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

FORM 10-Q

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

For the quarterly period ended March 31, 2002

OR

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from ______ to ______

Commission file number 1-8974

Honeywell International Inc.

(Exact name of registrant as specified in its charter)

Delaware	22-2640650
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
101 Columbia Road P.O. Box 4000 Morristown, New Jersey	07962-2497
(Address of principal executive offices)	(Zip Code)

(973) 455-2000

(Registrant's telephone number, including area code)

NOT APPLICABLE

(Former name, former address and former fiscal year, if changed since last report)

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 X NO ___

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class of Common Stock	Outstanding at March 31, 2002
$1 par value	817,610,376 shares

Honeywell International Inc.

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This report contains certain statements that may be deemed "forward-looking statements" within the meaning of Section 21E of the Securities Exchange Act of 1934. All statements, other than statements of historical fact, that address activities, events or developments that we or our management intends, expects, projects, believes or anticipates will or may occur in the future are forward-looking statements. Such statements are based upon certain assumptions and assessments made by our management in light of their experience and their perception of historical trends, current conditions, expected future developments and other factors they believe to be appropriate. The forward-looking statements included in this report are also subject to a number of material risks and uncertainties, including but not limited to economic, competitive, governmental and technological factors affecting our operations, markets, products, services and prices. Such forward-looking statements are not guarantees of future performance and actual results, developments and business decisions may differ from those envisaged by such forward-looking statements.

PART I. FINANCIAL INFORMATION

Item 1. FINANCIAL STATEMENTS

Honeywell International Inc.
Consolidated Balance Sheet
(Unaudited)

	March 31, 2002	December 31, 2001
	(Dollars in millions)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 1,592	$ 1,393
Accounts and notes receivable	3,430	3,620
Inventories	3,351	3,355
Other current assets	1,364	1,526
Total current assets	9,737	9,894
Investments and long-term receivables	680	466
Property, plant and equipment - net	4,812	4,933
Goodwill - net	5,439	5,441
Other intangible assets - net	923	915
Other assets	2,602	2,577
Total assets	$24,193	$24,226
LIABILITIES		
Current liabilities:		
Accounts payable	$ 1,801	$ 1,862
Short-term borrowings	75	120
Commercial paper	240	3
Current maturities of long-term debt	278	416
Accrued liabilities	3,609	3,819
Total current liabilities	6,003	6,220
Long-term debt	4,653	4,731
Deferred income taxes	947	875
Postretirement benefit obligations other than pensions	1,803	1,845
Other liabilities	1,304	1,385
SHAREOWNERS' EQUITY		
Capital - common stock issued	958	958
- additional paid-in capital	3,077	3,015
Common stock held in treasury, at cost	(4,232)	(4,252)
Accumulated other nonowner changes	(827)	(835)
Retained earnings	10,507	10,284
Total shareowners' equity	9,483	9,170
Total liabilities and shareowners' equity	$24,193	$24,226

The Notes to Financial Statements are an integral part of this statement.

Honeywell International Inc.
Consolidated Statement of Income
(Unaudited)

	Three Months Ended March 31, 2002	Three Months Ended March 31, 2001
	(Dollars in millions, except per share amounts)	
Net sales	$5,199	$5,944
Costs, expenses and other		
Cost of goods sold	4,116	4,973
Selling, general and administrative expenses	617	768
(Gain) on sale of non-strategic businesses	(125)	-
Equity in (income) loss of affiliated companies	(7)	103
Other (income) expense	(16)	(4)
Interest and other financial charges	87	111
	4,672	5,951
Income (loss) before taxes	527	(7)
Tax expense (benefit)	151	(48)
Net income	$ 376	$ 41
Earnings per share of common stock - basic	$ 0.46	$ 0.05
Earnings per share of common stock - assuming dilution	$ 0.46	$ 0.05
Cash dividends per share of common stock	$.1875	$.1875

The Notes to Financial Statements are an integral part of this statement.

Honeywell International Inc.
Consolidated Statement of Cash Flows
(Unaudited)

	Three Months Ended March 31, 2002	Three Months Ended March 31, 2001
	(Dollars in millions)	
Cash flows from operating activities:		
Net income	$ 376	$ 41
Adjustments to reconcile net income to net cash provided by operating activities:		
(Gain) on sale of non-strategic businesses	(125)	--
Repositioning and other charges	96	596
Depreciation	176	188
Goodwill and indefinite-lived intangible assets amortization	--	51
Undistributed earnings of equity affiliates	(10)	9
Deferred income taxes	121	(137)
Net taxes paid on sales of businesses	--	(12)
Other	(136)	(182)
Changes in assets and liabilities, net of the effects of acquisitions and divestitures:		
Accounts and notes receivable	190	365
Inventories	(9)	(160)
Other current assets	6	(22)
Accounts payable	(48)	(143)
Accrued liabilities	(232)	(347)
Net cash provided by operating activities	405	247
Cash flows from investing activities:		
Expenditures for property, plant and equipment	(147)	(173)
proceeds from disposals of property, plant and equipment	8	26
(Increase) in investments	--	(1)
Cash paid for acquisitions	(16)	(85)
Proceeds from sales of businesses	96	--
Decrease in short-term investments	7	--
Net cash (used for) investing activities	(52)	(233)
Cash flows from financing activities:		
Net increase in commercial paper	237	48
Net increase (decrease) in short-term borrowings	(60)	243
Proceeds from issuance of common stock	22	19
Payments of long-term debt	(200)	(278)
Repurchases of common stock	--	(15)
Cash dividends on common stock	(153)	(153)
Net cash (used for) financing activities	(154)	(136)
Net increase (decrease) in cash and cash equivalents	199	(122)
Cash and cash equivalents at beginning of year	1,393	1,196
Cash and cash equivalents at end of period	$ 1,592	$ 1,074

The Notes to Financial Statements are an integral part of this statement.

Honeywell International Inc.
Notes to Financial Statements
(Unaudited)
(Dollars in millions except per share amounts)

NOTE 1. In the opinion of management, the accompanying unaudited consolidated financial statements reflect all adjustments, consisting only of normal adjustments, necessary to present fairly the financial position of Honeywell International Inc. and its consolidated subsidiaries at March 31, 2002 and the results of operations and cash flows for the three months ended March 31, 2002 and 2001. The results of operations for the three-month period ended March 31, 2002 should not necessarily be taken as indicative of the results of operations that may be expected for the entire year 2002.

The financial information as of March 31, 2002 should be read in conjunction with the financial statements contained in our Annual Report on Form 10-K for 2001.

NOTE 2. Accounts and notes receivable consist of the following:

	March 31, 2002	December 31, 2001
Trade	$3,002	$3,168
Other	550	580
	3,552	3,748
Less - Allowance for doubtful accounts	(122)	(128)
	$3,430	$3,620

NOTE 3. Inventories consist of the following:

	March 31, 2002	December 31, 2001
Raw materials	$1,207	$1,024
Work in process	835	869
Finished products	1,457	1,603
	3,499	3,496
Less - Progress payments	(20)	(25)
Reduction to LIFO cost basis	(128)	(116)
	$3,351	$3,355

NOTE 4. Effective January 1, 2002, we adopted Statement of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets" (SFAS No. 142). SFAS No. 142 requires that goodwill and certain other intangible assets having indefinite lives no longer be amortized to income, but instead be replaced with periodic testing for impairment. Intangible assets determined to have definite lives will continue to be amortized over their useful lives. The amortization and non-amortization provisions of SFAS No. 142 have been applied to any goodwill and intangible assets acquired after June 30, 2001. With the adoption of SFAS No. 142, we reassessed the useful lives and residual values of all acquired intangible assets to make any necessary amortization period adjustments. Based on that assessment, an amount related to a trademark in our automotive consumer products business was determined to be an indefinite-life intangible asset because it is expected to generate cash flows indefinitely. There were no other adjustments made to the amortization period or residual values of other intangible assets. We also completed our goodwill impairment testing during the

three months ended March 31, 2002 and have determined that there was no impairment as of January 1, 2002.

