



API Monogram Licensing Program Requirements

REVISION 13 | FM-002



API
Monogram™
Program



API Monogram Licensing Program Requirements

Introduction

The API Monogram Licensing Program

Thank you for requesting information on the API Monogram™ Licensing Program. By requesting an application for an API Monogram license, you've already shown you're willing to take an important first step toward improving processes and customer satisfaction.

This document is provided for your review of the API Monogram Licensing Program requirements. If you desire to submit an application, please complete a Monogram License Online Application using "myCerts Portal Login" found at <https://my.api.org>.

If you have any questions, please contact one of our associates by calling API at 202-682-8041. Please send email inquiries to certification@api.org.

Your application will be processed as soon as we receive your payment. And thanks again for your interest in the API Monogram Licensing Program.



API Monogram Licensing Program Requirements

Contents

Part 1 – General Requirements

Find out how API conducts API Monogram licensing and what is expected of both API and the applicant. Also, find out how to obtain a complete list of the API Monogram Program Product Specifications available for licensing.

Part 2 – Use and Misuse of the API Monogram

A description of how the mark is to be used.

Part 3 – Licensing Process

A step-by-step guide on how to become a licensed facility.

Part 4 – License Agreement

Detailed information on the rules governing the API Monogram Licensing Program.

Part 5 – Licensing Fee and Directions

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



API Monogram Licensing Program Requirements

Part 1 – General Requirements

1. The information contained herein details the applicable requirements for Organizations seeking approval to use the API Monogram Mark.
2. To obtain and retain an API Monogram license, an Organization must have a documented and functioning quality management system in place that meets both the requirements of API Spec Q1® (Specification for Quality Management System Requirements for Manufacturing Organizations for the Petroleum and Natural Gas Industry), and at least one of the applicable API Product Specifications.
3. Issuance of the license(s) is dependent upon a successful evaluation of the Organization's quality manual and satisfactorily passing an on-site audit of the Organization's facility and processes by API through its designated auditors. Site audits are required to verify demonstrated capability of the Organization to meet program requirements. Associated audit expenses will be paid by the facility.
4. Review the requirements stated in API Spec Q1 and the applicable API Product Specification(s) for which your Organization is seeking a license. If your Organization feels that its manufacturing processes meet all the stated quality requirements to obtain an API Monogram License for one or more product specifications, please complete a Monogram License Online Application using "myCerts Login" found at <https://my.api.org>. The online application will require the following:

(a) **API Monogram License Agreement**

A License Agreement must be reviewed and electronically signed.

NOTE: The applicant is not allowed to use the API Monogram until all steps in the process have been completed (including satisfactorily passing an on-site audit), the applicant has paid the applicable fees, the applicant has agreed to comply with all terms and conditions of the agreement, and signed the License Agreement.

(b) **Licensing Information**

Identification of the API Specification and products for which you are requesting licensing. To access the list of licensable products, please visit the Licensing Information Forms located in www.api.org under the API Monogram Program section.

(c) **Quality Manual**

A copy of your current Quality Manual (written in English), which thoroughly describes your quality management system. The Quality Manual must explicitly address all requirements identified in API Spec Q1, including description and interaction of all processes, as well as identification of all applicable (and/or allowable) exclusionary clauses (see API Spec Q1 Section 1).

Obsolete and superseded Quality Manuals will not be returned to Licensees.

(d) **Non-Refundable Fee**

Application(s) cannot be processed until full payment is received. The fees are as follows:

\$5,000.00 (U.S. Dollars)

First API Spec License Application

\$3,500.00 (U.S. Dollars)

Second API Spec License Application

\$2,000.00 (U.S. Dollars)

Each additional API Spec License Application

The fee schedule applies to a single quality program at the same facility. For information on where to send your Application Fee, see Part 5 – Fee Schedule. For additional information, please call (+1) 202-682-8041, or visit our website at www.api.org. Submittal of the application documentation, including licensing fees, does not give the applicant the right to use the API Monogram Mark. The License Agreement does not become effective until the date that it is executed by API.

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API Monogram Licensing Program Requirements

Part 1 – General Requirements

5. Quality Management System Exclusions

API Spec Q1 limits the sections of the standard applicable for exclusion (refer to Section 1.Scope). For eligibility of these exclusions, the Applicant or Licensed Organization shall provide a written justification for the exclusion(s), identifying the exclusion(s) in your Quality Manual.

Even if the activities of the proposed excluded sections are performed through outsourcing, the Applicant or Licensed Organization must ensure that appropriate controls are being maintained both in the outsourced organization's management system and in their own management system for periodic verification of the controls being outsourced. With this, such activities are not eligible for exclusion.

NOTE: The Applicant or Licensed Organization shall be required to provide evidence (during audits) that controls are adequately implemented and maintained for any activity that may be outsourced.

