



AMERICAN PETROLEUM INSTITUTE

GLOBAL INDUSTRY SERVICES
CERTIFICATION PROGRAMS

API Training Provider Certification Program (TPCP) Application

REVISION 3 | FM-009.pdf





API Training Provider Certification Program Introduction

Thank you for requesting information on the API Training Provider Certification Program (TCP[®]). By applying for your API Training Provider Certification, you have already shown you are willing to take an important step toward further improving your training course management system. So fill out your application today. Information on the materials you need to submit is included. If you have any questions, please contact one of our associates by calling API at (+1) 202-682-8075. Please send email inquiries to tcp@api.org.

Your application will be processed as soon as we receive your payment. Thanks again for your interest in the API Training Provider Certification Program.

API Training Provider Certification Program

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Part 1 – General Requirements

A description of requirements that make a course eligible to apply for TPCP certification and a description of what is expected of both API and the applicant.

Part 2 – Application Process

Describes components and steps involved in submitting the TPCP application and having it approved.

Part 3 – Application

Provides API with the basic information required for processing your application.

Part 4 – Use of the API TPCP Mark

Specifies the rules governing the API TPCP Mark.

Part 5 – Certification Agreement

Specifies the rules governing the API Training Provider Certification Program.

Part 6 – Multiple Course Listing Application (Optional)

Part 7 – Fee Schedule

Describes the types of fees, the costs involved, and how to submit payment.

API Training Provider Certification Program

Part 1 – General Requirements

1. This part details the general requirements of the API Training Provider Certification Program (TPCP) for the certification of training courses and course providers.
2. Review the requirements stated in this booklet and the applicable industry specification(s) and government requirement(s) for which you are seeking certification. If you feel that the training course(s) meets all the stated requirements to obtain certification, please complete and submit the following:

(a) **Statement of Eligibility**

For each training course for which you are requesting certification, include a statement that describes the eligibility criteria that your course satisfies. All training courses considered for certification shall meet one or more of the following course content criteria to be eligible for API TPCP certification. The content of the course material must be developed based on one or more of the following:

1. API publications,
2. Subject Matter Experts (SMEs) knowledge and expertise,
3. Federal regulations on industry training (Subpart O), or
4. National and international standards (ASME, ASTM, etc.) generally recognized by the oil and natural gas industry.

(b) **Application**

The API Training Provider Certification Program Application must be completed and signed.

(c) **Certification Agreement**

For each training course for which certification is requested, a separate API Training Provider Certification Agreement must be completed and signed.

NOTE: The applicant is not allowed to use the API Training Provider Certification Mark or claim that a program has been certified by API until all steps in the process have been completed; the applicant has agreed to comply with all terms and conditions by signing the Certification Agreement; the applicant has paid the applicable fees; and API has determined that the applicant satisfies all of the program requirements.

(d) **Compliance Checklist**

Along with the above documents, a Compliance Checklist must be submitted (in English). The checklist addresses the minimum requirements identified in TM-1 Publication.

(e) **Course Objectives**

A description of course learning objectives and a detailed current outline of the course(s) must be submitted with the application.

In lieu of the course outline, the table of contents for your current training manual(s) or e-learning material that is supplied to students may be submitted. (Do not mail your course manual.)

(f) **Course Schedule**

A current schedule for the course(s) must be provided to assist in scheduling the API audit.

(g) **Multi-Site**

If there are multiple delivery locations for each course and all locations are to be listed on API's website, you must also complete Part 6 – Multiple Course Locations Application. (If additional course delivery locations are not to be posted on the API website, do not complete Part 6 – Multiple Course Locations Application.) You may complete and submit only Part 6 – Multiple Course Locations Application to add one or more course delivery locations to an existing applicant or certified course that you want posted on the API website. A separate TPCP certificate will be issued for each course location and will be active for the same period of the originally certified course. All course locations are subject to audits. The addition of each course delivery location is subject to a fee, which is described in Part 7 – Fee Schedule.

(h) **For CBT or Web-Based Courses**

Submit ready-to-install CD-ROM or URL.

(i) **Application and Other Fees**

See Part 7 – Fee Schedule for fee information and where to send your application fee.

NOTE: Original signatures are required on all documents and all blanks must be completed.

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API Training Provider Certification Program

Part 1 – General Requirements

3. Submittal of the application package, including applicable fees, does not entitle the applicant to use the API Training Provider Certification Mark or claim that API has certified a specific training program. The API Training Provider Certification Agreement does not become effective until the date that it is executed by API.

For additional information, please contact API at (+1) 202-682-8075 or visit our website at www.api.org/tpcp.

The Training Provider agrees that API shall be the sole judge of whether the training curriculum and course conform to the requirements of the API Training Provider Certification Program and whether the curriculum and course accurately reflect the training that is offered. The Training Provider understands and agrees that fees submitted to API in the application will not be refunded by API if API determines that the Training Provider fails to meet all program requirements, including course content criteria.