In accordance with SFAS No. 142, prior period amounts were not restated. A reconciliation of the previously reported net income and earnings per share for the three months ended March 31, 2001 to the amounts adjusted for the reduction of amortization expense, net of the related income tax effect, is as follows:

	Net Income	Earnings Per Share Basic	Earnings Per Share Assuming Dilution
Net income - as reported	$41	$0.05	$0.05
Add: amortization adjustment	49	0.06	0.06
Net income - as adjusted	$90	$0.11	$0.11

Changes in the carrying amount of goodwill for the three months ended March 31, 2002 by reportable segment are as follows:

	Dec. 31, 2001	Acquisitions	Currency Translation Adjustment	Mar. 31, 2002
Aerospace	$1,595	$7	$(1)	$1,601
Automation and Control Solutions	2,461	-	-	2,461
Specialty Materials	861	-	(3)	858
Transportation and Power Systems	524	-	(5)	519
	$5,441	$7	$(9)	$5,439

Amortizable intangible assets at March 31, 2002 and December 31, 2001 consist of investments in long-term contracts and customer relationships of $624 and $607 million, respectively, and patents, technology and other finite-lived intangible assets of $262 and $271 million, respectively. Intangible assets amortization expense was $13 million for the three months ended March 31, 2002. Estimated intangible assets amortization expense for the full year 2002 and for each of the five succeeding years approximates $50 million, respectively. Intangible assets with indefinite lives consist of a trademark with a carrying value of $37 million.

NOTE 5. Total nonowner changes in shareowners' equity consist of the following:

	Three Months Ended March 31, 2002	Three Months Ended March 31, 2001
Net income	$376	$ 41
Foreign exchange translation adjustments	4	(74)
Change in fair value of effective cash flow hedges	4	(4)
	$384	$(37)

NOTE 6. Segment financial data follows:

	Three Months Ended March 31,			
	Net Sales		Segment Profit	
	2002	2001	2002	2001(2)
Aerospace	$2,089	$2,411	$307	$451
Automation and Control Solutions	1,609	1,748	207	188
Specialty Materials	758	913	8	38
Transportation and Power Systems	726	860	73	50
Corporate	17	12	(36)	(29)
	$5,199	$5,944	559	698
Gain on sale of non-strategic businesses			125	-
Equity in income (loss) of affiliated companies			10	(8)
Other income			16	9
Interest and other financial charges			(87)	(111)
Repositioning and other charges (1)			(96)	(595)
Income (loss) before taxes			$527	$ (7)

(1) In 2001 included cumulative effect adjustment of $1 million of income related to adoption of SFAS No. 133.

(2) Segment profit in the first quarter of 2001 included the pretax amortization of goodwill and indefinite-lived intangible assets of $51 million (Aerospace - $15 million, Automation and Control Solutions - $23 million, Specialty Materials - $8 million and Transportation and Power Systems - $5 million). Such amortization expense was excluded from segment profit for the first quarter of 2002, in conformity with the provisions of SFAS No. 142.

NOTE 6. The details of the earnings per share calculations for the three-month periods ended March 31, 2002 and 2001 follow:

	2002			2001		
	Income	Average Shares	Per Share Amount	Income	Average Shares	Per Share Amount
Earnings per share of common stock - basic	$376	817.0	$0.46	$41	809.4	$0.05
Dilutive securities issuable in connection with stock plans		3.4			5.8	
Earnings per share of common stock - assuming dilution	$376	820.4	$0.46	$41	815.2	$0.05

The diluted earnings per share calculation excludes the effect of stock options when the options' exercise prices exceed the average market price of the common shares during the period. For the three-month periods ended March 31, 2002 and 2001, the number of stock options not included in the computations were 42.5 and 15.6 million, respectively. These stock options were outstanding at the end of each of the respective periods.

NOTE 7. In the first quarter of 2002, we recognized a repositioning charge of $65 million for the costs of actions designed to reduce our cost structure and improve our future profitability. The components of the charge included severance costs of $41 million, asset impairments of $11 million and other exit costs of $13 million. Severance costs were related to announced workforce reductions of approximately 1,100 manufacturing and administrative positions principally in our Automation and Control Solutions and Specialty Materials reportable segments. Asset impairments were principally related to manufacturing plant and equipment held for sale and capable of being taken out of service and actively marketed in the period of impairment, mainly in our Specialty Materials reportable segment. Other exit costs principally consisted of lease termination losses negotiated or subject to reasonable estimation mainly related to closed facilities in our Automation and Control Solutions and Specialty Materials reportable segments. These repositioning actions are expected to be completed by December 31, 2002. Also, $12 million of previously established severance accruals were returned to income in the first quarter of 2002, due principally to higher than expected voluntary employee attrition resulting in reduced severance liabilities in our Specialty Materials reportable segment.

As disclosed in our 2001 Annual Report on Form 10-K, we recognized repositioning charges totaling $1,016 million in 2001 ($297 million were recognized in the three months ended March 31, 2001). The components of the charges included severance costs of $727 million, asset impairments of $194 million and other exit costs of $95 million. Severance costs were related to announced global workforce reductions of approximately 20,000 manufacturing and administrative positions across all of our reportable segments of which approximately 17,000 positions have been eliminated as of March 31, 2002. Also, $119 million of previously established accruals, mainly for severance, were returned to income in 2001 due principally to higher than expected voluntary employee attrition resulting in reduced severance liabilities, principally in our Aerospace and Automation and Control Solutions reportable segments.

The following table summarizes the status of our total repositioning costs:

	Severance Costs	Asset Impairments	Exit Costs	Total
Balance at December 31, 2001	$ 484	$ -	$113	$ 597
2002 charges	41	11	13	65
2002 usage	(110)	(11)	(50)	(171)
Adjustments	(12)	-	-	(12)
Balance at March 31, 2002	$403	$ -	$ 76	$ 479

In the first quarter of 2002, we recognized charges of $43 million related to our Friction Materials business and a chemical manufacturing facility. In 2001, we adopted a plan to dispose of our Friction Materials business and held discussions with a potential acquiror of the business. As part of these discussions we continued to evaluate the business for possible impairment. As a result of this evaluation, we recognized an impairment charge of $27 million in the first quarter of 2002 related to the write-down of property, plant and equipment (classified as assets held for disposal in Other Current Assets). We also recognized an asset impairment charge of $16 million related to the planned shutdown of a chemical manufacturing facility in our Specialty Materials reportable segment.

In the first quarter of 2001, we recognized other charges consisting of customer claims and settlements of contracts and contingent liabilities of $148 million and write-offs of receivables and inventories of $50 million. We also recognized charges of $95 million related to an other than temporary decline in value of an equity investment and an equity investee's loss contract. We also redeemed our $200 million 5 3/4% dealer remarketable securities due 2011, resulting in a loss of $6 million.

The following table summarizes the pretax impact of total repositioning and other charges by reportable business segment:

	Three Months Ended March 31,	
	2002	2001
Aerospace	$ -	$ 80
Automation and Control Solutions	39	273
Specialty Materials	25	84
Transportation and Power Systems	28	94
Corporate	4	65
	$96	$596

The following table summarizes the pretax distribution of total repositioning and other charges by income statement classification:

	Three Months Ended March 31,	
	2002	2001
Cost of goods sold	$89	$474
Selling, general and administrative expenses	4	21
Equity in (income) loss of affiliated companies	3	95
Other (income) expense	-	6
	$96	$596

NOTE 8. In March 2002, we completed the disposition of our Bendix Commercial Vehicle Systems (BCVS) business for approximately $350 million in cash and securities resulting in a pretax gain of $125 million. In January 2002, we had reached an agreement with Knorr-Bremse AG (Knorr) to transfer control of our global interests in BCVS to Knorr. BCVS had sales and segment profit of approximately $375 and $57 million, respectively, in 2001.

