Global Industry Services
Certification Programs

API Monogram Program Alternative Marking of Products License Agreement

Application

REVISION 12 | FM-011

API Monogram™ Program

API Monogram Program Alternative Marking of Products License Agreement
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API Monogram Program Alternative Marking of Products License Agreement
Part 1 – Scope

The API Monogram® Program allows an API Licensee to apply the API Monogram to applicable products that fall within the scope of the program. The use of the API Monogram on these products constitutes a representation and warranty by the Licensee to purchasers of the products that, as of the date indicated, the products were produced under a verified quality management system and in accordance with the applicable API product specification(s) in effect at the time of manufacture. API Monogram Program Licenses are issued only after an on-site audit has verified that the Licensee has demonstrated that it meets the requirements described by API Specification Q1 at all times, and that it has demonstrated capability to satisfy the requirements of the applicable API product specification(s) and API Monogram license agreement.

The purpose of this document is to establish additional requirements for application of the API Monogram to eligible products in certain scenarios. API is the owner of all rights to the certification mark (hereinafter "the API Monogram") relating to API's Monogram Program. Under the terms set forth in the API Monogram Licensing Agreement, API grants to the 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 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 assigned license number, API Specification Q1, including any amendments, modifications, substitutions or interpretations. The Agreement is applicable only to Licensee's product(s) that are made at the Licensee's facility under controls specified in applicable marking procedures that have been developed and maintained by the Licensee.

However, API recognizes that there are certain manufacturing processes or types of products that may lend themselves to alternative API Monogram marking procedures and controls. In particular, there may be instances where a licensee may want to have the API Monogram and its license number applied at a different location (facility) than that covered by the applicable API License. This document sets forth the requirements for application of the API Monogram under those circumstances.

API Monogram Program Alternative Marking of Products License Agreement
Part 2 – Alternative API Marking Controls

Each Licensee shall control the application of the API Monogram in accordance with Annex A of API Spec Q1. In some cases, there may be instances where alternative marking controls may be used. These controls are subject to the requirements of this agreement, API Monogram license agreement requirements, API Specification Q1, and other API specifications and requirements.

General

1. In the event that an API Monogram is to be applied at a location not identified in the API License, Licensees must provide prior written notification to API, and secure API approval, prior to marking. Prior to marking, the Licensee shall enter into an agreement ensuring quality control over the marking process with any Marking Party, **and any Marking Parties shall obtain authorization from API through an API Monogram Program Alternative Marking of Products License Agreement.**

2. All facilities involved in an API Monogram Alternative Marking Agreement shall be subject to audit by API at API's discretion.

3. API reserves the right to require more frequent audits (at the Licensee's expense) for Licensees with an approved API Monogram Alternative Marking Agreement.

4. API reserves the right to have a representative present at any location when the API Monogram is applied.

5. API reserves the right to deny or revoke the rights granted under the alternative marking arrangements if adequate quality control over the marking process cannot be demonstrated or maintained by the Licensee and/or the Marking Party.

Eligible Processes and Products

The current processes and products eligible for API Monogram Alternative Marking Agreement are shown in Table 1. The items listed are the minimum controls that shall be defined and documented by the Licensee. Evidence of implementation of these controls must be provided to API during an audit or upon request.

Contractual Relationships

1. **General:** Any entity that applies the API Monogram (Marking Party) to eligible products must have a contractual arrangement with API and the original Licensee. There shall be no assignment or delegation of API license rights or responsibilities under this agreement to any other party.

2. **API Monogram License Agreement:** The API Monogram License agreement is a contract between API and the Licensee which among other things, grants a Licensee the right to apply the API Monogram to products that meet the API product specification requirements and that were produced under a quality management system that conforms to API Specification Q1.

3. **Marking Agreement:** If the API Monogram is applied by a party other than the original API Licensee, or at a facility not identified on the original API License, as per any scenario detailed in Table 1, the Marking Party shall enter into a contractual arrangement with the original API Licensee that ensures that final products meet the appropriate API specification(s). The marking party shall also obtain an API Monogram Alternative Marking Agreement, prior to marking any product with the API Monogram.

4. **Licensee Responsibility:** The holder of an API License shall be responsible for ensuring the final product meets all applicable API specification requirements, including all marking requirements. The Marking Party shall be responsible for maintaining sufficient controls to ensure that products marked with the API Monogram meet the requirements defined by the Licensee.