Examples

If no customer-supplied property (either finished product, raw material, or intellectual documentation) is allowed within the manufacturing/servicing process of the Applicant or Licensed Organization, then API Spec Q1, Section 5.7.5, may be declared as an applicable exclusion. However, if this Organization provides threading, heat treatment or inspection services of finished product to its clients, Section 5.7.5 is not eligible for exclusion. Similarly, if this Organization receives proprietary designs of products for manufacturing, Section 5.7.5 is not eligible for exclusion.

If processes that require validation as prescribed by the respective product specification(s) are not applicable (e.g., welding, NDE and heat treating), then API Spec Q1, Section 5.7.1.5 may be declared as an applicable exclusion. However, if an Organization is required to perform such processes and chooses to outsource them, Section 5.7.1.5 is not eligible for exclusion.

If no product design is performed by nature of the defined activities within the management system (e.g., threading, servicing, machining), then API Spec Q1, Section 5.4 may be declared as an applicable exclusion. However, if an Organization must satisfy specific product design requirements from applicable standards or if the design is outsourced to third party designers or to other divisions within the Organization (e.g., a corporate design center), Section 5.4 is not eligible for exclusion, and all elements of this part of the standard must be addressed within the quality management system. Furthermore, the Organization must develop and maintain Design Package(s) (applicable documentation) to demonstrate compliance with design and development requirements.

Design Packages

The API Monogram Licensing Program requires the selection of a design package for review during initial, surveillance and renewal audits. To determine what qualifies as a design package, please follow these guidelines:

Design – a detailed plan for product.

Package (per Webster's) – a collection of related items to be considered as or acted on together.

Design Package (therefore is) – a detailed plan for a product which includes all the background documents, applicable API standards, and the instructions, procedures, specifications, drawings, routings, travelers, checklists, process sheets and changes to these documents necessary to produce that product at the manufacturing location. Such documentation shall include, but not be limited to, design plans, input elements, output elements, evidence of review/verification and evidence of validation. Since the purpose of the API Monogram Program is to consistently, objectively, and reliably identify organizations who are capable of manufacturing products that comply with the current edition of the applicable API specifications, the organization shall have a complete design package, as well as procedures that provide instructions and requirements on how to develop a design, unless eligible for design exclusion.

API, in conjunction with objective evidence provided from the audit, shall have the final decision as to whether an Applicant or Licensed Organization is eligible for the requested exclusion(s). If exclusion(s) is (are) granted and later deemed ineligible, the Applicant or Licensed Organization shall be required to revise the affected Quality Manual and ensure that such controlled documents are maintained within the quality management system as verified by an audit. Please contact API for further guidance on applicable exclusions to your quality management system.

6. API Product Specifications – Documentation Requirements

The licensed or applicant organization is required to maintain at least one official copy of the most current edition of the English language version of the API Product Specification(s) under which it is licensed or seeking licensure. The product specification(s) must be the version of the document that is published by API and distributed by API or an authorized distributor. Translated versions of the specifications are not acceptable alternatives to this requirement. It is the organization's responsibility to ensure the accuracy of any non-sanctioned translations of the API Product Specifications. Technical requirements identified in the current English language version of the document shall be the only acceptable manufacturing criteria to be used by the licensee or applicant organization.

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API Monogram Licensing Program Requirements

Part 1 – General Requirements

7. Manufacturing Capability

API may refuse initial licensing or suspend current licensing based on a facility's level of manufacturing capability. Even though subcontracting is permitted, the API Monogram Program is designed to identify Organizations that have demonstrated the ability to manufacture equipment that conforms to API specifications. If API determines that additional review is warranted, API may perform additional audits (at the Organization's expense) of any primary subcontractors to ensure their compliance with applicable specifications.

Facilities with capabilities that are limited to the processes or activities defined below do not meet the manufacturing capability requirements to produce new products and therefore shall not be licensed or be the basis for licensing under the API Monogram Program:

- Capabilities that are limited to performing final inspection and testing of the product, except for testing agencies as specified in API Spec 14A and/or API Spec 6AV1;
- Buying, selling and/or distributing finished products and materials;
- Design and development activities;
- Tearing-down and/or re-assembling of products/components; and,
- Repairing or remanufacturing of existing, used, worn or damaged products.

8. API Advisories

The API Certifications Department regularly publishes Program Advisories on its webpage www.api.org. These advisories are intended to notify licensed/registered organizations of program policies and interpretations that have industry wide application. These advisories are part of the Program Requirements and compliance with them is compulsory. It is the responsibility of the licensed/registered organization to periodically check the site to ensure that the licensed/registered organization is in compliance with all of the advisories.

9. API Publications

You may order relevant specifications and other API publications through our distributors listed on the API website. You may also download a copy of the current API Publications, Programs, and Services catalog at www.api.org. This site also contains ordering information.

10. Location, Name and/or Ownership Changes

Licenses are non-transferrable. Licensed organizations shall notify API of location, name and/or ownership changes. Please note that ownership changes may require a re-issuance of license numbers. At that time, API will review the information provided to determine if further actions are required. Please contact API at certification@api.org to report any of the changes described above.