NOTE 9. SHAREOWNER LITIGATION - Honeywell and seven of its current and former officers were named as defendants in several purported class action lawsuits filed in the United States District Court for the District of New Jersey (the Securities Law Complaints). The Securities Law Complaints principally allege that the defendants violated federal securities laws by purportedly making false and misleading statements and by failing to disclose material information concerning Honeywell's financial performance, thereby allegedly causing the value of Honeywell's stock to be artificially inflated. The purported class period for which damages are sought is December 20, 1999 to June 19, 2000. On January 15, 2002, the

District Court dismissed the consolidated complaint against four of Honeywell's current and former officers.

In addition, Honeywell, seven of its current and former officers and its Board of Directors were named as defendants in a purported shareowner derivative action which was filed on November 27, 2000 in the United States District Court for the District of New Jersey (the Derivative Complaint). The Derivative Complaint alleged a single claim for breach of fiduciary duty based on nearly identical allegations to those set forth in the Securities Law Complaints. The District Court dismissed the Derivative Complaint with prejudice on April 17, 2002.

We believe that there is no factual or legal basis for the allegations in the Securities Law Complaints and the Derivative Complaint. Although it is not possible at this time to predict the result of these cases, we expect to prevail. However, an adverse outcome could be material to our consolidated financial position or results of operations. As a result of the uncertainty regarding the outcome of this matter, no provision has been made in our financial statements with respect to this contingent liability.

ENVIRONMENTAL MATTERS - We are subject to various federal, state and local government requirements relating to the protection of employee health and safety and the environment. We believe that, as a general matter, our policies, practices and procedures are properly designed to prevent unreasonable risk of environmental damage and personal injury to our employees and employees of our customers and that our handling, manufacture, use and disposal of hazardous or toxic substances are in accord with environmental laws and regulations. However, mainly because of past operations and operations of predecessor companies, we, like other companies engaged in similar businesses, have incurred remedial response and voluntary cleanup costs for site contamination and are a party to lawsuits and claims associated with environmental matters, including past production of products containing toxic substances. Additional lawsuits, claims and costs involving environmental matters are likely to continue to arise in the future.

With respect to environmental matters involving site contamination, we continually conduct studies, individually at our owned sites, and jointly as a member of industry groups at non-owned sites, to determine the feasibility of various remedial techniques to address environmental matters. With respect to environmental matters involving the production of products containing toxic substances, we believe that the costs of defending and resolving such matters will be largely covered by insurance, subject to deductibles, exclusions, retentions and policy limits. It is our policy to record appropriate liabilities for environmental matters when environmental assessments are made or remedial efforts or damage claim payments are probable and the costs can be reasonably estimated. With respect to site contamination, the timing of these accruals is generally no later than the completion of feasibility studies. We expect that we will be able to fund expenditures for these matters from operating cash flow. The timing of cash expenditures depends on a number of factors, including the timing of litigation and settlements of personal injury and property damage claims, insurance recoveries, regulatory approval of cleanup projects, remedial techniques to be utilized and agreements with other parties.

Although we do not currently possess sufficient information to reasonably estimate the amounts of liabilities to be recorded upon future completion of studies, litigation or settlements, and neither the timing nor the amount of the ultimate costs associated with environmental matters can be determined, they could be material to our consolidated results of operations. However, considering our past experience, insurance coverage and reserves, we do not expect that these matters will have a material adverse effect on our consolidated financial position.

ASBESTOS MATTERS - Like more than a thousand other industial companies, Honeywell is a defendant in personal injury actions related to asbestos. Our involvement is limited because we did not mine or produce asbestos, nor did we make or sell insulation products or other construction materials that have been identified as the primary cause of asbestos-related disease in the vast majority of claimants. Rather, we made several products that contained small amounts of asbestos.

Honeywell's Bendix Friction Materials business manufactured automotive brake pads that included asbestos in an encapsulated form. There is a limited group of potential claimants consisting largely of professional brake mechanics. During the twenty-year period from 1981 through 2001, we have resolved approximately 53,000 Bendix claims at an average cost per claim of one thousand dollars. Honeywell has had no out-of-pocket costs for these cases since its insurance deductible was satisfied many years ago. There are currently approximately 48,000 claims pending and we have no reason to believe that the historic rate of dismissal will change. We have $2 billion of insurance remaining.

Another source of claims is refractory products (high temperature bricks and cement) sold largely to the steel industry in the East and Midwest by North American Refractories Company (NARCO), a business we owned from 1979 to 1986. Less than 2 percent of NARCO's products contained asbestos.

When we sold the NARCO business in 1986, we agreed to indemnify NARCO with respect to personal injury claims for products that had been discontinued prior to the sale (as defined in the sale agreement). NARCO retained all liability for all other claims. NARCO has resolved approximately 176,000 claims in the past 18 years at an average cost per claim of two thousand two hundred dollars. Of those claims, 43 percent were dismissed on the ground that there was insufficient evidence that NARCO was responsible for the claimant's asbestos exposure. There are approximately 116,000 claims currently pending against NARCO, including approximately 7 percent in which Honeywell is also named as a defendant. During the past 18 years, Honeywell and our insurers have contributed to the cost of the NARCO defense. We have in excess of $1.2 billion of insurance remaining that can be specifically allocated to NARCO-related liability.

On January 4, 2002, NARCO filed for reorganization under Chapter 11 of the U.S. Bankruptcy Code. As a result, all of the claims pending against NARCO are automatically stayed pending the reorganization of NARCO. In addition, because the claims pending against Honeywell necessarily will impact the liabilities of NARCO, because the insurance policies held by Honeywell are essential to a successful NARCO reorganization, and because Honeywell has offered to commit those policies to the reorganization, the bankruptcy court has temporarily enjoined any claims against Honeywell, current or future, related to NARCO. In connection with NARCO's bankruptcy filing, we paid NARCO's parent company $40 million and have agreed to provide NARCO with up to $20 million in financing. We have also agreed to pay $20 million to NARCO's parent company upon the filing of a plan of reorganization for NARCO acceptable to Honeywell, and to pay NARCO's parent company $40 million, and to forgive any outstanding NARCO indebtedness, upon the confirmation and consummation of such a plan.

We believe that, as part of the NARCO plan of reorganization, a trust will be established for the benefit of all asbestos claimants, current and future. Honeywell intends to contribute its insurance coverage (which is in excess of $1.2 billion) to the trust in exchange for its indemnity obligation to NARCO. If that trust is put in place and approved by the court as fair and equitable, Honeywell as well as NARCO will be entitled to a permanent channeling injunction barring all present and future individual actions in state or federal courts and requiring all asbestos-related claims based on exposure to NARCO products to be made against the federally-supervised trust. In our view, our existing insurance plus the existing NARCO assets should be sufficient to fund the trust. There is no assurance that a stay will remain in effect, that a plan of reorganization will be proposed or confirmed, or that any plan that is confirmed will provide relief to Honeywell.

Although it is impossible to predict the outcome of pending or future claims or the NARCO bankruptcy, in light of the nature of the potential exposure, our experience over the past 20 years in resolving asbestos-related claims, our insurance coverage, our existing reserves and the NARCO bankruptcy proceeding, we do not believe that asbestos-related claims will have a material adverse effect on our consolidated results of operations or financial position.

Report of Independent Accountants

To the Board of Directors and Shareowners
of Honeywell International Inc.

We have reviewed the accompanying consolidated balance sheet of Honeywell International Inc. and its subsidiaries as of March 31, 2002, and the related consolidated statements of income for each of the three-month periods ended March 31, 2002 and 2001 and the consolidated statements of cash flows for the three-month periods ended March 31, 2002 and 2001. These financial statements are the responsibility of the Company's management.

We conducted our review in accordance with standards established by the American Institute of Certified Public Accountants. A review of interim financial information consists principally of applying analytical procedures to financial data and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with generally accepted auditing standards, 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 review, we are not aware of any material modifications that should be made to the accompanying consolidated interim financial statements for them to be in conformity with accounting principles generally accepted in the United States of America.

