
**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**

February 26, 2015

Date of Report (Date of earliest event reported)

FMC Technologies, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

001-16489

(Commission File Number)

36-4412642

(I.R.S. Employer Identification No.)

**5875 N. Sam Houston Parkway W., Houston,
Texas**

(Address of principal executive offices)

77086

(Zip Code)

(281) 591-4000

(Registrant's telephone number, including area code)

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:

- ☐ 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-2(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))
-
-

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

(e) Compensatory Arrangements of Certain Officers

On February 26, 2015, the Compensation Committee (the “Committee”) of the Board of Directors of FMC Technologies, Inc. (the “Company”) modified an element of the performance-based restricted stock unit awards that are intended to be granted to employees of the Company pursuant to the Amended and Restated FMC Technologies, Inc. Incentive Compensation and Stock Plan. While these awards will continue to be tied to the achievement of performance targets relative to the performance of certain peer companies, the relevant peer group for future awards will be the companies in the PHLX Oil Service Sector (Ticker Symbol: OSX), a price-weighted index composed of 15 companies that provide oil drilling and production services, oil field equipment, support services and geophysical/reservoir services. Prior to this change, the achievement of the applicable performance targets was measured relative to the performance of 11 oilfield service and equipment companies designated by the Committee at the time an award was granted.

The description of the performance-based restricted stock unit awards provided above is qualified in its entirety by reference to the full text of the form of Long-Term Incentive Performance-Based Restricted Stock Unit Agreement, which is attached hereto as Exhibit 10.1 and is incorporated into this Item 5.02 by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Form of Long-Term Incentive Performance-Based Restricted Stock Unit Agreement Pursuant to the Amended and Restated FMC Technologies, Inc. Incentive Compensation and Stock Plan (Employee).

SIGNATURE

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

FMC TECHNOLOGIES, INC.

By: /s/ Dianne Ralston

Dated: March 4, 2015

Name: Dianne Ralston

Title: Senior Vice President, General Counsel & Secretary

Exhibit Index

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Form of Long-Term Incentive Performance-Based Restricted Stock Unit Agreement Pursuant to the Amended and Restated FMC Technologies, Inc. Incentive Compensation and Stock Plan (Employee).

**LONG-TERM INCENTIVE
PERFORMANCE-BASED
RESTRICTED STOCK UNIT AGREEMENT
PURSUANT TO THE FMC TECHNOLOGIES, INC.
AMENDED AND RESTATED
INCENTIVE COMPENSATION AND STOCK PLAN**

This Agreement is made as of the <<Grant Date>> (the "Grant Date") by FMC Technologies, Inc., a Delaware corporation (the "Company"), and <<Participant Name>> (the "Employee").

The FMC Technologies, Inc. Amended and Restated Incentive Compensation and Stock Plan (the "Plan"), as it may be amended and continued, is incorporated by reference and made a part of this Agreement and will control the rights and obligations of the Company and the Employee under this Agreement. Except as otherwise expressly provided herein, all capitalized terms have the meanings provided in the Plan. To the extent there is a conflict between the Plan and this Agreement, the provisions of the Plan will prevail.

The Compensation Committee of the Company's Board of Directors (the "Committee") determined that it would be to the competitive advantage and interest of the Company and its stockholders to grant an award of restricted stock units to the Employee, the amount of which will vary based on the Company's performance, as (i) an inducement to remain in the service of the Company or one of its affiliates (collectively, the "Employer") and (ii) an incentive for increased efforts during such service.

The Committee, on behalf of the Company, grants to the Employee a targeted award of << # of Shares Granted>> restricted stock units (the "Restricted Units") of the Company's common stock par value of \$0.01 per share (the "Common Stock"). The number of shares ultimately earned by the Employee will depend upon the Company's <<period>> fiscal year performance on the performance criteria, [EBITDA Growth/Return on Investment/ Total Shareholder Return], relative to the performance of a peer group composed of companies in the PHLX Oil Service Sector index (ticker: OSX). The actual number of Restricted Units earned by the Employee will be determined at a meeting of the Committee following the completion of the <<period>> fiscal year, at which time the Committee will review and approve the Company's calculation of the Company's performance on the specified performance criteria. The total number of performance-based shares issued will vary between 0% and 200% of a target award amount depending on the Company's full year performance on the performance criteria relative to the OSX peer group in terms of rank position. The Company's performance on this measure will be designated 0% for performance ranked below the 35th percentile, 50% for performance at the 35th percentile, 100% for performance at the 50th percentile and 200% for performance above the 80th percentile. Final performance ratings will be based on straight-line interpolation between these identified points based on relative ranking. [If the Total Shareholder Return is not positive, the total number of performance-based shares issued shall not exceed the Total Shareholder Return target award amount.]