11. Appeal Process

In the event an Applicant or Licensed Organization wishes to appeal a decision made by API to refuse to grant a license or suspend or cancel an existing license, they shall do so in accordance with the current procedures for appeal found on the API Monogram and APIQR website, subject to revision at API's discretion. Any decision by API to deny, suspend, or cancel an application or license shall stand while such an appeal is pending.

12. API Composite List

The API Composite List is an online Directory of API Monogram Licensees and Management System Registered Organizations. Information about Applicant and Licensed organizations will be available publicly through the API website and other means as determined by API. The API Composite List includes facility-specific details such as addresses, phone numbers, email addresses, and number of employees reported to API. A listing of the organization's licenses, past and present, is also made available and includes licensed products, license number, license status, and any relevant dates as determined by API.



API Monogram Licensing Program Requirements

Part 2 – Use and Misuse of the API Monogram

1. A Licensee shall not use the API Monogram on letterheads, buildings or other structures, websites or in any advertising without an express statement of fact describing the scope of Licensee's authorization (license number and product specification), and further provided that Licensee shall not use the API Monogram or license number(s), the name AMERICAN PETROLEUM INSTITUTE or the description "API" in any advertising or otherwise to indicate API approval or endorsement of the Licensee's products. This includes the use of the API name, logo, Monogram or license number(s) on any shipping documents, testing records, or contracts.
2. A Licensee agrees to use the API Monogram on products only as specified by API. The Licensee agrees that it will use the API Monogram only on products that meet all of API's requirements and agrees to assume full and complete responsibility for use of the API Monogram on its products. A Licensee agrees to use its License Number in conjunction with and only in conjunction with the marking of the products that meet the applicable product specification(s), and as described in item 1, above.
3. A Licensee agrees not to use the API Monogram on products in a fashion likely to confuse customers as to the identity of the actual Monogram Licensee. If another entity's name is marked on the product, the Licensee's name and Monogram license number shall be closer to the Monogram than any other marking, and the Licensee's name shall be larger than the name of any other entity.
4. A Licensee agrees to notify API in a timely manner if it has evidence or information which indicates that its products displaying the API Monogram do not comply with API's requirements and agrees to take action immediately in order to bring the product into full compliance. If a Licensee's products in the marketplace do not comply with API's requirements, Licensee agrees to take whatever corrective action that is deemed necessary by API to protect the public or API in a timeframe specified by API.
5. The Licensee agrees that API may notify vendors, governmental authorities, potential users, and others of an improper or unauthorized use of the mark when in the judgement of API such notifications are necessary to protect consumers, the public, or for API's own protection.
6. When the API Monogram is used on applicable product, it shall always be in conjunction with the license number and date of manufacture.



API Monogram Licensing Program Requirements

Part 3 – Licensing Process

1. Application Submission

Applications are accepted online using the “myCerts Login” found at <https://my.api.org>. The myCerts Portal guides the applicant through the process requesting relevant information such as company name, location, number of employees, desired monogram licensing scope, quality manual, Q1 conformity matrix, etc. The application is reviewed by API once all legal agreements are electronically signed and payment is confirmed.

Before you submit your application, make sure your organization answers YES to all of the following questions:

- (a) Have you implemented and maintained a management system that meets the applicable requirements of API Spec Q1 for least four months?
- (b) Has a full system internal audit been performed?
- (c) Has a management review been conducted?
- (d) Have you identified and provided justification for any QMS exclusions?
- (e) Do you own an authorized copy of the most current edition of the API Product Specification(s) for which you are applying licensing?
- (f) Do you have a validated design package, if applicable, for each product under the scope of your application for licensing?

2. Application Review

Upon receipt of your completed application, the API Certification Programs staff will review your quality manual against API Spec Q1 and the requirements of the API Product Specifications under which you are seeking licensing. If the information provided with the application does not meet the stated requirements, you will be notified of any deficiencies and you will be required to provide clarifications and/or resubmit documents.

3. Auditor Assignment

Upon acceptance of your application, an on-site audit will be scheduled at a time mutually convenient to your Organization and the designated API auditor and at your Organization’s expense. Organizations will be given the audit team leader’s name and all other pertinent information regarding preparation for your on-site audit.

4. On-Site Audit

After the audit is conducted, the audit team leader will prepare a detailed report, and any nonconformances will be reviewed with the Organization representatives during an exit interview. The original report will be forwarded to the API Certification Programs staff for verification that the program described in the audited Organization’s quality manual is in place and functioning. Site audits are required to verify demonstrated capability of the Organization to meet program requirements. Associated audit expenses will be paid by the facility.

5. Audit Review

Your organization shall provide a correction, root cause analysis and corrective actions for any nonconformity identified during the audit. The API staff decision to issue a license is based upon objective evidence obtained during the audit that verifies conformance with API quality standards and API Monogram Program requirements. All the audit records and the actions taken as a result of nonconformities are maintained in myCerts.