4. API's written agreements with each Training Provider require the organization to operate in conformance with its training management system.
5. API Certification Programs personnel are responsible for the review of all applications and resolution of related questions. Upon approval, the Manager, TPCP is responsible for the issuance of course certifications.
6. Prior to submission of an application for certification, applicants shall have implemented training policies and procedures that meet the requirements of the latest edition of TM-1.
7. Applicants that are determined to satisfy the requirements and conditions of the API Training Provider Certification Program and any other related requirements of government agencies or standards-setting organizations, etc., through the application review and course audit process, shall be granted a Training Course Certificate for the specific course assessed. The Training Course Certificate shall remain the property of API. Unless terminated by API, Training Course Certificates shall be effective from the date of certification and shall remain in effect for the period specified in the license agreement, as long as the organization continuously meets all the requirements of API's Training Provider Certification Program as described herein. If an organization does not wish to maintain a course as certified, it shall notify API in writing ninety (90) days prior to the anniversary date of the Training Course Certificate.
8. An organization shall:
 - (a) Agree to implement and maintain all elements that are specific to TM-1. This continual implementation shall apply to each certified course.
 - (b) Maintain and document the training course in accordance with TM-1 and specific course-based requirements as determined by TPCP.
 - (c) Appoint a Training Management Representative to be responsible for all matters relating to these program requirements. The Training Management Representative shall be responsible for the awareness of customer complaints and corrective actions relative to the certified training course(s).
 - (d) Use the API Training Provider Certification Mark in accordance with the conditions defined in Part 4 – Use of the API TPCP Mark.
 - (e) Immediately discontinue any use of the API Training Provider Certification Mark when notified by API.
 - (f) Upon cancellation or withdrawal of the Certificate of Registration (whether through the request of the organization or API), discontinue all use of the API Training Provider Certification Mark, including all advertising, literature, or documents, which contain any reference to the API Training Provider Certification Mark or the status of having a certified training course.
 - (g) Keep a record of all complaints and their resolution, including any corrective actions taken relative to the certified training course.
 - (h) Notify API of any major changes made to the certified course(s), the approved course materials or training policies. The Training Provider understands that these major changes to a certified course may be subject to review, audit, and re-certification, at the Training Provider's expense, by API based on the nature and extent of changes. The Training Provider shall verify that course instructors carry out all necessary adjustments to the course and materials within a reasonable time.
 - (i) Notify API of any change of address or significant changes in operation or service provided in accordance with applicable requirements of this document.

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API Training Provider Certification Program

Part 1 – General Requirements

9. API Training Provider Certification Program costs shall include:
 - (a) An initial application and annual fee for each certified training course.
 - (b) An annual fee for each course location posted on the API website (if applicable).
 - (c) A royalty fee based on each student attending course.
 - (d) Audit Fees: The Applicant pays the audit costs based on the contract rate of API's auditor(s) and any related auditor(s) expenses, including travel time, airfare, taxi, rental or private car, plus accommodations, meals, parking, telephone, etc. API expends every effort to use a local qualified auditor(s) in order to keep audit costs as low as possible.
 - (e) If applicable, additional expenses incurred by API resulting from the organization's nonconformance with the API Training Provider Certification Program or its own training system requirements, the nature of which require API to perform follow-up or re-audits not regularly scheduled.
10. The Training Provider understands and agrees that a course may be audited periodically during the term of certification to determine whether or not the Training Provider continues to qualify for the authorization to use the API Training Provider Certification Mark. Training Providers with multiple course delivery locations are subject to periodic audits of any of these locations. The frequency of the periodic audits shall be at the discretion of API. The Training Provider agrees to permit API or an assigned API auditor to conduct such audits. Periodic audits shall be at API's expense except that every third year renewal audits shall be performed and shall be at the Training Provider's expense. The Training Provider agrees that API's representatives shall, after giving reasonable notice, have access to the facilities covered by this Agreement in order to perform any audits (scheduled or unscheduled).
11. API may perform "for cause" audits on certified Training Providers as a result of complaints from course users. API shall pay the audit cost. If numerous or severe non-conformances are found as a result of any audit, API may also perform a re-audit at the Training Provider's expense.