We previously audited in accordance with auditing standards generally accepted in the United States of America, the consolidated balance sheet as of December 31, 2001, and the related consolidated statements of operations, of shareowners' equity, and of cash flows for the year then ended (not presented herein), and in our report dated February 7, 2002, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying consolidated balance sheet information as of December 31, 2001, is fairly stated in all material respects in relation to the consolidated balance sheet from which it has been derived.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
Florham Park, NJ
May 7, 2002

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

A. RESULTS OF OPERATIONS - FIRST QUARTER 2002 COMPARED WITH FIRST QUARTER 2001

Net sales in the first quarter of 2002 were $5,199 million, a decrease of $745 million, or 13 percent compared with the first quarter of 2001. The decrease in sales is attributable to the following:

Acquisitions	- %
Divestitures	(2)
Price	(2)
Volume	(8)
Foreign exchange	(1)
	(13)%

A discussion of net sales by reportable segment can be found in the Review of Business Segments section below.

Cost of goods sold of $4,116 and $4,973 million included repositioning and other charges of $89 and $474 million in the first quarter of 2002 and 2001, respectively. Cost of goods sold in the first quarter of 2001 also included $51 million of amortization of goodwill and indefinite-lived intangible assets. Such amortization expense was excluded from cost of goods sold in the first quarter of 2002 in conformity with SFAS No. 142, which we adopted effective January 1, 2002. Excluding such amortization expense and repositioning and other charges, cost of goods sold was $4,027 and $4,448 million or 77.5 and 74.8 percent of sales in the first quarter of 2002 and 2001, respectively. The increase in cost of goods sold as a percent of sales in the first quarter of 2002 compared with the first quarter of 2001 primarily resulted from substantially lower sales of higher-margin commercial aftermarket products and services in our Aerospace segment and lower volumes in our Specialty Materials segment. This increase was partially offset by lower costs due to workforce reductions.

Selling, general and administrative expenses of $617 and $768 million included repositioning and other charges of $4 and $21 million in the first quarter of 2002 and 2001, respectively. Excluding these charges, selling, general and administrative expenses were $613 and $747 million or 11.8 and 12.6 percent of sales in the first quarter of 2002 and 2001, respectively. The decrease in selling, general and administrative expenses as a percent of sales in the first quarter of 2002 compared with the first quarter of 2001 principally resulted from the impact of workforce reductions and a decline in discretionary spending including travel and overtime.

Retirement benefit (pension and other post retirement) plans cost increased by $51 million in the first quarter of 2002 compared with the first quarter of 2001 due principally to the funding status of our pension plans. Future effects on operating results will principally depend on pension plan investment performance and other economic conditions.

(Gain) on sale of non-strategic businesses of $125 million in the first quarter of 2002 represented the pretax gain on the disposition of our Bendix Commercial Vehicle Systems business.

Equity in (income) loss of affiliated companies was income of $7 million in the first quarter of 2002 compared with a loss of $103 million in the first quarter of 2001. Equity in (income) loss of affiliated companies included repositioning and other charges of $3 and $95 million in the first quarter of 2002 and 2001, respectively. Excluding these charges, equity in (income) loss of affiliated companies was income of $10 million in the first quarter of 2002 compared with a loss of $8 million in the first quarter of 2001. The increase of $18 million in equity income in the first quarter of 2002 compared with the first quarter of 2001 was due mainly to an improvement in earnings from our UOP process technology joint venture and the accounting for the current quarter's operating results of our Bendix Commercial Vehicle Systems business using the equity method since control of the business was transferred to Knorr-Bremse AG in January 2002.

Other (income) expense, $16 million of income in the first quarter of 2002, compared with income of $4 million in the first quarter of 2001. The first quarter of 2001 included a net provision of $5 million consisting of a $6 million charge related to the redemption of our $200 million 5 3/4% dealer remarketable securities and a $1 million credit recognized upon the adoption of Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities", as amended. Excluding this net provision, other (income) expense was $9 million of income in the first quarter of 2001. The increase of $7 million in other income in the first quarter of 2002 compared with the first quarter of 2001 was due principally to lower minority interests.

Interest and other financial charges of $87 million in the first quarter of 2002 decreased by $24 million, or 22 percent compared with the first quarter of 2001 due mainly to lower average debt outstanding and lower average interest rates in the current period.

The effective tax rate in both the first quarter of 2002 and 2001 included the impact of repositioning and other charges. The effective tax rate in the first quarter of 2002 also included the impact of the gain on the disposition of our Bendix Commercial Vehicle Systems business. Excluding the impact of repositioning and other charges in both periods and the gain on the disposition of our Bendix Commercial Vehicle Systems business in the current quarter, the effective tax rate was 26.5 percent in the first quarter of 2002 compared with 29.4 percent in the first quarter of 2001. The decrease in the effective tax rate in the first quarter of 2002 related to the absence of non-deductible goodwill amortization expense in the current quarter, foreign tax planning strategies and favorable settlements of world-wide tax audits.

Net income of $376 million, or $0.46 per share, in the first quarter of 2002 compared with net income of $41 million, or $0.05 per share, in the first quarter of 2001. Adjusted for repositioning and other charges and the gain on the disposition of our Bendix Commercial Vehicle Systems business, net income in the first quarter of 2002 was $10 million, or $0.01 per share, lower than reported. Adjusted for repositioning and other charges, net income in the first quarter of 2001 was $374 million, or $0.46 per share, higher than reported. Net income in the first quarter of 2002 decreased by 12 percent compared with the first quarter of 2001 if both periods are adjusted to exclude the impact of repositioning and other charges and the gain on the disposition of our Bendix Commercial Vehicle Systems business. Assuming the provisions of SFAS No. 142 had been adopted on January 1, 2001, adjusted net income in the first quarter of 2002 would have been 21 percent lower compared with the first quarter of 2001.

Review of Business Segments

	Three Months Ended March 31,			
	Net Sales		Segment Profit	
	2002	2001	2002	2001(2)
Aerospace	$2,089	$2,411	$307	$451
Automation and Control Solutions	1,609	1,748	207	188
Specialty Materials	758	913	8	38
Transportation and Power Systems	726	860	73	50
Corporate	17	12	(36)	(29)
	$5,199	$5,944	559	698
Gain on sale of non-strategic businesses			125	-
Equity in income (loss) of affiliated companies			10	(8)
Other income			16	9
Interest and other financial charges			(87)	(111)
Repositioning and other charges (1)			(96)	(595)
Income (loss) before taxes			$527	$ (7)

(1) In 2001 included cumulative effect adjustment of $1 million of income related to adoption of SFAS No. 133.

(2) Segment profit in the first quarter of 2001 included the pretax amortization of goodwill and indefinite-lived intangible assets of $51 million (Aerospace - $15 million, Automation and Control Solutions - $23 million, Specialty Materials - $8 million and Transportation and Power Systems - $5 million). Such amortization expense was excluded from segment profit for the first quarter of 2002, in conformity with the provisions of SFAS No. 142.

Aerospace sales of $2,089 million in the first quarter of 2002 decreased by $322 million, or 13 percent compared with the first quarter of 2001. This decrease principally resulted from substantially lower sales to both commercial air transport aftermarket and original equipment (OE) customers as the commercial aviation market continued to be adversely impacted by the terrorist attacks on September 11, 2001 and general weakness in the economy. Lower airplane deliveries by our OE customers, reduced flying hours by the airlines, increased numbers of older parked airplanes and the airlines attempt to preserve cash all contributed to lower sales by our commercial air transport segment. Sales to our business and general aviation aftermarket customers decreased substantially due mainly to a reduction in flying hours in the latter part of 2001. Sales to our business and general aviation OE customers also decreased substantially reflecting a decline in deliveries of regional and business jet airplanes. This decrease was partially offset by higher sales to military original equipment customers.

Aerospace segment profit of $307 million in the first quarter of 2002 decreased by $144 million, or 32 percent compared with the first quarter of 2001 due mainly to substantially lower sales of higher-margin commercial aftermarket products and services. This decrease was partially offset by lower costs primarily from workforce reductions and a decline in discretionary spending.