6. Initial Licensing

Issuance of the license(s) is dependent upon a successful evaluation of the Organization’s quality manual and satisfactorily passing an on-site audit of the Organization’s facility and processes by API through its designated auditors.

7. Renewal Audit

Evaluation of Licensees is a continuing process with renewal audits required every three years or at a shorter frequency as determined by API. In the interim there may be unscheduled periodic or for-cause re-audits, at the sole discretion of API.

8. Annual Surveillance

API will perform on-site surveillance audits of the management system of Licensed Organizations. The frequency of surveillance audits shall be at the discretion of API but shall be at least once every calendar year. The scope of the surveillance audits shall be at the discretion of API but will not necessarily cover all elements of the Organization’s MS. Following the surveillance audit(s), API shall determine if any further action, which could include notification of suspension or cancellation, or if a follow-up audit may be required.



API Monogram Licensing Program Requirements

Part 4 – API Monogram License Agreement

This section provides a detailed description on the rules governing the API Monogram Licensing Program. The API Monogram Licensing agreement shall be signed electronically during the online application by an authorized representative of the organization. Note, that under exceptional circumstances such as name or location changes, the API Staff may require your organization to provide a signed copy of this document.

Use of the Official API Monogram



WHEREAS, API is the owner of all rights to the certification mark (hereinafter “the API Monogram”) relating to API’s Monogram Program.

WHEREAS Licensee desires a non-exclusive license from API on or in connection with the marketing of goods made in accordance with API standards and specifications.

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

1. API grants to Licensee a non-exclusive non-transferable license to use the API Monogram on the types of products set forth in the Certificate of Authority to Use the Official API Monogram which is made a part hereof provided that these products are made in accordance with the requirements set forth in the API Product Specification in effect at the time of manufacture associated with the applicable license number, API Spec Q1 (Specification for Quality Management System Requirements for Manufacturing Organizations for the Petroleum and Natural Gas Industry), and the API Monogram Program Requirements, including any amendments, modifications, substitutions or interpretations that hereafter are adopted (hereinafter “the API requirements” or “the requirements”).

This Agreement is applicable only to Licensee’s product(s) that are made at the Licensee’s facility which is located at:

(hereinafter “facility”).

2. A Licensee shall not use the API Monogram on letterheads, buildings or other structures, websites or in any advertising without an express statement of fact describing the scope of Licensee’s authorization (license number and product specification), and further provided that Licensee shall not use the API Monogram or license number(s), the name AMERICAN PETROLEUM INSTITUTE or the description “API” in any advertising or otherwise to indicate API approval or endorsement of the Licensee’s products. This includes the use of the API name, logo, Monogram or license number(s) on any shipping documents, testing records, or contracts.
3. Licensee agrees that use of the API Monogram on the products shall constitute a representation and warranty by Licensee to API and to the purchasers of the Licensee’s products that the products conform to the applicable standards, specifications and requirements of API; and Licensee 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 Licensee’s products to conform to such standards, specifications, and requirements or (2) the breach of any obligations or warranties contained in this agreement; and Licensee further agrees to defend API, at Licensee’s expense, against any and all such suits, claims or proceedings.
4. API shall be the sole judge of whether Licensee or applicant meets the appropriate qualifications to become and remain a Licensee and whether the Licensee and the Licensee’s products meet the appropriate standards or specifications, or requirements.
5. Licensee agrees to implement and maintain at the facility a quality program conforming to API Specification Q1 at all times. A copy of the Organization’s Quality Manual describing said program shall be issued to API for the duration of this Agreement.
6. Licensee agrees to use the API Monogram on products only as specified by API. The Licensee agrees that it will use the API Monogram only on Licensee’s products that meet all of API’s requirements and agrees to assume full and complete responsibility for use of the API Monogram on its products. Licensee agrees to use its License Number in conjunction with and only in conjunction with the marking of the Licensee’s products that meet the applicable product specification(s), and as described in item 2 above. When the API Monogram is used on applicable product, it shall always be in conjunction with the license number and date of manufacture.

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API Monogram Licensing Program Requirements

Part 4 – API Monogram License Agreement

Use of the Official API Monogram

- 7. Licensee agrees to use the API Monogram on products manufactured to the API Product Specifications in effect at the time of manufacture. When a new edition of the product specification is published, the new edition shall become effective on the program date printed on the cover but may be used voluntarily from the date of publication provided the products are traceable to the applicable product specification edition.
- 8. The Licensee understands and agrees that, in the event that API determines, in its sole discretion, that the Licensee’s use of the Monogram and/or license number(s) is likely to confuse consumers as to the identity of the manufacturer of a product, the license to use the Monogram may be immediately suspended or cancelled. Licensee agrees to take those steps that API deems necessary to provide consumers with sufficient information to correct any such consumer confusion.

