
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): **February 8, 2011**

AECOM TECHNOLOGY CORPORATION

(Exact name of Registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

1-33447
(Commission
File Number)

61-1088522
(I.R.S. Employer
Identification No.)

**555 South Flower Street, Suite 3700
Los Angeles, California 90071**
(Address of Principal Executive Offices, including Zip Code)

Registrant's telephone number, including area code **(213) 593-8000**

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 .Entry into a Material Definitive Agreement.

On February 8, 2011, AECOM Technology Corporation (the "Company") entered into a consulting agreement (the "Agreement") with Francis S. Y. Bong, a member of the Company's Board of Directors. The term of the Agreement will commence on April 1, 2011, following Mr. Bong's scheduled retirement as an employee of the Company, and will last for one year, subject to extension by mutual agreement of the parties. Pursuant to the terms of the Agreement, Mr. Bong will work on special projects as requested by the President and Chief Executive Officer of the Company or his designee. The Company will pay to Mr. Bong a monthly or hourly fee to be determined for services performed under the Agreement.

The description set forth above is qualified in its entirety by the Agreement, a copy of which is filed as an exhibit to this report and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit 10.1 Consulting Agreement, dated as of February 8, 2011, between Francis S. Y. Bong and AECOM Technology Corporation.

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 thereto duly authorized.

AECOM TECHNOLOGY CORPORATION

Dated: February 14, 2011

By: /s/ DAVID Y. GAN
David Y. Gan
Vice President, Assistant General Counsel

3

EXHIBIT INDEX

Exhibit

10.1 Consulting Agreement, dated as of February 8, 2011, between Francis S. Y. Bong and AECOM Technology Corporation.

4

TERMS AND CONDITIONS

A. Definitions

“Company” means AECOM Technology Corporation. “Consultant” means Francis S. Y. Bong.

I. Engagement of Consultant

- 1.01 Term. The Company engages Consultant as the Company’s consultant to provide professional services as determined by the Company for a term commencing April 1, 2011, and terminating March 31, 2012, unless terminated earlier by either party upon 30 days written notice to the other party or extended by both parties. These terms and conditions may be extended on an annual basis upon the mutual written agreement of the parties. The terms, schedule, services, and fee may be modified by mutual written agreement. For the avoidance of doubt, the parties acknowledge that Consultant has retired as an employee of the Company effective March 31, 2011. The Company and Consultant agree that neither party anticipates that Consultant will resume full-time employment with the Company in the future.
- 1.02 Work Schedule. Consultant will perform services for specific activities as requested by John M. Dionisio, the President and Chief Executive Officer of the Company, or his designee, as mutually agreed upon in writing. The initial authorized activities are as set forth in Schedule A hereto. Consultant’s time rendering those services is not expected to exceed twenty (20) hours per week. Consultant shall comply fully with all policies of the Company, including insider trading, travel and the Company’s Code of Conduct.
- 1.03 Consultant’s Fee. For services hereunder, the Company shall pay to Consultant a monthly or hourly fee to be determined. All approved and reasonable expenses, including travel expenses, incurred in performing the requested services for the Company will be reimbursed to Consultant. Consultant shall submit a detailed expense report at the end of each month.
- 1.04 Status. Consultant shall not be deemed an employee of the Company but, rather, an independent contractor. Consultant may not bind or make any commitment on behalf of the Company and shall make such consulting status clear to any third parties with whom Consultant deals with in providing services to the Company. The Company shall not be responsible for payment of any taxes on behalf of Consultant. As long as Consultant is a member of the Board of Directors of the Company, Consultant shall be entitled to continued equity accrual under the Company’s 2006 Stock Incentive Plan with respect to awards, including Performance Earnings Program units, restricted stock units and stock options, made prior to Consultant’s retirement as an employee of the Company. Consultant shall not be treated as an employee with respect to the services performed hereunder. Consultant acknowledges that Consultant understands that

1

Consultant is solely responsible for paying all taxes imposed on Consultant by reason of any compensation, benefits or other amounts payable hereunder.