API Training Provider Certification Program

Part 2 – Application Process

1. API shall:
 - (a) Review training course materials for conformance with the program criteria.
 - (b) Schedule, perform, and review audits.
 - (c) Notify the certified Training Provider of any changes in the API Training Provider Certification Program requirements and give a practical period of time to modify their training system to meet the revised requirements.
2. After determining that the applicant has met all the requirements and paid the applicable fees, API shall issue the Training Course Certificate. The Training Course Certificate shall list the specific course that has been certified. The applicant's name shall be included in API's list of certified course providers. If a multiple course locations application was completed and applicable fees paid, additional course locations shall also be included in the list of certified course providers. Thereafter, API Certified Training Providers and their applicable course locations may use the TPCP Mark on course materials, marketing and promotional materials, and on websites within the scope described in Part 5 – Certification Agreement.
3. If the organization or any of its multiple locations fails to comply with API Training Provider Certification Program requirements, API will take appropriate action, including, but not limited to:
 - (a) Suspending or canceling the Training Course Certificate.
 - (b) Declining to grant or reinstate the Training Course Certificate.
4. API may change this program at any time. Applicants shall be required to comply with the new requirements within the time frame specified by API.
5. A listing of all certified courses and their corresponding providers are available from API and shall be provided when requested.



API Training Provider Certification Program

Part 3 – Application

Introduction

This Application provides API with the basic information required for processing your application. Please include as much detailed information as possible. It will be used to determine the time and personnel requirements and subsequent costs for the audit. All such information is subject to investigation and an application may be rejected if the information supplied is proven to be invalid.

How To Submit This Application

Submit all pages of the Application Form, accompanied by the original signed copy of the API Certification Agreement for each training course certification, Compliance Checklist, statement of eligibility, course objectives, course outline or training manual table of contents, and course schedule.

For electronic courses, please include applicable URLs, links to the Internet with required access codes, CD-ROM(s), any application agreement, and associated course or program documents.

Submit Your Application to:

American Petroleum Institute
Training Provider Certification Program
1220 L Street, NW
Washington, DC 20005-4070
USA

For submitting payments, see Part 7– Fee Schedule.

Your application will not be processed until payment is received.

NOTE: If certification is being sought for more than one course or program, please indicate each course or program on a separate application. If more space is needed, please attach additional sheets as necessary.

1. The content of the course material is developed based on one or more of the following:

- API publications,
- Subject Matter Experts (SMEs) knowledge and expertise,
- Federal regulations on industry training (Subpart O), or
- National and international standards (ASME, ASTM, etc.) generally recognized by the oil and natural gas industry

Please include background information (e.g., Subject Matter Expert names and credentials, relevant governmental regulations or API publications, etc.), which supports your eligibility criteria:

2. Company Name (as it is to appear on the Certificate):

Please identify the type of program:

- Operator/Contractor In-House Program
- Commercial Training Organization
- Educational Institution (e.g., college or university)
- Nonprofit Training Organization
- Other: _____

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API Training Provider Certification Program

Part 3 – Application

3. Location of Training Center/Facility:

Street Address:

(P.O. Box Numbers are not acceptable.)

City:

State/Province:

Zip/Postal Code:

Country:

4. Course Name (as it is to appear on the Certificate):

5. Training Provider Contact Person (primary contact person of the Training Provider to be certified):

Name:

Title/Position:

Street Address:

City:

State/Province:

Zip/Postal Code:

Country:

Telephone Number:

(Include country and city codes if outside the United States and Canada)

Fax Number:

(Include country and city codes if outside the United States and Canada)

Email:

Sales Email:

(Optional)

Website URL:

(Optional)

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API Training Provider Certification Program

Part 3 – Application

(b) Lecture/Discussion/Demonstration (% of each/total = 100%):

(c) Hands-On Activities and Training Simulation (% of each/total = 100%):

(d) What are the maximum and minimum class size requirements of each course?

- (i) _____
- (ii) _____
- (iii) _____
- (iv) _____
- (v) _____
- (vi) _____
- (vii) _____
- (viii) _____

(e) Training Tools (Please list all mechanical or electronic simulators and hands-on props, tools, or equipment available at your training facility):

(f) Interactive Learning Systems:

- CBT Web-based CDI Multimedia PC
- Other: _____

(g) Course Types: _____

(h) Course Level (Check one):

- Introductory Fundamental Advanced Other: _____

(i) Please attach the course schedule (including dates, location, etc.) for each course.

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API Training Provider Certification Program

Part 3 – Application

Instructor Credentials

On a separate sheet, please provide a list of the names and experience of the instructors that will be providing the training of the certified courses (a resume would be ideal).

Application Agreement

Applicant agrees to the following conditions as a part of the application being accepted by API:

1. To submit the training data requested.
2. To participate in, and to pay the cost of the API audit, whether or not applicant is granted training certification.
3. That API shall be the sole judge of whether or not an applicant meets the appropriate qualification to become a Certified Training Provider.
4. That if the applicant fails to pay the audit fee within the time frame specified, API may bring an action or proceeding to recover these costs. API shall be entitled to recover reasonable attorney's fees and costs. The applicant agrees that the venue and applicable law for such action shall be the District of Columbia, United States of America.
5. That the applicant shall not be granted any rights to use the API Certificate of Registration until all steps in the process have been completed to the satisfaction of API, applicable fees have been paid, and the applicant has agreed to comply with all of the terms and conditions of the Certification Agreement.
6. The undersigned individual represents and warrants that he/she is expressly and duly authorized by their entities or agencies to execute the Agreement and to legally bind their entities or agency as set forth herein.