Licensee agrees to maintain accurate contact information in the API myCerts database, and shall respond within specified times to all API notices and queries sent electronically. **Failure to respond to API communications may result in immediate suspension or cancellation of all licenses.**

- 9. Licensee 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 Licensee of its responsibility to ensure the quality of its products in the marketplace or ensure that all of its products meet API requirements. Licensee shall be solely responsible for ensuring compliance with all applicable API standards or product specifications.
- 10. 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 Licensee of such date. Licensee agrees to comply with the modified requirements and to use the API Monogram after the effective date only on products that meet the new or revised requirements.
- 11. If this agreement is modified, the new revision of the agreement will become effective once published on the API website. Licensee agrees to comply with the most recent revision of this agreement at all times. Licensee agrees to review all revised Agreement terms in the time specified and provide their acceptance of the terms in the time specified in notices sent by API. For the avoidance of doubt, (1) no unilateral amendment will retroactively modify agreed provisions of this Agreement for disputes under the Agreement for which API has been provided written notification, and (2) **continued acceptance of licensing to use the API Monogram by Licensee, regardless of the Licensee’s failure to respond to any notice of changes, shall constitute acceptance of all changes to the Agreement as published by API on the API website.**
- 12. Licensee shall notify API in writing in the event that its operations are significantly disrupted due to natural disaster (such as hurricane, earthquake, fire, flooding, or tornado), malicious computer hacking, political unrest, pandemic disease, financial distress, or any other situation that prevents normal operation or quality control.
- 13. Licensee agrees to pay API the annual license fee specified in the Fee Schedule, within the timeframe specified by API. This annual fee may be revised at any time if deemed necessary by API to cover the costs of administration and enforcement of the program. All fees are payable in U.S. Dollars. Licensee agrees to pay any audit fees related to the program within the time frame specified by API. Fees are not refundable under the terms of this agreement, including upon cancellation of any rights or termination of the agreement.
- 14. Licensee understands and agrees that:
 - (a) A renewal audit shall be conducted based on the licensing expiration date, at a 3 years or shorter frequency as determined by API. Surveillance audits shall be conducted at least once every calendar year, but may be performed at a higher frequency as determined by API. Renewal audits, surveillance audits, and any re-audits, if warranted, shall be at the expense of the licensee. Any audits of Licensee’s primary contractors that are deemed necessary by API to ensure compliance with API’s requirements shall be at the expense of the Licensee.
 - (b) API’s representatives shall, after giving notice reasonable to the circumstances of an audit, have the access to the facilities covered by this Agreement in order to perform the audit. In the event of a periodic audit, API may not provide advance notice. The Licensee understands and agrees that the provisions of this paragraph shall be applicable to the facilities of the Licensee’s primary contractors if API determines that an audit of these facilities is needed in order to ensure conformance with the applicable specification(s). The Licensee agrees to supply API with the required contractor information and/or facilitate contractor contacts in order for API to perform an audit of these facilities, if deemed necessary by API.

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API Monogram Licensing Program Requirements

Part 4 – API Monogram License Agreement

Use of the Official API Monogram

- (c) The right of API's representative to obtain free access to the Licensee's facilities or the facilities of any primary contractor shall not be conditioned upon the execution by him or API of any agreement, waiver or release which in any way purports to affect his 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 plant safety regulations which may be generally applicable to the manufacturer's plant personnel.
 - (d) Licensee's facility may be audited periodically during the term of this license to determine whether or not Licensee may continue to qualify for the authorization to use the API Monogram. The scheduling and frequency of the periodic audits will be at the discretion of API. Licensee agrees to permit API, or any approved API auditor to conduct such audits even if no advance notice is given to the licensee.
 - (e) Licensee understands and agrees that API may terminate Licensee's authorization to use the API Monogram if Licensee or Licensee's contractors fail to provide access to the facilities within the time frame specified by API or otherwise attempt to threaten, intimidate, or interfere with an API auditor performing an audit.
15. Licensee 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.
 16. Licensee agrees to notify API in a timely manner if it has evidence or information which indicates that its products displaying the API Monogram do not conform to API's requirements and agrees to take action immediately in order to bring the product into full compliance. If Licensee's products in the marketplace do not comply with API's requirement, Licensee agrees to take whatever corrective action (including product recall) that is deemed necessary by API to protect consumers or API in a time frame specified by API.
 17. The Licensee agrees that API may notify vendors, governmental authorities, potential users, and others of an improper or unauthorized use of the mark when in judgment of API such notifications are necessary to protect consumers, the public, or for API's own protection.
 18. This Agreement may be terminated by API at any time and for any reason satisfactory to API after providing notice to the Licensee. However, if the Licensee 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 parties existing as of the date of such action, shall not relieve the Licensee of its obligation of indemnity as to products manufactured or distributed prior thereto, and shall not excuse Licensee 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 Licensee agrees to immediately discontinue the use of the API Monogram on any product which is the subject of such termination, suspension or expiration. If this Agreement is terminated for cause by API or at the request of the Licensee, the Licensee agrees that API shall not be obligated to refund any fees or payments made by Licensee. **LICENSEE 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 OR SUSPENSION OF ANY RIGHTS GRANTED UNDER THIS AGREEMENT.**
 19. Licensee agrees not to alter, adjust, amend, vary, revise, or otherwise modify the Certificate of Authority to Use the Official API Monogram or any copies thereof.
 20. The Licensee agrees that the manufacture, sale, delivery, shipment, distribution or promotion of any product utilizing the API Monogram would mislead the public if such product 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 Licensee 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 Licensee from further use of the API Monogram in any manner whatsoever, and from any further sale or offering for sale, delivery or distribution of said products bearing the API Monogram, 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 Monogram 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.