Automation and Control Solutions sales of $1,609 million in the first quarter of 2002 decreased by $139 million, or 8 percent compared with the first quarter of 2001. Excluding the effects of foreign exchange, sales decreased by 7 percent. This decrease resulted primarily from significantly lower sales for our Control Products business due mainly to weakness in industrial production. Sales for our Service business were also moderately lower due primarily to general weakness in the economy.

Automation and Control Solutions segment profit of $207 million in the first quarter of 2002 increased by $19 million, or 10 percent compared with the first quarter of 2001. Excluding goodwill amortization expense in the first quarter of 2001, segment profit in the first quarter of 2002 decreased by 2 percent compared with the first quarter of 2001. This decrease resulted principally from the impact of lower sales volumes, mainly in our Control Products and Service businesses, and higher raw material costs and pricing pressures in all the segment's businesses. This decrease was partially offset by the benefits of repositioning actions, mainly workforce reductions.

Specialty Materials sales of $758 million in the first quarter of 2002 decreased by $155 million, or 17 percent compared with the first quarter of 2001 due to weakness in most of the segment's businesses. This decrease was driven by a substantial decline in sales for our Electronic Materials and Advanced Circuits businesses due to continued weakness in the electronics, semiconductors and telecommunications markets. Sales also declined in our Nylon System and Fluorines businesses due to lower demand and pricing pressures.

Specialty Materials segment profit of $8 million in the first quarter of 2002 decreased by $30 million, or 79 percent compared with the first quarter of 2001. This decrease resulted primarily from lower sales volumes in our Electronic Materials, Advanced Circuits and Nylon System businesses, and pricing pressures mainly in our Nylon System and Performance Fibers businesses. This decrease was partially offset by lower costs resulting from plant shutdowns and workforce reductions.

Transportation and Power Systems sales of $726 million in the first quarter of 2002 decreased by $134 million, or 16 percent compared with the first quarter of 2001. Excluding the effects of foreign exchange and the disposition of our Bendix Commercial Vehicle Systems business, sales decreased by 2 percent. This decrease was due mainly to lower sales for our Garrett Engine Boosting Systems business due principally to a decline in automotive builds in Europe partially offset by increased demand in Asia.

Transportation and Power Systems segment profit of $73 million in the first quarter of 2002 increased by $23 million, or 46 percent compared with the first quarter of 2001 due principally to the effects of cost-structure improvements, mainly workforce reductions, and other productivity actions across all businesses in the segment.

B. FINANCIAL CONDITION, LIQUIDITY AND CAPITAL RESOURCES

Total assets at March 31, 2002 were $24,193 million, a decrease of $33 million from December 31, 2001.

We manage our businesses to maximize operating cash flows as the principal source of our liquidity. Cash provided by operating activities of $405 million during the first quarter of 2002 increased by $158 million compared with the first quarter of 2001. This increase was driven by an improvement in working capital performance and lower pension income partially offset by higher spending for repositioning actions, mainly severance.

Cash used for investing activities of $52 million during the first quarter of 2002 decreased by $181 million compared with the first quarter of 2001 due to a decrease in acquisition spending and the proceeds from the disposition of our Bendix Commercial Vehicle Systems business. This decrease was also driven by lower capital spending reflecting our intention to limit capital spending at non-strategic businesses.

We continuously assess the relative strength of each business in our portfolio as to strategic fit, market position and profit contribution in order to upgrade our combined portfolio and identify operating units that will most benefit from increased investment. We identify acquisition candidates that will further our strategic plan and strengthen our existing core businesses. We also identify operating units that do not fit into our long-term strategic plan based on their market position, relative profitability or growth potential. These operating units are considered for potential divestiture, restructuring or other repositioning action subject to regulatory constraints.

Cash used for financing activities of $154 million during the first quarter of 2002 increased by $18 million compared with the first quarter of 2001 due principally to higher net debt repayments in the current quarter. This increase was partially offset by the absence of stock repurchases in the first quarter of 2002. Total debt of $5,246 million at March 31, 2002 was $24 million lower than at December 31, 2001.

Repositioning and Other Charges

In the first quarter of 2002, we recognized a repositioning charge of $65 million for the costs of actions designed to reduce our cost structure and improve our future profitability. The components of the charge included severance costs of $41 million, asset impairments of $11 million and other exit costs of $13 million. Severance costs were related to announced workforce reductions of approximately 1,100 manufacturing and administrative positions principally in our Automation and Control Solutions and Specialty Materials reportable segments. Asset impairments were principally related to manufacturing plant and equipment held for sale and capable of being taken out of service and actively marketed in the period of impairment, mainly in our Specialty Materials reportable segment. Other exit costs principally consisted of lease termination losses negotiated or subject to reasonable estimation mainly related to closed facilities in our Automation and Control Solutions and Specialty Materials reportable segments. These repositioning actions are expected to be completed by December 31, 2002. Also, $12 million of previously established severance accruals were returned to income in the first quarter of 2002, due principally to higher than expected voluntary employee attrition resulting in reduced severance liabilities in our Specialty Materials reportable segment.

As disclosed in our 2001 Annual Report on Form 10-K, we recognized repositioning charges totaling $1,016 million in 2001 ($297 million were recognized in the three months ended March 31, 2001). The components of the charges included severance costs of $727 million, asset impairments of $194 million and other exit costs of $95 million. Severance costs were related to announced global workforce reductions of approximately 20,000 manufacturing and administrative positions across all of our reportable segments of which approximately 17,000 positions have been eliminated as of March 31, 2002. Also, $119 million of previously established accruals, mainly for severance, were returned to income in 2001 due principally to higher than expected voluntary employee attrition resulting in reduced severance liabilities, principally in our Aerospace and Automation and Control Solutions reportable segments.

These repositioning actions are expected to generate incremental pretax savings of over $760 million in 2002 compared with 2001 principally from planned workforce reductions and facility consolidations. Cash expenditures for severance and other exit costs necessary to execute these actions were $160 million in the first quarter of 2002 and were funded through operating cash flows. Cash spending for severance and other exit costs necessary to execute the repositioning actions will approximate $500 million in 2002 and will be funded mainly though operating cash flows.

In the first quarter of 2002, we recognized charges of $43 million related to our Friction Materials business and a chemical manufacturing facility. In 2001, we adopted a plan to dispose of our Friction Materials business and held discussions with a potential acquiror of the business. As part of these discussions we continued to evaluate the business for possible impairment. As a result of this evaluation, we recognized an impairment charge of $27 million in the first quarter of 2002 related to the write-down of property, plant and equipment (classified as assets held for disposal in Other Current Assets). We also recognized an asset impairment charge of $16 million related to the planned shutdown of a chemical manufacturing facility in our Specialty Materials reportable segment.

In the first quarter of 2001, we recognized other charges consisting of customer claims and settlements of contracts and contingent liabilities of $148 million and write-offs of receivables and inventories of $50 million. We also recognized charges of $95 million related to an other than temporary decline in value of an equity investment and an equity investee's loss contract. We also redeemed our $200 million 5 3/4% dealer remarketable securities due 2011, resulting in a loss of $6 million.

The following table summarizes the pretax impact of total repositioning and other charges by reportable business segment:

	Three Months Ended March 31,	
	2002	2001
Aerospace	$ -	$ 80
Automation and Control Solutions	39	273
Specialty Materials	25	84
Transportation and Power Systems	28	94
Corporate	4	65
	$96	$596

Report of Independent Accountants

The "Report of Independent Accountants'" included herein is not a "report" or "part of a Registration Statement" prepared or certified by an independent accountant within the meanings of Section 7 and 11 of the Securities Act of 1933, and the accountants' Section 11 liability does not extend to such report.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

See our 2001 Annual Report on Form 10-K (Item 7A). At March 31, 2002, there has been no material change in this information.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

See Note 9 on page 10 of this Form 10-Q.