Attachments

Please attach the following to the application:

- Objectives or Course Manual Table of Contents (Complete training manual may be sent electronically if desired)
- Course Schedule
- Compliance Checklist

For electronic courses, please also include:

- Applicable URLs
- Links to the Internet with Required Access Codes
- CD-ROM(s)
- Associated Course or Program Documents

API Training Provider Certification Program

Part 4 – Use of the API TPCP Mark

1. The Training Provider shall not use the API TPCP Mark in advertising or in a manner that suggests that any other courses or products that are offered by the Training Provider have been certified by API.
2. The Training Provider shall not use the Mark “API” or “AMERICAN PETROLEUM INSTITUTE,” except in the following circumstances: (1) As part of the API TPCP Marks; (2) In text in advertising stating that training meets, exceeds or otherwise satisfies API or American Petroleum Institute standards. However, the Training Provider shall not use the Marks “API” or “AMERICAN PETROLEUM INSTITUTE” apart from the API TPCP Mark, in such a manner to suggest or indicate API’s sponsorship, approval or endorsement of the courses.
3. The Training Provider agrees to notify API in a timely manner if it has evidence or information which indicates that its certified training courses do not conform to API’s requirements or of any assertion by a third party that the curriculum and training was invalid or misleading. The Training Provider agrees that API shall have the right to terminate this Agreement, in whole or in part, in response to said assertion or information.
4. When the API TPCP Mark is used on student course completion certificates, it shall always be in conjunction with the applicable TPCP license number(s).
5. The Training Provider agrees that API may notify vendors, governmental authorities, potential users, and others of an improper or unauthorized use of the Mark or the failure of courses to satisfy API requirements when in judgment of API such notifications are necessary to protect consumers, the public, or for API’s own protection.



API Training Provider Certification Program

Part 5 – Certificate Agreement

This Agreement dated _____
between the AMERICAN PETROLEUM INSTITUTE (hereinafter “API”), a corporation of the District of Columbia, having offices at 1220 L Street, N.W., Washington, D.C., 20005-4070, USA, and:

_____ hereinafter “Training Provider”), a corporation of:

_____ having its principal place of business at:

SAMPLE WHEREAS, API is the owner of all rights to certain Marks relating to API’s Training Provider Certification Program, (hereinafter “TPCP”).
TM

WHEREAS, the Training Provider desires a nonexclusive license from API to use the API TPCP Mark in connection with the marketing of training classes that conform with API standards and specifications.

NOW THEREFORE, in consideration of the mutual covenants hereinafter stated, the parties agree as follows:

1. API grants to the Training Provider a nonexclusive license to use the TPCP Mark in connection with the training course, provided that this course is conducted in accordance with the standards and requirements set forth in API Criteria for the Certification and Administration of the API Training Provider Certification Program and the API program requirements, including any amendments, modifications, substitutions or interpretations that hereafter are adopted. The Training Provider shall not use the Mark in advertising or in a manner that suggests that any other courses or products that are offered by the Training Provider have been certified by API.
2. The Training Provider shall not use the Mark “API” or “AMERICAN PETROLEUM INSTITUTE,” except in the following circumstances: (1) As part of the API TPCP Marks; (2) In text in advertising stating that training meets, exceeds or otherwise satisfies API or American Petroleum Institute standards. However, licensee shall not use the Marks “API” or “AMERICAN PETROLEUM INSTITUTE” apart from the API TPCP Marks, in such a manner to suggest or indicate API’s sponsorship, approval or endorsement of the courses.
3. When the API TPCP Mark is used on student course completion certificates, it shall always be in conjunction with the applicable TPCP license number(s).
4. The Training Provider understands and agrees that the certification status of any training course offered by the Training Provider shall be made available by API to the general public for review and use and that the Training Provider waives any rights to this information.
5. The Training Provider agrees that API shall be the sole judge of whether the certified training curriculum and course conforms to the requirements of the API Training Provider Certification Program and whether the curriculum and course accurately reflects the training that is offered.
6. If API determines at any time during this Agreement that the Training Provider does not conform to the program requirements, API may terminate this Agreement immediately.
7. The Training Provider understands that participation in the program is voluntary and agrees that API has not made any direct or indirect representations or warranties concerning any potential business opportunities.
8. The Training Provider agrees to pay API the Annual Certification Fee, the annual per student royalty fee, the multiple course location fee and any other applicable fees within thirty (30) days of receiving the invoice from API. The Training Provider agrees that API Fees may be revised Annually. All fees are payable in U.S. Dollars.
9. The Training Provider agrees to pay all sales, use, property, excise, and other taxes now or hereafter imposed by any government body or authority based on or in any way measured by this Agreement.