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API Monogram Licensing Program Requirements

Part 4 – API Monogram License Agreement

Use of the Official API Monogram

21. Licensee agrees not to make any intentional representations or statements related to the Monogram Program, to potential customers, or to API that are false, misleading, or inconsistent with the terms of this License Agreement or the API Monogram Program.
22. Licensee agrees to comply strictly with API's ethics rules, including the API "Code of Conduct for API Monogram Licensees, APIQR Certified Organizations, and Program Applicants" (the "API Code of Conduct"). **Licensee agrees to provide a copy of the API Code of Conduct to all Licensee employees responsible for any tasks as part of the API licensing and auditing process, and to provide sufficient individual training to ensure compliance.** Licensee understands and agrees that API may, in its sole discretion and at any time, including denying an application or suspend or cancel a license in the event that API determines that evidence exists of unethical conduct or a violation of the API Code of Conduct. In the event of such action, Licensee may further be ineligible for application for licensing by API for a period of time to be specified by API.
23. API has the right, but not the obligation, to register at its own cost, any or all of the API Monogram worldwide. Furthermore, API does not represent or warrant, express or implied, that the API Monogram 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 Monogram infringes or otherwise violates any valid right of any third party in whole or part that would preclude Licensee from using the API Monogram as provided for in this Agreement.
24. Licensee agrees that API is the sole owner of the API Monogram 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 Monogram or any registrations and applications thereof, and/or attempting to register the API Monogram or other API mark in any country, state, or other jurisdiction.
25. The Licensee shall promptly notify API of any assertion that the use of the mark in the promotion or sale of licensed products 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. 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 Licensee's use of the API Monogram. If API does not defend any such action, it shall have no obligation to reimburse or indemnify the Licensee, 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.
26. With respect to all claims, actions and suits to enforce API's rights in the marks, including suits in which the Licensee 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.
27. The Licensee agrees to assist API in the enforcement of any rights of API in the API Monogram. Licensee agrees that it will not perform any acts which directly or indirectly assist a third-party in using the API Monogram without authorization.
28. The Licensee agrees to notify API in writing of any infringements or imitations by third parties of the API Monogram which may come to the Licensee'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 Licensee or join the Licensee as a party thereto.
29. The Licensee agrees that this Agreement does not relieve the Licensee of its obligations concerning products marketed or distributed pursuant to previous License Agreements between Licensee and API and any amendments or renewals thereof. Licensee 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 Monogram pursuant to previous agreements are in full compliance with the API requirements applicable at the time the product was marketed or distributed.
30. 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 Licensee 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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API Monogram Licensing Program Requirements

Part 4 – API Monogram License Agreement

Use of the Official API Monogram

- 31. The Licensee agrees to cooperate fully with API in any effort which API may deem advisable in order to record the Licensee 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.
- 32. **Trade Sanctions.** Licensee shall be solely responsible for ensuring its compliance with applicable laws and regulations.

Except as authorized by law, Licensee agrees that it will not export, re-export or disclose any product or technical data provided under this Agreement contrary to the laws and regulations of the United States and other countries relating to export trade, or to any country, entity or other party that is ineligible to receive such items under U.S. laws and regulations, including, but not limited to, regulations of the U.S. Department of Commerce or the U.S. Department of the Treasury.

Except as authorized by law, Licensee specifically warrants that it does not currently and shall not export or re-export any product or technical data supplied hereunder to any country or party subject to embargo or restrictions under U.S. law or regulations, which as of the signing of this Agreement, include, but are not limited to:

- (a) Countries subject to economic sanction under Executive Order of the President, regulations of the U.S. Treasury Department, or other U.S. law; and parties controlled by or acting for the governments of those countries, including, but not limited to, Cuba, Iran, Syria, North Korea, and the Crimea region of Ukraine;
- (b) Parties identified by the U.S. government as prohibited or restricted from participating in export transactions by any U.S. government agency, including but not limited to the U.S. Department of the Treasury’s “List of Specially Designated Nationals and Blocked Persons” and “U.S. Sectoral Sanctions Identifications List,” the U.S. Commerce Department’s Denied Person’s List or Entity List, and any party that is not itself specifically designated but that is 50% or more owned by a designated party, or is otherwise acting on behalf of a designated party; and
- (c) Any party engaged in or supporting terrorism or the design, development, production, stockpiling or use of nuclear, chemical or biological weapons or missiles.