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits. The following exhibits are filed with this Form 10-Q:

10.25	Employment Separation Agreement and Release dated February 18, 2002, between Honeywell and Dr. Barry C. Johnson
15	Independent Accountants' Acknowledgment Letter as to the incorporation of their report relating to unaudited interim financial statements

(b) Reports on Form 8-K. The following reports on Form 8-K were filed during the three months ended March 31, 2002.

1. On February 19, 2002, a report was filed reporting the election of David M. Cote, as President, Chief Executive Officer and a member of the Board of Directors effective immediately, and the fact that Mr. Cote will become Chairman of the Board on June 30, 2002.

2. On March 4, 2002, a report was filed reporting an employment contract between Honeywell and Mr. Cote.

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.

Honeywell International Inc.

Date: May 8, 2002

By: /s/ John J. Tus

John J. Tus
Vice President and Controller
(on behalf of the Registrant
and as the Registrant's
Principal Accounting Officer)

EXHIBIT INDEX

Exhibit Number	Description
2	Omitted (Inapplicable)
3	Omitted (Inapplicable)
4	Omitted (Inapplicable)
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11	Omitted (Inapplicable)
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18	Omitted (Inapplicable)
19	Omitted (Inapplicable)
22	Omitted (Inapplicable)
23	Omitted (Inapplicable)
24	Omitted (Inapplicable)
99	Omitted (Inapplicable)

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The Exhibits identified above with an asterisk (*) are management contracts or compensatory plans or arrangements.

EXHIBIT 10.25

[HONEYWELL LOGO] Memorandum

Date: February 13, 2002

To: Barry C. Johnson

From: Donald J. Redlinger

Subject: Employment Separation Agreement and Release

This Employment Separation Agreement and Release ("Agreement and Release") confirms our mutual understanding regarding your rights and benefits incident to your termination of employment with Honeywell International Inc., its predecessor companies, affiliates, subsidiaries and business units, past and present ("Honeywell" or the "Company"). By signing this Agreement and Release, you hereby acknowledge that these benefits are in full satisfaction of all rights to termination or severance related benefits for which you may have been eligible or may claim to be eligible under any agreement or promise, to include the Honeywell International Inc. Severance Plan for Senior Executives ("Senior Severance Plan"), whether written or oral, express or implied, or any Company sponsored severance plan or program.

Date of Termination

You have previously agreed to your separation from service from the Company. Accordingly, your last day of active employment will be February 28, 2002.

Vacation Pay

Unused current year accrued vacation pay shall be paid periodically in accordance with your normal pay cycle. You are entitled to 3 days of unused current year accrued vacation pay. Current year vacation pay ceases to accrue as of your last day of active employment.

After your current year accrued vacation, you shall be entitled to 20 days of pay attributable to your grandfathered vacation transition amount. Your grandfathered vacation transition amount shall be paid periodically in accordance with your normal pay cycle ("Grandfathered Vacation Period").

Severance Pay

Based on the Senior Severance Plan, you would be entitled to $2,752,500 as part of your severance package. However, you are obligated to the Company for $1,071,268 due to a Supplemental Executive Retirement Plan ("SERP") overfunding and $736,287.98 for an outstanding tax loan. Therefore, the net amount due to you is $944,944.02, hereinafter referred to as the "Final Salary Continuation Amount". See Exhibit A for a detailed summary. Provided you sign and return this Agreement and Release in the form provided to you, at the end of your Grandfathered Vacation Period you shall receive 36 months of base salary continuation ("Salary Continuation Period") at the annualized rate of $314,981.34. The determination of the annualized rate is explained in detail hereinafter in this Agreement. Your Salary Continuation Period shall extend from April 3, 2002 through April 2, 2005. The period commencing on the day following your last day of active employment and ending on the last day of your Salary Continuation Period is referred to herein as the "Benefit Period".

The Company reserves the right in its sole discretion to continue your salary, but not at a rate in excess of the annualized rate of $314,981.34, and/or certain benefits while you review this Agreement and Release, provided that this salary and benefits continuation shall in no event be construed as a waiver by the Company of the provision in the Senior Severance Plan making benefits contingent on execution of a release of claims in favor of the Company. You agree that the salary continuation and benefits continuation you receive during the review period will be credited against the salary continuation and benefits continuation described in the Agreement and Release. If you choose not to sign and return this Agreement and Release in the form provided to you, then you will be required to reimburse the Company for any Consideration (as hereinafter defined) paid to you hereunder.

All vacation and base salary continuation benefits are subject to federal, state and other applicable taxes and withholdings.

Group Insurance Coverage

Provided you sign and return the Agreement and Release in the form provided to you, you may elect to retain your coverage in the Company's group insurance plans for active employees through the end of the month in which your Benefit Period ends, except as otherwise provided below. The employee share of any premiums shall automatically be deducted from your salary continuation amounts unless you notify us, in writing, that you wish to cancel your insurance coverage. Notwithstanding any provision herein to the contrary, eligibility for short-term disability coverage, long-term disability coverage and any business travel insurance that you may have will terminate as of your last day of active employment. You may elect to retain any Group Universal Life Insurance Program (GUL) coverage you have through your Benefit Period. If you wish to continue your GUL insurance beyond the Benefit Period on a direct pay basis, you can contact CIGNA at 800-243-3264.

As noted above, your active Honeywell group health insurance coverage will expire on April 30, 2005. At that time, you may elect to continue your group medical and dental insurance coverage pursuant to the federal COBRA law, assuming you have not allowed this coverage to expire during the Benefit Period. Honeywell's COBRA administrator will be contacting you at the end of your Benefit Period to provide you with further details and election forms. COBRA coverage is totally employee paid and is generally available at the rate of one hundred two percent (102%) of the applicable premium.

Flexible Spending Accounts

Provided you sign and return this Agreement and Release in the form provided to you, you may elect to retain your coverage in the Company's Section 125 plan, including both health and dependent care flexible spending accounts, through the end of the month in which your Benefit Period ends. Any amounts you elect to contribute to a flexible spending account shall automatically be deducted from your vacation pay or base salary continuation amounts. If, at the time you cease to be treated as an active employee for Section 125 plan purposes, you are eligible to continue coverage in your health flexible spending account pursuant to the federal COBRA law, you will be notified by the Company's COBRA administrator.

Honeywell Savings Plan and Supplemental Savings Plan

You have a non-forfeitable right to your entire account balance, including your Company match account, in the Honeywell Savings and Ownership Plan I (the "Savings Plan"). You also have a non-forfeitable right to your account (if any) in the Honeywell Supplemental Savings Plan. You may continue to participate in the Savings Plan and the Honeywell Supplemental Savings Plan during your Benefit Period to the extent otherwise permissible under applicable law. Your current deductions will continue until the end of your Benefit Period unless you decide to change or terminate your contributions. At the end of your Benefit Period, you will receive information relating to the distribution of your Savings Plan account balance, if any. Your account (if any) in the Honeywell Supplemental Savings Plan will be paid to you in accordance with your previous payment election(s).

Loan payments, if any, will continue to be withheld during your Benefit Period. At the end of your Benefit Period you will have 90 days in which to repay any loan or it will default and be treated as taxable income, subject to regular taxes and an additional early withdrawal penalty (unless an exception to such early withdrawal penalty applies).

Pension Plans

You participated in Honeywell's Retirement Earnings Plan. However, you have not vested in this benefit and therefore no retirement benefit is payable from this plan.

You also participated in the Honeywell International Supplemental Executive Retirement Plan ("SERP"). In December 2000, $1,400,000 was funded by the Company in your name in order to provide you with this SERP benefit. You are eligible to receive a SERP benefit in accordance with the terms of your pension letter dated December 17, 2001. The annual SERP benefit amount at age 60 is $36,139, which is increased at 5% per year until the end of your Salary Continuation Period. The amount payable on May 1, 2005, following your Salary Continuation Period, is $39,685.08 per year. The value of this SERP benefit in the form of a lump sum payment is $394,732, based upon a payment date of April 4, 2002. This lump sum has been determined using the interest rate and mortality assumptions that are currently in effect under the SERP. In lieu of receiving this SERP benefit in the form described above, a lump sum payment will be made to you as part of the transfer of funds from your Escrow Account (see below).