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APPLICANT INITIAL HERE _____	<< ALL REGISTRATION AGREEMENT PAGES MUST BE INITIALED. By initialing here you signify you have read this Registration Agreement page and will abide by the terms and conditions above.
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API Training Provider Certification Program

Part 5 – Certificate Agreement

10. The Training Provider agrees to notify API in a timely manner if it has evidence or information which indicates that its certified training courses do not conform to API's requirements or of any assertion by a third party that the curriculum and training was invalid or misleading. The Training Provider agrees that API shall have the right to terminate this Agreement, in whole or in part, in response to said assertion or information.
11. The Training Provider agrees that if any action or proceeding is brought by API to enforce, protect or establish any right or remedy with respect to this Agreement (including, but not limited to, the failure of the Training Provider to pay applicable fees or course witness costs), API shall be entitled to recover reasonable attorney's fees and costs provided that it is the prevailing party.
12. The Training Provider understands and agrees that the certified training course shall be audited periodically during the term of this certification to determine whether or not the Training Provider continues to qualify to use the TPCP Mark. The frequency of the periodic audits shall be at the discretion of API. Training Provider agrees to permit API, or any approved API auditor to conduct such audits. Periodic audits shall be at API's expense except the every-third-year renewal audit, which shall be at Training Provider's expense. Training Provider agrees that API's representatives shall have access, free of charge, to any training courses covered by this Agreement in order to perform these audits. The right of API's representative to obtain free access to these training courses shall not be conditioned upon the execution by him/her or API of any agreement, waiver or release which in any way purports to affect his/her legal rights or the rights or obligations of API. Any such document executed in contravention of this provision shall be without force or effect. However, API shall direct its representative to exercise due care in complying with any safety regulations which may be generally applicable to the personnel at the facility.
13. The Training Provider agrees that use of the API TPCP Mark on course materials shall constitute a representation and warranty by the Training Provider to API and to the purchasers of the Training Provider's course that the course conforms to the applicable standards, specifications and requirements of API; and the Training Provider agrees to be solely responsible for, and to defend, indemnify, and hold API and API's affiliates, officers, directors, agents, and employees harmless against any and all claims, actions, suits, liabilities, demands, expenses (including reasonable attorneys' fees), losses, costs, or damages asserted against or incurred by API arising out of or in connection with (1) the failure of the Training Provider's course to conform to such standards and specifications, or (2) the breach of any obligations or warranties hereunder; and the Training Provider further agrees to defend API, at the Training Provider's expense, against any and all such suits, claims or proceedings.
14. The Training Provider agrees that any auditing, sampling, inspections or tests conducted by API are designed only to verify conformance with API requirements and do not relieve the Training Provider of its responsibility to ensure the quality of its course or ensure that its course meets API TPCP Program requirements.
15. If API's requirements are modified during the term of this Agreement, API shall determine the date by which the new requirements become effective and shall notify the Training Provider of such date. The Training Provider agrees to comply with the modified requirements and to use the API TPCP Mark after the effective date only on course materials that meet the new or revised requirements.
16. The Training Provider agrees that API may notify vendors, governmental authorities, potential users, and others of an improper or unauthorized use of the Mark or the failure of courses to satisfy API requirements when in judgment of API such notifications are necessary to protect consumers, the public or for API's own protection.
17. The Training Provider agrees that the sale, delivery or promotion of any course utilizing the API TPCP Mark would mislead the public if such course does not comply with the requirements of API as herein provided and agrees that any breach of this contract in this respect could not adequately be compensated for in money damages. For these and other reasons, the Training Provider agrees that, in the event of the violation of any of the terms and conditions of this Agreement, a temporary injunction may be issued at the instance of API restraining the Training Provider from further use of the API TPCP Mark in any manner whatsoever, and from any further sale or offering for sale, delivery or distribution of said course bearing the API TPCP Mark, and any other relief which may be deemed appropriate. The granting or issuance of such temporary injunction shall not affect the right of API to compensatory and punitive damages for the misuse of the API TPCP Mark or its name, abbreviations or symbols, and shall be in addition to, and not in lieu of, any other rights and remedies provided by this Agreement.
18. The Training Provider agrees not to make representations or warranties to potential customers or API that are false, misleading or inconsistent with the terms of this license agreement or the API Training Provider Certification Program.

