to make use of the mails and means and instrumentalities of interstate commerce in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, offer, gift, promise to give, and authorization of the giving of anything of value to a foreign official, to a foreign political party

and official thereof, and to a person while knowing that all or a portion of such money and thing of value would be offered, given, and promised to a foreign official and to a foreign political party and official thereof, for purposes of: (i) influencing acts and decisions of such foreign official, foreign political party and official thereof in his, her or its official capacity; (ii) inducing such foreign official, foreign political party and official thereof to do and omit to do acts in violation of the lawful duty of such official and party; (iii) securing any improper advantage; and (iv) inducing such foreign official, foreign political party and official thereof to use his, her or its influence with a foreign government and agencies and instrumentalities thereof to affect and influence acts and decisions of such government and agencies and instrumentalities, in order to assist Technip USA and its employees and agents in obtaining and retaining business for and with, and directing business to Technip USA, Technip, Joint Venture and others, contrary to Title 15, United States Code, Section 78dd-2.

35. In furtherance of the conspiracy and to effect its objects, the defendant Technip USA, together with others, committed and caused to be committed, within the Eastern District of New York and elsewhere, the following:

OVERT ACTS

(a) On or about September 10, 2003, an employee of a KOM subsidiary sent an email to several KOM executives, with the subject line “P52 – Consortium Mgt Meeting,” stating, “Have broached the subject with Technip . . . [s]o far [Brazilian Official 2] has delivered through [Consultant]. Guess we have to trust in our relationship and go with it.”

(b) On or about October 3, 2003, a KOM executive sent an email to other KOM executives discussing Consultant's role in negotiations for the P-52 project, which stated in part:

[Consultant] will be meeting with [Brazilian Official 2] and [Brazilian Official 1] this evening at 6:00 p.m. The purpose of the meeting is for [Brazilian Official 2] to openly emphasize the need for significant movement . . . on the price (all a show for [Brazilian Official 1's] benefit).

(c) That same day, on or about October 3, 2003, Consultant sent an email to a KOM subsidiary executive with the subject line, "Big Brother meeting," stating, "[a]fter your meeting with the above people, I call[ed] him to understand how was his feeling: Very good, was his comment."

(d) On or about February 11, 2004, Consultant emailed Joint Venture employee and others, stating in part: "Drop our today price in US\$2 Million...with help again to compensate during the term of the contract...This agreement will be straight with him, jointly with [Brazilian Official 1] [and] [Brazilian Official 3], but we cannot ask them officially, please believe him and me."

(e) In the same email to the Joint Venture employee and others referenced in overt act (d) above, Consultant warned that they needed to act quickly because Brazilian Official 2 was "expecting very soon some one [sic] from Brasilia will request him to reopen the negotiations with [a competitor], and he will not be able to work on our favor and against the power from Brasilia."

(f) On or about August 9, 2006, a KOM executive emailed a Technip manager and others and stated, in part, "As spoken, please be advised that we will be making a

contribution to the candidate below. Please issue three checks as follows under [the candidate's personal name]. . . . We will charge to P52 as advised.”

(g) On or about August 15, 2006, Technip Executive 3 directed Joint Venture to pay R\$150,000 to the Workers' Party candidate referenced in overt act (f) above.

(h) On or about November 12, 2008, a Technip Foreign Subsidiary transferred, through interstate and international wire, approximately \$1.745 million from its bank account in New York, through the Eastern District of New York, to Consultant's bank account in Switzerland.

(i) On or about July 5, 2013, Consultant invoiced KOM \$296,917.54 for “Commercial and Technical Advice” related to the P-56 project.

(j) On or about July 19, 2013, a company affiliated with KOM

transferred \$296,917.54 to a Swiss bank account in the name of one of Consultant's companies,
in part to cover amounts Technip USA owed to Consultant.

(Title 18, United States Code, Sections 371 and 3551 et seq.)

RICHARD P. DONOGHUE
UNITED STATES ATTORNEY
EASTERN DISTRICT OF NEW YORK

BY: Bridget M. Petde
ACTING UNITED STATES ATTORNEY
PURSUANT TO 28 C.F.R. O.136

Robert A Zink / DJE
ROBERT A. ZINK
ACTING CHIEF, FRAUD SECTION
CRIMINAL DIVISION
U.S. DEPARTMENT OF JUSTICE