Honeywell will also reimburse you for reasonable accountants' fees related to the above transaction.

Escrow Account

In order to provide for your retirement benefit under the SERP, in December, 2000, the Company funded an escrow account in the amount of $1,400,000. Upon re-calculation it was determined that this account was funded in excess of what was necessary in order to provide you with the SERP benefit described above.

In addition, the Company provided to you two loans, in the amounts of $576,940 and $112,000, in order for you to meet your tax obligations incident to the funding of this SERP benefit. The excess funding, combined with the loan repayment and interest accrued, result in an obligation from you to the Company. In consideration of the cancellation of this obligation, you agree to accept the Final Salary Continuation Amount of $944,944.02 (see Exhibit A). Furthermore, you will receive a lump sum payment of the entire value of your portion of the SERP escrow account ($1,400,000 plus interest) payable to you no earlier than the first day of your Salary Continuation Period, April 3, 2002.

Short-Term Incentive Compensation Plan

For the year 2001, your incentive award will be based upon individual and company performance and your ICP target of 75%. The Company reserves sole discretion regarding the amount and payment, of any bonus attributable to all or any portion of the calendar year ending December 31, 2001. If the Corporation elects to award you a bonus with respect to all or any portion of such calendar year, it will be paid in accordance with the provisions of the AlliedSignal Inc. Incentive Compensation Plan for Executive Employees during March 2002. Any such bonus shall not include any period for which you have already received or will receive a short-term incentive compensation award.

During your Salary Continuation Period, you will not be eligible for a short-term incentive compensation award in accordance with the terms of the Senior Severance Plan. Rather, the dollar value of a short-term incentive compensation award was incorporated into the Final Salary Continuation Amount (see Exhibit A).

Stock Options

You currently have 132,000 vested stock options and an additional 168,000 will vest as scheduled. You may exercise the vested stock options in accordance with the following schedule:

Grant Date	Exercise Price	# Vested as of 4/2/02	Term to Exercise
7/21/00	$35.29	92,000	4/2/05
7/16/01	$36.27	40,000	4/2/05
Total		132,000	

o Treatment of the following unvested options:

Grant Date	Exercise Price	# Unvested on 4/2/02	Comments	Options to Vest	Term to Exercise
7/21/00	$35.29	138,000	o Will vest as scheduled, 69,000 on 7/21/02 and 69,000 on 7/21/03	138,000	4/2/05
7/21/00	$35.29	50,000	o Forfeit all on 4/2/02 (EPS Performance Options)	0	NA
7/16/01	$36.27	60,000	o Will vest as scheduled, 30,000 on 1/1/03 and forfeit 30,000 on 4/2/02	30,000	4/2/05
Total		248,000		168,000	

You may access your stock option account via the internet at www.benefitaccess.com, via the Honeywell Intranet, or by contacting the Honeywell Stock Option Service Center at Salomon Smith Barney at 1-888-723-3391.

Restricted Units

Your unvested restricted units will be treated as follows:

- o Restricted Units - the 15,000 time based restricted units will vest as scheduled on July 21, 2003.

- o Performance Restricted Units - the 15,000 performance contingent restricted units will be canceled on April 2, 2002 and Executive shall have no right to receive any payment in respect of such restricted units.

Deferred Incentive Compensation and Deferred Salary

Your eligibility to participate in the Deferred Incentive and Deferred Salary programs will cease at the end of your Grandfathered Vacation Period. Any deferred incentive compensation and deferred salary account balances, plus interest, will be paid in accordance with your previous payment and change in control elections. You will be vested in the premium interest rate for all your deferred incentive compensation and deferred salary accounts.

Special Cash Retention Bonus

Your final retention bonus of $90,000 was integrated into the Final Salary Continuation Amount and will not be paid separately to you on July 1, 2002 (see Exhibit A).

Unemployment Insurance

You may be eligible for unemployment benefits. You should contact your local unemployment office. The Company will not oppose an application for unemployment benefits.

Executive Third Party Liability Insurance Coverage

Your participation in the Company-sponsored third-party liability insurance coverage program will expire on your last day of active employment, February 28, 2002.

Flexible Perquisite Program

The dollar value of your right to the Company's flexible perquisite program through the end of the calendar year is $37,500 based on three remaining quarters of 2002. In lieu of receiving a quarterly flexible perquisite allowance of $12,500 for the second, third and fourth quarters of 2002, the dollar value of this benefit was incorporated into the Final Salary Continuation Amount (see Exhibit A).

Other Officer Benefits and Perquisites

Your coverage under the Supplemental Long Term Disability and the Survivor Benefit programs will end as of your last day of active employment, February 28, 2002.

Executive Outplacement

Executive outplacement assistance is available to you for up to 12 months, ending February 28, 2003. The Company has several national agreements with premier outplacement firms. Executive outplacement assistance will be coordinated through your Human Resources office or by contacting Rob Novo, Human Resources Corporate Functions, (973) 455-6520.

Consideration for the Release

The severance pay, continuation of group insurance plan participation during your Salary Continuation Period, executive outplacement assistance and other benefits specified in the Agreement and Release to which you would not otherwise be entitled (the "Consideration") are all things of value that will be available to you only in return for your signed Agreement and Release in the form provided to you. If you choose not to sign this Agreement and Release in the form provided to you, you will still receive the vacation pay described herein. Your group insurance plan participation will generally end no later than the month in which your last day of active employment falls. Other payments and benefits will generally cease on your last day of active employment.

Contingencies

In order to receive the benefits under this Agreement and Release, you must return this signed Agreement and Release to me at Honeywell International Inc., 101 Columbia Road, Morristown, New Jersey 07962, no later than March 12, 2002.

Provided that you have signed and returned this Agreement and Release, in the event of your death after your last day of active employment, payment of any remaining salary continuation amounts owing under this Agreement and Release will be made to your designated beneficiary or, if none, to your estate. However, employee benefits continuation will generally cease effective with your death.

In the event that before the end of your Benefit Period you accept a position with the Company, all payments and benefits under this Agreement and Release will terminate as of the date of your employment with the Company resumes. In such event, all payments and benefits paid to you before you are reinstated or rehired shall be considered to be valuable legal consideration to which you were not otherwise entitled and the Release of Claims, Confidentiality and Dispute Resolution provisions of this Agreement and Release shall remain in effect and fully enforceable.

Subject to the preceding paragraph, your acceptance of a position with another company will not affect your eligibility for benefits under this Agreement and Release. However, the Company reserves the right to cancel your benefits in the event that, either before or after your termination of employment, you (a) are convicted of a felony, (b) commit any fraud or misappropriate property, proprietary information, intellectual property or trade secrets of the Company for personal gain or for the benefit of another party, (c) actively recruit and offer employment to any management employee of the Company, (d) engage in intentional misconduct substantially damaging to the property or business of the Company, (e) make false or misleading statements about the Company or its products, officers or employees to competitors or customers or potential customers of the Company, or to current or former employees of the Company, or (f) materially breach any of the terms of this Agreement and Release.

While receiving salary continuation benefits pursuant to this Agreement and Release you will not be eligible to return to work at Honeywell as a Honeywell employee, as a leased employee or as an independent contractor or consultant. While receiving salary continuation benefits and for at least six months after your Salary Continuation Period ends, you will not be eligible to return to work at Honeywell as an employee of a Honeywell vendor.