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<p>APPLICANT INITIAL HERE</p> 	<p><< ALL REGISTRATION AGREEMENT PAGES MUST BE INITIALED.</p> <p>By initialing here you signify you have read this Registration Agreement page and will abide by the terms and conditions above.</p>
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API Training Provider Certification Program

Part 5 – Certificate Agreement

19. This Agreement may be terminated by API at any time and for any reason satisfactory to API after providing notice to the Training Provider. However, if the Training Provider defaults in any of its obligations under this Agreement, API may immediately terminate or suspend the rights or authority conferred by this Agreement without prejudice to any other rights which API may have. Termination, suspension or expiration of this Agreement shall not affect any liability of the Training Provider existing as of the date of such action, shall not relieve the Training Provider of its obligation of indemnity as to courses provided prior thereto, and shall not excuse the Training Provider from paying any fees or other charges owing to API. Upon termination or suspension, with or without cause, of any rights or authority conferred by this Agreement, or upon expiration of this Agreement, the Training Provider agrees to immediately discontinue the use of the API TPCP Mark on any product which is the subject of such termination, suspension or expiration.
20. If this Agreement is terminated by API without cause, the Training Provider agrees that its sole and exclusive remedy shall be a refund of the annual fee. If this Agreement is terminated for cause, The Training Provider agrees that API shall not be obligated to refund any fees or payments made by the Training Provider. The Training Provider agrees that under no circumstances shall API be liable for loss of profits, loss of income, loss of business opportunity, economic loss or other consequential loss, or damages as a result of the termination of this agreement.
21. API has the right, but not the obligation, to register at its own cost, any or all of the API TPCP Mark worldwide. Furthermore, API does not represent or warrant, expressed or implied, that the API TPCP Mark does not infringe or otherwise violate the rights of third parties. API, however, represents and warrants that it has no actual knowledge that the API TPCP Mark infringes or otherwise violates any valid right of any third party in whole or part that would preclude the Training Provider from using the API TPCP Mark as provided for in this Agreement.
22. The Training Provider agrees that API is the sole owner of the API TPCP Mark and agrees not to take any actions which are inconsistent with API's ownership rights including, but not limited to, challenging API's ownership rights, challenging the validity of the API TPCP Mark or any registrations and applications thereof, and/or attempting to register the API TPCP Mark or other API Mark in any country, state or other jurisdiction.
23. The Training Provider shall promptly notify API of any assertion that the use of the Mark in the promotion or sale of certified courses hereunder infringes or violates the rights of any third party and will consult with API to determine the course of action to be followed in response to said assertion. API shall have the right to terminate this Agreement, in whole or in part, in response to said assertion.
24. API does not undertake and shall have no obligation, but nevertheless shall be entitled, if it so desires to defend any action brought for infringement or other violations of trademarks, patents, industrial and artistic designs or copy rights owned by a third party or unfair competition with a third party when the basis of the claim is related to the Training Provider's use of the API TPCP Mark. If API does not defend any such action, it shall have no obligation to reimburse or indemnify the Training Provider, its agents, sub-agents, customers or any other persons for the cost of defending such suit or for damages or costs incurred as a result of such actions.
25. With respect to all claims, actions and suits to enforce API's rights in the Marks, including suits in which the Training Provider is joined as a party, API shall have the sole right to employ counsel of its choosing and to direct the handling of the litigation and any settlement thereof. API shall be entitled to receive and retain all settlement proceeds and all amounts awarded as damages, profits or otherwise in connection with such suits.
26. The Training Provider agrees to assist API in the enforcement of any rights of API in the API TPCP Mark. The Training Provider agrees that it will not perform any acts which directly or indirectly assist a third-party in using the API TPCP Mark without authorization. The Training Provider agrees to notify API in writing of any infringements or imitations by third parties of the API TPCP Mark which may come to the Training Provider's attention. API shall have the sole right to determine whether or not any action shall be taken, at its sole expense, on account of any such infringement or imitation. API, if it so desires, may commence or prosecute any claims, actions or suits in its own name or in the name of the Training Provider or join the Training Provider as a party thereto.
27. The Training Provider agrees that this Agreement does not relieve the Training Provider of its obligations concerning courses marketed or distributed pursuant to previous license Agreements between the Training Provider and API and any amendments or renewals thereof. The Training Provider agrees that API may utilize the rights and remedies specified in this Agreement to ensure that products in the marketplace which were licensed to use the API TPCP Mark pursuant to previous agreements are in full compliance with the API requirements applicable at the time the course was marketed or distributed.
28. If any action or proceeding is brought by API to enforce, protect or establish any right or remedy with respect to this Agreement (including but not limited to the failure of the Training Provider to pay applicable fees or audit costs) or with respect to the subject matter of this Agreement, API shall be entitled to recover reasonable attorney's fees and costs provided that it is the prevailing party.