Licensee also warrants that no product or technical data supplied hereunder will be used, either directly or indirectly, in, or in support of, exploration for, or production of, oil or gas in Russian deepwater, Arctic offshore locations, or shale formations in Russia.

If Licensee’s activities hereunder do not comply with statutory or regulatory requirements, Licensee agrees to take whatever corrective action, including product recall, that is deemed necessary by API to protect consumers or API in a time frame specified by API.

Licensee agrees that API may, in its sole discretion, immediately terminate this Agreement if API learns information which it determines, in its sole discretion, to be evidence of a breach by Licensee of any representation set forth in this paragraph, and that API shall not be liable for any damages alleged to be caused by such termination.

Licensee agrees that API may notify any third party of an improper or unauthorized use of the API mark(s) when, in the sole judgment of API, such notifications are necessary to protect consumers, the public, or for API’s own protection, and API shall not be liable for any damages whatsoever resulting from such notification.

- 33. **Compliance.** Licensee agrees that it:

- (a) Will comply with all applicable laws governing bribery and corrupt practices, including but not limited to the U.S. Foreign Corrupt Practices Act;
- (b) Will not take any action in furtherance of bribery of a government official or employee, or any political party or candidate; and
- (c) Will not give or offer anything of value to any government official or employee, or any political party or candidate, for the purpose of:
 - (i) Influencing or rewarding any act or decision of such official, employee, party or candidate, either directly, or indirectly through an agent or subcontractor;

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API Monogram Licensing Program Requirements

Part 4 – API Monogram License Agreement

- (ii) Inducing such official, employee, party or candidate to violate his or her lawful duty;
- (iii) Inducing such official, employee, party or candidate to influence any government or instrumentality thereof; or
- (iv) Securing any improper advantage for API.

For the purposes of this paragraph, employees of state-owned entities are considered “government officials or employees.”

Use of the Official API Monogram

Licensee agrees to notify API immediately if Licensee receives any information indicating a possible violation of the requirements of this paragraph.

Licensee agrees that API may, at its sole discretion, immediately terminate this Agreement if API learns information which it determines, at its sole discretion, to be evidence of a breach by Licensee of any representation set forth in this paragraph, and that API shall not be liable for any damages alleged to be caused by such termination.

Licensee agrees that they shall comply with and render all services under this Agreement in accordance with all other applicable federal, state and local laws and regulations.

- 34. This license shall not be assignable or transferable by Licensee in any manner nor shall Licensee have the right to grant sublicenses.
- 35. This Agreement shall be interpreted and governed by the law of the District of Columbia, United States of America.
- 36. 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.
- 37. This instrument contains the entire and only Agreement between the parties with respect to the subject matter hereof. No oral statements or representations not here in contained shall have any force and effect.
- 38. 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.
- 39. 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.
- 40. This Agreement shall terminate immediately without notice if Licensee 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 Licensee discontinues its business or a receiver is appointed for Licensee or for Licensee’s business and such receiver is not discharged within thirty (30) days.
- 41. 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.
- 42. 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.
- 43. Any and all notices, reports, correspondence, amendments, requests, responses, and other communication associated with this Agreement shall be in the English language, and the controlling version of this Agreement shall be in the English language.
- 44. This Agreement shall not and is not intended to benefit nor to grant any right or remedy to any person or entity that is not a party to this Agreement.
- 45. Licensee represents and warrants that Licensee is not located in, or under the control of, a national or resident of any U.S. embargoed country.

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API Monogram Licensing Program Requirements

Part 4 – API Monogram License Agreement

Use of the Official API Monogram

- 46. 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.
- 47. Any and all agreements, correspondence, certificates and invoices sent via electronic means (to include but not limited to PDF files) will be considered as valid as the original.
- 48. Paragraphs 3, 4, 10, 13, 14, 15, 16, 17, 18, 19, 21, 26, 27, 30, and 31 survive termination, suspension or expiration of this Agreement.
- 49. This agreement incorporates by reference the current program requirements attached to this agreement in Parts 1, 2, 3 and 5 of this document, "API Monogram Licensing Program Requirements." This agreement incorporates by reference the current API Monogram Licensing Program requirements posted on www.api.org.
- 50. This Agreement shall be effective as noted by the dates listed on the API Monogram license(s)/certificate(s) provided.
- 51. 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, API Monogram/APIQR Programs**
American Petroleum Institute
200 Massachusetts Avenue, NW Suite 1100, Washington, DC 20001-5571 USA

- (b) The Licensee at:

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

Debra M. Phillips
Vice President,
API Global Industry Services:



API Monogram Licensing Program Requirements

Part 5 – Licensing Fee and Directions

How To Determine Your Non-Refundable Application Fee

For every Application you submit, you must pay a Non-Refundable Application Fee. Applications cannot be processed until full payment is received. The Fee Schedule is as follows:

- \$5,000.00** (U.S. Dollars)
First API Spec Application
- \$3,500.00** (U.S. Dollars)
Second API Spec Application
- \$2,000.00** (U.S. Dollars)
Each additional API Spec Application

The fee schedule applies to a single quality program at the same facility.