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API Monogram Program Alternative Marking of Products License Agreement

Part 2 – Alternative API Marking Controls

Scenarios/Processes Eligible for Alternative API Monogram Marking Procedures	Applicable Product Specifications and Controls
SCENARIO 1 **Subcontracted Processes (e.g. coating, heat treatment) Where Product Attributes are Changed and Where the Process Would Cause the Markings to be Obliterated or Obscured**	**Applicable product specifications: 5CT, 5DP, 5L, 5CRA** a) Subcontracted processes and API Monogram marking shall be planned and documented in the Licensee's process control document(s) associated with the product(s) b) Original Licensee shall maintain ownership of the product (at the subcontracted facility) and enter into an agreement with Marking Party establishing and maintaining sufficient inspection procedures to ensure that final products meet the API specifications c) Processes and controls used to verify product conformance with the applicable product specification at the subcontracted facility shall be documented and evidence of the results of the verification shall be made available during the API audit d) Subcontractor (Marking Party) shall be an authorized API Marker e) Mill test reports or certificates of compliance issued by either the Licensee or Marking Party shall include a statement identifying that processing, and API Monogram application were performed by an authorized API Marker f) Original Licensee shall remain responsible for all failures to meet the API specification, through delivery of the final product
SCENARIO 2 **Subdivision of Bulk Items After Initial Production**	**Applicable product specifications: 2F, 9A, 10A, 13A** a) Subdivision of bulk items and API Monogram marking shall be planned and documented in the Licensee's process control document(s) associated with the product(s). b) Original Licensee shall maintain ownership of the product (at the marking facility) and shall enter into an agreement with Marking Party establishing and maintaining sufficient inspection procedures to ensure that final products meet the API specifications c) Processes and controls used to ensure continued product conformance with the applicable product specification outside of the licensed facility shall be documented d) The facility applying the API Monogram (Marking Party) to the subdivided bulk item shall be an authorized API Marker e) Original Licensee shall remain responsible for all failures to meet the API specification, through delivery of the final product

Table 1

Note 1: Scenarios 1 and 2 can also apply when the Marking Party is a different facility owned by the Licensee's company. The "sub-contractor" does not need to be a separate organization.

Note 2: The Monogram Licensing Agreement remains applicable only to Licensee's product(s) that are made at the Licensee's facility. This agreement does not change Program requirements regarding outsourcing and does not allow for outsourcing the entire manufacturing process.

Note 3: This Agreement does not require the Licensee to apply the API Monogram Mark prior to shipping the product to the Marking party. Scenario 1 can be satisfied if the process to be performed by the Marking Party would destroy any such markings, if they were to be applied by the Licensee.

API Monogram Program Alternative Marking of Products License Agreement
Part 3 – Applicant Information

Please utilize this document to submit a request for consideration for the API Monogram Program Alternative Marking of Products License Agreement. The API Monogram Program Alternative Marking of Products License Agreement is only applicable to the conditions and products covered by the API Specifications listed in Part 2, Table 1.

Licensee Information

Organization's Name (as currently licensed by API):

Applicable License Number(s)*:

Contact Name:

*One License Agreement and applicable fees per license.

Marking Party

Organization's Name:

Contact Name:

Street Address:

City: State/Province:

Zip/Postal Code: Country:

Telephone Number: Email Address:
(Include country and city codes if outside the United States and Canada)

Is Marking Party a current API Monogram License holder? ☐ Yes ☐ No

If Yes, please list the license number(s):

Identify the service and/or manufacturing activities provided by the Marking Party:

API Monogram Program Alternative Marking of Products License Agreement
Part 4 – License Agreement

Use of the Official API Monogram

This Agreement dated _____
between the AMERICAN PETROLEUM INSTITUTE (hereinafter "API"), a corporation of the District of Columbia, having offices at 200 Massachusetts Avenue, NW Suite 1100, Washington, DC 20001-5571, USA, and:

_____

hereinafter "Licensee"), whose API License Number is:

_____

_____

having its principal place of business at:

_____

_____

and: _____

(hereinafter "Marking Party"), having its principal place of business at:

_____

_____

WHEREAS, API is the owner of all rights to the certification mark (hereinafter "the API Monogram") relating to API's Monogram Program, and

WHEREAS, Licensee has obtained and maintains at its facility a non-exclusive license from API on or in connection with the marketing of goods made in accordance with the API Monogram Program, and API standards and specifications, and

WHEREAS, Licensee and Marking Party have entered into an agreement that authorizes Marking Party to conduct partial processing of products on behalf of the Licensee, and

WHEREAS, Licensee desires to enter into an arrangement with Marking Party in order to allow the Marking Party to obtain a non-exclusive license from API to apply required markings along with the official API Monogram and Licensee's API License Number to products partially processed by the Marking Party at the address identified above.

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

1. API grants to Marking Party a non-exclusive, non-transferable Marking Party License to apply the API Monogram on products of Licensee, in accordance with the terms and conditions set forth in this Agreement.

2. Marking Party represents to API that it has agreed to process portions of equipment manufacturing for the Licensee at Marking Party's facility that is located at:

   _____

   _____

   _____

   (hereinafter "Marking Party's facility").

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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 Monogram Program Alternative Marking of Products License Agreement
Part 4 – License Agreement

3. Marking Party shall not use the API Monogram or Licensee's license numbers on letterheads, or in any advertising (including company-sponsored websites) without prior written authorization by API.

4. Licensee agrees to permit the use of the API Monogram and applicable license numbers on products to Marking Party only as specified by API and controlled by Licensee's pertinent procedures. The Licensee agrees that it and Marking Party 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 shall enter into an agreement allowing the Marking Party to use the Licensee's API License Number in conjunction with and only in conjunction with the marking of the Licensee's products. Licensee shall remain responsible for ensuring that all products meet the requirements of Licensee's license agreement.