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<p>APPLICANT INITIAL HERE</p>	<p><< ALL REGISTRATION AGREEMENT PAGES MUST BE INITIALED.</p> <p>By initialing here you signify you have read this Registration Agreement page and will abide by the terms and conditions above.</p>
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API Training Provider Certification Program

Part 5 – Certificate Agreement

- 29. The Training Provider agrees to cooperate fully with API in any effort which API may deem advisable in order to record the Training Provider as a registered user of the Marks, including the providing of information and execution of documents in connection therewith. Expenses associated with such recording shall be borne by API.
- 30. This license shall not be assignable or transferable by the Training Provider in any manner nor shall the Training Provider have the right to grant sublicenses.
- 31. This Agreement shall be interpreted and governed by the law of the District of Columbia, United States of America.
- 32. In the event of any litigation between the parties arising under this Agreement the parties agree that the only proper venue for such litigation shall be the District of Columbia, United States of America.
- 33. API is a nonprofit corporation exempt from United States federal income tax under section 501(c)(6) of the Internal Revenue Code of 1986 as amended. No provision of this agreement shall obligate API to take any action that is inconsistent with or that could jeopardize its tax-exempt status.
- 34. This agreement shall terminate immediately without notice if the Training Provider files a petition in bankruptcy or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or if the Training Provider discontinues its business or a receiver is appointed for the Training Provider or for the Training Provider's business and such receiver is not discharged within thirty (30) days.
- 35. All payments due hereunder shall be made in U.S. Dollars and are exclusive of any sales, use or other taxes, fees or duties arising out of this agreement.
- 36. This instrument contains the entire and only agreement between the parties with respect to the subject matter hereof. No oral statements or representations not herein contained shall have any force and effect.
- 37. It is expressly understood between the parties hereto that no association, agency, apparent agency, employer/employee relationship, partnership or joint venture of any kind has been created.
- 38. The terms and conditions of this Agreement are severable. If any condition of this Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms shall remain in force.
- 39. This Agreement shall not and is not intended to benefit or to grant any right or remedy to any person or entity that is not party to this Agreement.
- 40. The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective entities or agencies to execute this Agreement and to legally bind their respective entities or agencies as set forth in this Agreement.
- 41. Paragraphs 3, 4, 8, 9, 10, 12, 14, 17, 19, 20, 21, 22, 29, 32, 33 and 39 shall survive termination suspension or expiration of this Agreement.
- 42. This Agreement shall be effective on the date that it is executed by API. The Agreement shall expire three years from the date it was executed by API.
- 43. Notices required to be given by this Agreement shall be in writing and shall be effective as of the date on which such notice is delivered to:
 - (a) **Manager of Certification Programs**
American Petroleum Institute
1220 L Street, NW
Washington, DC 20005-4070
 - (b) The Certified Training Provider at:

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<p>APPLICANT INITIAL HERE</p> <p>_____</p>	<p><< ALL REGISTRATION AGREEMENT PAGES MUST BE INITIALED.</p> <p>By initialing here you signify you have read this Registration Agreement page and will abide by the terms and conditions above.</p>
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API Training Provider Certification Program Part 5 – Certificate Agreement

APPLICANT USE ONLY | APPLICANT AGREEMENT AUTHORIZATION

Name of Organization or Company: _____

Name of Authorized Officer: _____

Signature of Authorized Officer: _____

Title of Authorized Officer: _____

Date: _____

API USE ONLY | APPLICANT AGREEMENT AUTHORIZATION

Manager, API Certification Programs: _____

W. Dan Whittaker



API Training Provider Certification Program

Part 6 – Multiple Course Listing Application (Optional)

This part of the application shall be used only if you have multiple course delivery locations for a particular course that you want listed on the API website or for which you desire a separate certificate. If you do not want course delivery locations posted on website or a separate certificate (even if you present a course in multiple locations), skip this section.

A Multiple Course Locations Application shall be completed for each applicant or certified course for which you want multiple locations posted on API's website.

A separate TPCP certificate shall be issued for each course location and is active for the same period of the originally certified course. New course locations may be added at any time by completing this part of the application and submitting to API. TPCP Certificates for multiple course locations shall be granted only if the certified course is active and in good standing. The addition of each course delivery location is subject to an initial fee and an annual renewal fee, which are described in Part 7 – Fee Schedule.

Training Provider and Certified Course Information:

Business Name: _____

Contact Name: _____

Telephone Number: _____

(Include country and city codes if outside the United States and Canada)

Fax Number: _____

(Include country and city codes if outside the United States and Canada)

Email: _____

Applicant or Certified Course Name: _____

Current TPCP Certificate or Certification Number (if applicable): _____

Course Delivery Location Information:

Location 1:

Facility Name: _____

Street Address: _____

City: _____

State/Province: _____

Zip/Postal Code: _____

Country: _____

Contact Person: _____

Telephone Number: _____

(Include country and city codes if outside the United States and Canada)

Fax Number: _____

(Include country and city codes if outside the United States and Canada)

Email: _____

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API Training Provider Certification Program

Part 6 – Multiple Course Listing Application (Optional)