- 1.05 Conflict of Interest. Consultant agrees, as a material term of these terms and conditions, not to act as a consultant to, provide services to, or become an employee of, consultant to or otherwise be affiliated with any company listed in the ENR Top 25, or other companies that are in direct competition with the Company or as the Company may otherwise advise Consultant in writing, without the prior written approval of John M. Dionisio.
- 1.06 Lobbyist. Consultant is not a registered/certified lobbyist in any jurisdiction, nor is Consultant required to register as a lobbyist. Consultant shall promptly notify the Company if Consultant subsequently registers as a lobbyist in any jurisdiction.
- 1.07 Confidentiality. Consultant agrees that Consultant will not, during term of these terms and conditions or subsequent to the expiration thereof, disclose to any third party any confidential or proprietary information which Consultant acquires from or about the Company (or any of its affiliates) or Company’s plans and operations, as a result of the confidential relationship created herein or is otherwise aware of, and Consultant shall not use for Consultant’s own benefit any of such information and shall use any such information solely for purposes of providing services under these terms and conditions to the Company.
- 1.08 Separation of Duties. Consultant also will serve as a member of the Board of Directors of the Company. Consultant and the Company acknowledge that the services provided and all remuneration received by Consultant pursuant to these terms and conditions shall be separate and distinct from any services provided and remuneration received by Consultant as a member of the Board of Directors of the Company.

II. Compliance with Applicable Law and Business Standards

- 2.01 Laws, Regulations, Code of Business Practices. In performing Consultant’s responsibilities under these terms and conditions, Consultant represents and warrants to the Company that:
- (a) Consultant is aware of the substance of the United States Foreign Corrupt Practices Act of 1976 and agrees that no action will be undertaken in violation of it.
 - (b) Consultant will not contravene or otherwise violate any law, regulation or administration decree of the United States of America or its individual jurisdictions or any foreign country unless compliance would violate the laws of the United States of America.

2

- 2.02 Payments to Others. Consultant represents and warrants that no part of any consulting fee or other payment received from the Company will be offered or promised to, shared with or paid to, directly or indirectly, any official, employee or agent of any government, government agency or

government-controlled corporation, or to any political party of candidate for public office, or to any client or any officer, employee, agent or owner of any client.

- 2.03 Payment to Company Employees, et al. Consultant represents and warrants that no part of any consulting fee or other payment received from the Company will be offered or promised to, shared with or paid to, directly or indirectly, any director, officer, employee or agent of the Company or any of its parent or affiliated companies.
- 2.04 Payments in Violation of Law. Consultant represents and warrants that no part of any consulting fee or other payment received from the Company will be made, offered or promised for any purpose that is in violation of any United States law or the laws of any foreign countries.
- 2.05 Payments of Violation of Tax or Foreign Exchange Laws. Consultant shall not request, and the Company shall not make, any payments to Consultant in a manner that violates the tax or foreign exchange laws of the United States or any foreign countries.
- 2.06 Books and Records. Consultant represents and warrants that no false or artificial entries that in any way relate to the consulting services or any consulting fee or other payment received from the Company shall be made on the books or the records of the Consultant, and no employee or affiliate of Consultant shall engage in any activity that results in such prohibited acts.
- 2.07 Conflicting Duties. Consultant represents and warrants that Consultant is not an official or employee of any government or any political party and is not a candidate for a political office or subject to any duty to any governmental agency or any other person or entity that is in conflict with, or that would prevent Consultant from performing Consultant's responsibilities hereunder.
- 2.08 Termination. The event of a breach by Consultant of any of the provisions of this Article II, Section 1.05, Section 1.07 or any other material provision of these terms and conditions shall give the Company the right to immediately terminate these terms and conditions and these terms and conditions will automatically terminate, without any notice from or action by the Company, if Consultant becomes an employee or an official of any government or any political party or becomes a candidate for political office.

3

III. Miscellaneous Provisions

- 3.01 Amendment. These terms and conditions may be amended, modified or altered only by a writing executed by the Company, acting by a duly authorized officer, and by Consultant.
- 3.02 Entire Agreement. This document sets forth the entire agreement between Consultant and the Company and replaces and supersedes all other agreements of any kind in relation to any services to the Company. If all or part of any provision set forth in these terms and conditions is invalid or unenforceable under any law, the provision will be modified so that remainder will be enforceable.
- 3.03 Law Governing. These terms and conditions shall be governed by and interpreted under the laws of the State of California, United States of America.

[Signature page follows]

4

AGREED AND ACCEPTED:

COMPANY: AECOM Technology Corporation

By: /s/ John M. Dionisio

Date:
February 8,
2011

Name: _____ John M. Dionisio
Title: _____ President and Chief Executive Officer

CONSULTANT: Francis Y. S. Bong

By: /s/ Francis Y. S. Bong

Date:
February 8,
2011

Name: _____ Francis Y. S. Bong

5

SCHEDULE A

Authorized Activities

Services to be determined upon request of AECOM President and Chief Executive Officer.