APPLICATIONS WILL NOT BE PROCESSED UNTIL PAYMENT IS RECEIVED.

Annual Fee

In addition to the Application Fee, Licensees will be assessed an Annual Fee for each specification for which they are authorized to use the API Monogram. First-time applicants issued API Monogram Certificates dated November 1 through December 31 shall not be required to pay an Annual Fee for the following year.

For those Organizations seeking joint API Monogram Licensing and quality system registration, an additional fee for registration is required.

All annual invoices are generated the first week of January. Payments are due 45 days from the date of the invoice. If payment is not received by the payment due date, the process for suspension / cancellation of licenses is initiated.

Certificates

Upon successful completion of the licensing process, including audit, a printed certificate will be issued to the applicant. A second certificate is available upon request at no cost. For a third, and each subsequent certificate, there will be a charge of \$50.00 per document issued.

Audit Costs

The Applicant/Licensee pays the audit costs and any related auditor(s) expenses, including travel time, airfare, taxi, rental car, or private car, plus accommodations, meals, parking, telephone, etc., plus an administrative fee.

Audit invoices are generated within 60 days after completion of the audit. Payments are due 45 days after the date of the invoice. If payment is not received by the payment due date, the process for suspension / cancellation of licenses is initiated.

Audit Cancellation Fee

Where the Applicant/Licensee cancels or postpones the date of on-site audit after it has been agreed to, a fee is payable under the policy set out below:

- (a) **Audits Cancelled or Postponed by Applicant/Registered organization any time after the audit dates have been agreed upon by both parties (Applicant/Registrant and API Auditor).**
100% of associated non-refundable auditor expenses (e.g., airfare).
- (b) **Audit Cancelled or Postponed by Applicant/Licensee within fifteen (15) to thirty (30) calendar-days of scheduled audit date.**
25% of projected auditor day rate total, in addition to 100% of associated non-refundable auditor expenses (e.g., airfare).
- (c) **Audit Cancelled or Postponed by Applicant/Licensee within eight (8) to fourteen (14) calendar-days of scheduled audit date.**
50% of projected auditor day rate total, in addition to 100% of associated non-refundable auditor expenses (e.g., airfare).
- (d) **Audit Cancelled or Postponed by Applicant/Licensee within one (1) to seven (7) calendar-days of scheduled audit date.**
100% of projected auditor day rate total, in addition to 100% of associated non-refundable auditor expenses (e.g., airfare).

NOTE: Cancellation fees do not apply when the audit is cancelled or postponed due to acts of nature or due to extraordinary circumstances as determined by API.

All fees payable to API shall be in U.S. Dollars and shall include all bank handling charges.

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API Monogram Licensing Program Requirements

Part 5 – Licensing Fee and Directions

Submit applications for Monogram Licenses online at <https://my.api.org>
Send correspondence about your application to Certification@api.org

Payment Directions:

- **APPLICATIONS WILL NOT BE PROCESSED UNTIL PAYMENT IS RECEIVED**
- All fees payable to API shall be in U.S. Dollars
- The Organization shall be liable for any and all taxes, banking and service fees
- Include the API's invoice number to ensure proper traceability
- Include this Reference Number to ensure your payment is promptly applied: SS-2100-U9100-7110

If You Are Paying By Check Or Money Order

American Petroleum Institute
P.O. Box 1425
Merrifield, VA 22116-1425
USA

Overnight/Express Deliveries Should Be Addressed To:

API Certification Program
Attention: Financial Operations Department
200 Massachusetts Avenue, NW Suite 1100
Washington, DC 20001-5571
USA

If You Are Paying By Wire Transfer

Please add an additional \$50.00 (USD) to cover wire transfer fees. Send your license Fee to:

TD Bank

1030 15th Street NW
Washington DC, 20005 USA
ABA Routing Number: 031101266
For further credit to API, Account Number: 4251303172
API Tax Identification Number: 13-0433-430
Reference Number: SS-2100-U9100-7110
SWIFT: NRTHUS33

Send correspondence about your payment to: QualityFinance@api.org



API MONOGRAM PROGRAM

200 Massachusetts Avenue, NW Suite 1100
Washington, DC 20001-5571
USA

Sales: 877-562-5187
(Toll-free in the U.S. and Canada)
(+1) 202-682-8041
(Local and International)

Email: certification@api.org

Web: www.api.org/monogram