Location 2:

Facility Name: _____

Street Address: _____

City: _____

State/Province: _____

Zip/Postal Code: _____

Country: _____

Contact Person: _____

Telephone Number: _____

(Include country and city codes if outside the United States and Canada)

Fax Number: _____

(Include country and city codes if outside the United States and Canada)

Email: _____

Location 3:

Facility Name: _____

Street Address: _____

City: _____

State/Province: _____

Zip/Postal Code: _____

Country: _____

Contact Person: _____

Telephone Number: _____

(Include country and city codes if outside the United States and Canada)

Fax Number: _____

(Include country and city codes if outside the United States and Canada)

Email: _____

CONTINUED >>



API Training Provider Certification Program

Part 6 – Multiple Course Listing Application (Optional)

Application Agreement

Applicant agrees to the following as a condition of the application being accepted by API:

1. The Training Provider is ultimately responsible for ensuring that course delivery locations comply with all applicable TPCP requirements.
2. The Training Provider shall be invoiced for all audits including audits at course delivery locations, all of which are subject to audits. (Audits occur every three years and course delivery locations may be included in audit.)
3. The Training Provider is responsible for the control of the TPCP Mark as specified in original course agreement and its use by course delivery locations.
4. Failure of any course location to adhere to TPCP requirements may result in the suspension and/or cancellation of the Training Provider's Certificates of Registration for that course or courses.

The undersigned individual represents and warrants that he/she is expressly and duly authorized by his/her entities or agencies to execute the Agreement and to legally bind the entities or agencies as set forth herein.

Name of Authorized Officer: _____

Signature of Authorized Officer: _____

Title of Authorized Officer: _____

Date: _____

API Training Provider Certification Program

Part 7 – Fee Schedule

Non-Refundable Application Fee

A separate application shall be submitted for each course to be certified. For every API Training Provider Certification Application submitted, a non-refundable Application Fee shall be paid as listed below:

\$	1,100.00	First course
\$	500.00	Second course
\$	250.00	Third and each subsequent course

NOTE: Applications cannot be processed until full payment is received.

Certification Renewal Fee

An annual course renewal fee shall be paid for continuation of course certification(s) in good standing. The annual renewal fees are listed below:

\$	1,100.00	First course
\$	500.00	Second course
\$	250.00	Third and each subsequent course

Royalty Fee

Each year a royalty fee for each student completing any API TPCP certified course(s) shall be assessed. The royalty fee only applies to the first 500 students regardless of the number of certified courses. API shall request a report of the number of students per course near the end of each calendar year. Invoices for the student royalty fee along with the annual course fee shall be issued in the first quarter of the following year.

The annual per student royalty fee: \$20.00 per student (capped at 500 students per training provider)

Multiple Course Locations Fee (Optional)

Multiple course delivery locations entitle certificates to be issued for each location and contact information be identified for each location on the API website. The fee schedule for issuing certificates and posting contact information for multiple locations is listed below:

\$	500.00	First course
\$	250.00	Second course
\$	100.00	Third and each subsequent course

The above fees shall also be paid annually to continue your multiple course listing(s).

How to Send Your Payment(s)

All fees payable to API shall be made in United States currency (U.S. Dollars). The Training Provider shall be responsible for all taxes, banking and services fees, including all applicable withholding taxes (see Part 3 – Application for the address to submit your application).

If You are Paying by Check or Money Order

Funds must be drawn on a United States bank. Please forward your non-refundable fees to:

American Petroleum Institute
Training Provider Certification Program
PO Box 1425
Merrifield, VA 22116-1425
USA

Include this Reference Number on your check:
SS-2100-U9300-7110

IMPORTANT NOTE: Overnight/Express deliveries should be addressed to:

American Petroleum Institute
Training Provider Certification Program
1220 L Street, NW
Washington, DC 20005-4070
USA

IMPORTANT NOTE: DO NOT send your application to the payment address.

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API Training Provider Certification Program

Part 7 – Fee Schedule

If You Are Paying By Wire Transfer

Please add an additional \$30.00 (USD) to cover wire transfer fees. Send your non-refundable fee(s) to:

TD Bank
1030 15th Street, NW
Washington, DC 20005
USA

ABA Routing # 054001725
Credit to American Petroleum Institute Account # 4251303172

IMPORTANT NOTE: DO NOT send your application to the payment address.



AMERICAN PETROLEUM INSTITUTE

GLOBAL INDUSTRY SERVICES
CERTIFICATION PROGRAMS

API TRAINING PROVIDER CERTIFICATION PROGRAM

1220 L Street, NW
Washington, DC 20005-4070
USA

Sales: 877-562-5187
(Toll-free in the U.S. and Canada)
(+1) 202-682-8041
(Local and International)
Email: tpcp@api.org
Web: www.api.org/tpcp