Release Of Claims

In exchange for the Consideration, you, Barry C. Johnson, do hereby waive and do hereby release, knowingly and willingly, Honeywell International Inc., its future parent corporations, its predecessor companies, its past, present and future divisions, subsidiaries, affiliates and related companies and their successors and assigns and all past, present and future directors, officers, employees and agents of these entities, personally and as directors, officers, employees and agents (collectively the "Honeywell Group"), from any and all claims of any nature whatsoever you have arising out of your employment and/or the termination of your employment with the Honeywell Group, known or unknown, including but not limited to any claims you may have under federal, state or local employment, labor, or anti-discrimination laws, statutes and case law and specifically claims arising under the federal Age Discrimination in Employment Act, the Civil Rights Acts of 1866 and 1964, as amended, the Americans with Disabilities Act, Executive Order 11246, the Employee Retirement Income Security Act, the Family and Medical Leave Act, the Rehabilitation Act of 1973, the Fair Labor Standards Act, the Labor-Management Relations Act, the Equal Pay Act and the Worker Adjustment Retraining and Notification Act, the New Jersey Law against Discrimination, as amended, the New Jersey Equal Pay Act, the New Jersey Smokers' Rights Law, the New Jersey Family Leave Act, the New Jersey Constitution, the New Jersey Conscientious Employee Protection Act, New Jersey common law, Claims under the Arizona Civil Rights Act, Arizona Equal Pay Law, the Arizona Constitution, Arizona common law and any and all other applicable state, county or local ordinances, statutes or regulations and any and all other applicable state, county or local statutes, ordinances or regulations and any other applicable state, county or local law, ordinance or statute including claims for attorneys' fees; provided, however, that this release does not apply to claims for benefits under Honeywell Group sponsored benefit plans covered under the Employee Retirement Income Security Act (other than claims for severance benefits), does not apply to claims arising out of obligations expressly undertaken in this Agreement and Release, and does not apply to claims arising out of any act or omission occurring after the date you sign this Agreement and Release. Any rights to benefits (other than severance benefits) under Honeywell Group sponsored benefit plans are governed exclusively by the written plan documents. You acknowledge and understand that you have accepted the Consideration referenced in this Agreement and Release in full satisfaction of all claims and obligations of the Honeywell Group to you regarding any matter or incident up to the date you execute this Agreement and Release and you affirmatively intend to be legally bound thereby.

You hereby agree and acknowledge that you are not entitled to receive any additional payments or benefits from the Honeywell Group related to your employment or termination of employment other than as expressly provided herein.

Cooperation and Nondisclosure

As further consideration for the benefits you receive under this Agreement and Release, you agree to cooperate fully with the Company in any matters that have given or may give rise to a legal claim against the Company, and of which you are knowledgeable as a result of your employment with the Company. This requires you, without limitation, to (1) make yourself available upon reasonable request to provide information and assistance to the Company on such matters without additional compensation, except for your out of pocket costs, (2) maintain the confidentiality of all Company privileged or confidential information including, without limitation, attorney-client privileged communications and attorney work product, unless disclosure is expressly authorized by the Company's law department, and (3) notify the Company promptly of any requests to you for information related to any pending or potential legal claim or litigation involving the Company, reviewing any such request with a designated representative of the Company prior to disclosing any such information, and permitting a representative of the Company to be present during any communication of such information.

Confidentiality

You, Barry C. Johnson, agree not to disclose or cause any other person to disclose to third parties, including employees of the Company, the terms of this Agreement and Release; provided, however, that you have the right to disclose the terms of this Agreement and Release to your spouse, your financial/tax advisor and your attorney and in response to a governmental inquiry, including a governmental tax audit or a judicial subpoena. You understand that your breach of this confidentiality provision shall excuse the Company from performing further under this Agreement and Release, and the Company shall be entitled to repayment of the Consideration provided hereunder upon demand. You agree that neither this Agreement and Release nor any version of this Agreement and Release shall be admissible in any forum as evidence against the Company or you except in a proceeding to enforce this Agreement and Release. This Agreement and Release does not constitute an admission of wrongdoing by either party.

You acknowledge and agree that any agreements signed by you relating to intellectual property and confidential information acquired by you as a result of your employment with the Company remain in full force and effect and place legal obligations upon you that continue beyond your employment with the Company. Exhibit B attached hereto and made a part hereof sets forth, in all material respects, the confidentiality covenants you have made with respect to knowledge acquired during your employment with the Company. You acknowledge and agree that you are reaffirming those covenants as part of this Agreement and Release. Exhibit C attached hereto and made a part hereof sets forth, in all material respects, your acknowledgement of your obligations upon termination of employment regarding Intellectual Property and Confidential Material.

Dispute Resolution

In the event of any claim regarding or dispute over the enforceability of this Agreement and Release or any part thereof (other than determinations under ERISA benefit plans), the parties agree to submit such dispute or claim to binding arbitration in Morristown, New Jersey or the closest American Arbitration Association to Morristown, New Jersey; provided, however, that this provision is expressly not intended to apply to any dispute covered by a claims appeal procedure contained in any ERISA plan document (other than a severance plan document). New Jersey law will apply to any dispute or claim regarding this Agreement or Release. To be timely filed, any such claim or dispute must be submitted to the Company for binding arbitration within the limitations period set by applicable federal or state law. The arbitrator shall be chosen by mutual agreement between you and the Company from among available arbitrators recommended by the

American Arbitration Association. The arbitration hearing will take place with all due speed. The arbitrator shall render an award within 30 days of the arbitration hearing. The arbitrator shall have no power to amend, add to or subtract from this Agreement and Release. The award shall be admissible in any court or agency action seeking to enforce or render unenforceable this Agreement and Release or any portion thereof. The party determined by the Arbitrator(s) to have breached this Agreement or Release shall pay the legal fees of the non-breaching party.

Severability; Entire Agreement; No Oral Modifications; No Waivers

Should any of the provisions of this Agreement and Release (other than the Release of Claims provision) be determined to be invalid by a court of competent jurisdiction, the parties agree that this shall not affect the enforceability of the other provisions of the Agreement and Release. In such case, the parties shall renegotiate the invalidated provision(s) in good faith to effectuate its/their purpose and to conform the provision(s) to applicable law. This Agreement and Release constitutes a single integrated contract expressing the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof. This Agreement and Release may be amended or modified only by an agreement in writing. The failure by the Company to declare a breach or otherwise to assert its rights under this Agreement and Release shall not be construed as a waiver of any right the Company has under this Agreement and Release.

Acknowledgments And Certifications

You, Barry C. Johnson, acknowledge and certify that you:

(a) have read and understand all of the terms of this Agreement and Release and do not rely on any representation or statement, written or oral, not set forth in this Agreement and Release;

(b) have had a reasonable period of time to consider this Agreement and Release;

(c) are signing this Agreement and Release knowingly and voluntarily;

(d) have been advised to consult with an attorney before signing this Agreement and Release;

(e) have the right to consider the terms of this Agreement and Release for 21 days and if you take fewer than 21 days to review this Agreement and Release, you hereby waive any and all rights to the balance of the 21 day review period; and

(f) have the right to revoke this Agreement and Release within seven days after signing it, by providing written notice of revocation to Donald J. Redlinger. If you revoke this Agreement and Release during this seven-day period, it becomes null and void in its entirety.

THIS IS A LEGALLY ENFORCEABLE DOCUMENT.

	HONEYWELL INTERNATIONAL INC.
/s/ Barry C. Johnson	By: /s/ Donald J. Redlinger
- --------------------	-----------------------
Barry C. Johnson	Donald J. Redlinger Senior Vice President Human Resources
Dated: February 18, 2002	Dated: February 18, 2002

EXHIBIT 15

May 7, 2002

Securities and Exchange Commission
450 Fifth Street
Washington, D.C. 20549

Commissioners:

We are aware that our report dated May 7, 2002 on our review of interim financial information of Honeywell International Inc. (the "Company") as of and for the period ended March 31, 2002 and included in the Company's quarterly report on Form 10-Q for the quarter then ended is incorporated by reference in the Company's Registration Statements on Forms S-8 (Nos. 33-09896, 33-51455, 33-55410, 33-58347, 333-57509, 333-57515, 333-57517, 333-57519, 333-83511, 333-88141, 333-31370, 333-34764, 333-49280, 333-57866, 333-57868 and 333-57870), on Forms S-3 (Nos. 33-14071, 33-55425, 333-22355, 333-49455, 333-68847, 333-74075, 333-34760, 333-45466 and 333-86874) and on Form S-4 (No. 333-82049).

Very truly yours,

PricewaterhouseCoopers LLP