The award is made upon the following terms and conditions:

1. Vesting. The Restricted Units ultimately earned by the Employee will vest and be immediately transferable on <<Vesting Date>> (the "Vesting Date"). Notwithstanding the foregoing, the Restricted Units will vest and be immediately transferable in the event of the Employee's death, Disability or a Change in Control of the Company and, for purposes of determining the amount of the resulting award, it will be assumed that the Company achieved "average" performance on the performance measure, resulting in the payment of 100% of the award amount of this grant. Notwithstanding the foregoing, in the event of the Employee's retirement on or after age 62, the Restricted Units will vest and be immediately transferable on the Vesting Date. All Restricted Units will be forfeited upon termination of the Employee's employment with the Employer before the Vesting Date for a reason other than death, Disability, a Change in Control of the Company or retirement under the Company's pension plan on or after age 62. **Prior to the Vesting Date, an Award remains subject to substantial risk of forfeiture.**

2. Adjustment. The Committee shall make equitable substitutions or adjustments in the Restricted Units as it determines to be appropriate in the event of any corporate event or transaction such as a stock split, merger, consolidation, separation, including a spin-off or other distribution of stock or property of the Company, reorganization or any partial or complete liquidation of the Company. **Notwithstanding the above, any such adjustment to an Award shall comply with Section 409A of the U.S. Internal Revenue Code, as amended.**

3. Rights and Obligations as Stockholder.

(a) The Restricted Units will be issued in the form of a book entry registration in the amount of the maximum potential award.

(b) Prior to the Vesting Date, the Employee may not vote, sell, exchange, transfer, pledge, hypothecate or otherwise dispose of any of the Restricted Units. The Restricted Units have Dividend Equivalent Rights.

(c) After the Vesting Date, the Employee agrees to comply with any and all of the Company's policies and procedures related to trading in the Company's Common Stock, including, but not limited to, the Company's *Code of Business Conduct and Ethics*, *Principles of Integrity* and the *Procedures for Trading in FMC Technologies Securities*.

4. No Limitation on Rights of the Company. The granting of Restricted Units will not in any way affect the right or power of the Company to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate, reincorporate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

5. Employment. Nothing in this Agreement or in the Plan will be construed as constituting a commitment, guarantee, agreement or understanding of any kind or nature that the Employer will continue to employ the Employee, or as affecting in any way the right of the Employer to terminate the employment of the Employee at any time.

6. Government Regulation. The Company's obligation to deliver Common Stock following the Vesting Date will be subject to all applicable laws, rules and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required.

7. Withholding. The Employer will comply with all applicable withholding tax laws and will be entitled to take any action necessary to effectuate such compliance. The Company may withhold a portion of the Common Stock to which the Employee or beneficiary otherwise would be entitled equivalent in value to the taxes required to be withheld, determined based upon the Fair Market Value of the Common Stock. For purposes of withholding, Fair Market Value shall be equal to the *closing* price of the amount of Common Stock earned by the Employee pursuant to this award on the Vesting Date, or, if the Vesting Date is not a business day, the next business day immediately following the Vesting Date.

8. Notice. Any notice to the Company provided for in this Agreement will be addressed to it in care of its Secretary, FMC Technologies, Inc., 5875 North Sam Houston Parkway West, Houston, Texas 77086, and any notice to the Employee (or other person entitled to receive the Restricted Units) will be addressed to such person at the Employee's address now on file with the Company, or to such other address as either may designate to the other in writing. Any notice will be deemed to be duly given when enclosed in a properly sealed envelope addressed as stated above and deposited, postage paid, in a post office or branch post office regularly maintained by the United States government.

9. Administration. The Committee administers the Plan. The Employee's rights under this Agreement are expressly subject to the terms and conditions of the Plan, a copy of which is attached hereto, including any guidelines the Committee adopts from time to time.

10. Binding Effect. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

11. Sole Agreement. This Agreement constitutes the entire agreement between the parties to it relating to the Restricted Units and supersedes any and all prior oral and written representations. This Agreement may only be amended by written agreement between the Company and the Employee. Employee expressly acknowledges that the form of the grant agreement that the Employee accepts electronically through the Fidelity NetBenefits website is intended to facilitate the administration of this Restricted Units award and may not be a full version of this Agreement due to limitations inherent in such website that are imposed by Fidelity. The terms of this Agreement will govern the Employee's award in the event of any inconsistency with the agreement viewed or accepted by the Employee on the Fidelity NetBenefits website.

12. Governing Law. The interpretation, performance and enforcement of this Agreement will be governed by the laws of the State of Delaware.

13. Privacy. Employee acknowledges and agrees to the Employer transferring certain personal data of such Employee to the Company for purposes of implementing, performing or administering the Plan or any related benefit. Employee expressly gives his or her consent to the Employer and the Company to process such personal data.

Executed as of the Grant Date.

FMC TECHNOLOGIES, INC.

By: _____	_____
Vice President, Administration	<<Signed Electronically>>
	<<Acceptance Date>>

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.