5. Marking Party understands and agrees that Marking Party's facility may be audited periodically, at Licensee's cost, 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 frequency of the periodic audits will be at the discretion of API. Marking Party agrees to permit API, or any approved API auditor to conduct such audits. Marking Party agrees that API's representatives shall, after giving reasonable notice, have the access to the Marking Party's facilities covered by this Agreement in order to perform these audits.

6. Marking Party agrees to immediately cease applying the API Monogram and notify API if:

   (a) It has evidence or information which indicates that Licensee's products displaying the API Monogram do not conform to API's requirements, or

   (b) It has evidence or information that Licensee's quality management system does not meet API requirements, or

   (c) It is no longer processing/manufacturing equipment for Licensee at the Marking Party's facility, or

   (d) It no longer has a contractual relationship with Licensee for the process/manufacture of equipment.

7. Marking Party agrees to assist API in the enforcement of any rights of API in the API Monogram Program. Marking Party agrees that it will not perform any acts which directly or indirectly assist a third-party, including but not limited to the Licensee, in using the API Monogram and/or license numbers without authorization. The Marking Party agrees to notify API in writing of any infringements or limitations by third parties of the API Monogram which may come to the Marking Party'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 limitation.

8. Marking Party 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.

9. Marking Party agrees that API is to rely upon Marking Party's representations in granting the Licensee the authorization to use the API Monogram at the Marking Party's facility. Marking Party 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 Licensee to pay applicable fees or audit costs) or with respect to the subject matter of this Agreement or with respect to the equipment that is processed/manufactured at the Marking Party's facility, API shall be entitled to recover damages and reasonable attorney's fees and costs.

10. **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;

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API Monogram Program Alternative Marking of Products License Agreement
Part 4 – License Agreement

(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.

11. **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;

(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."

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.

12. Marking Party agrees that API may immediately terminate this Agreement and cancel Marking Party's existing Certificate of Authority to Use the API Monogram for any reason, including, but not limited to, any failure by Marking Party to comply with any of the terms and conditions of this Agreement. API shall not be liable for any claims, losses, injury, expenses, or damages related to such termination and cancellation.

13. This Agreement shall not be assignable or transferable by Marking Party in any manner nor shall Marking Party have the right to grant sublicenses.

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API Monogram Program Alternative Marking of Products License Agreement
Part 4 – License Agreement

14. This Agreement shall be interpreted and governed by the law of the District of Columbia, United States of America. 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.

15. 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.

16. 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. This Agreement does not constitute an assignment or delegation of Licensee's API License rights and duties.

17. 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.

18. 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.

19. 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.

20. Paragraphs 2, 4, 6, 7, 8, 9, 12, 14, 16, 22, and 23 survive termination, suspension or expiration of this Agreement.

21. This Agreement shall be effective on the date it is executed. The Agreement will expire upon the expiration of the Licensee's current API Monogram License.

22. 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 could jeopardize its tax-exempt status. Marking Party agrees to pay and indemnify API from all excises and other taxes imposed by any authority related to this Agreement.

23. As consideration for the license granted herein, Licensee agrees to pay all required fees. 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.

24. 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) **Director, Monogram/APIQR Program**
    American Petroleum Institute
    200 Massachusetts Avenue, NW Suite 1100
    Washington, DC 20001-5571
    USA

    (b) The Licensee at:

    _____

    _____

    _____

    (c) The Marking Party at:

    _____

    _____

    _____

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API Monogram Program Alternative Marking of Products License Agreement
Part 4 – License Agreement

MARKING PARTY USE ONLY | APPLICANT AGREEMENT AUTHORIZATION

Name of Marking Party Organization: _____

Name of Authorized Officer: _____

Signature of Authorized Officer: _____

Title of Authorized Officer: _____

Date: _____

LICENSEE USE ONLY | APPLICANT AGREEMENT AUTHORIZATION

Name of Licensee: _____

Licensee's Existing License Number: _____

Name of Authorized Officer: _____

Signature of Authorized Officer: _____

Title of Authorized Officer: _____

Date: _____

API USE ONLY | APPLICANT AGREEMENT AUTHORIZATION

Anchal Liddar
Senior Vice President,
API Global Industry Services: Anchal Liddar

API Monogram Program Alternative Marking of Products License Agreement
Part 5 – Licensing Fee and Directions

Annual Fee
The Licensee will be assessed an Annual Fee per license for the authorization to use the API Monogram on the Licensee's products as specified in the API Monogram Program Alternative Marking of Products License Agreement. The License will not be granted until the applicable fee is received by API and the Agreement has been executed by all parties. See API Advisory 10 on the API website for Program fees.

Audit Costs
If API determines that an audit(s) of the Marking Party's facility is/are required, the Licensee shall be assessed for the cost of the audit(s).

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 in accordance with the Audit Cancellation Fee policy identified in the API Monogram License Agreement.

SPECIAL NOTE: Upon successful evaluation of the request and review of audit results, if required, the API Monogram Program Alternative Marking of Products License Agreement shall be executed by API. The Marking Party will not be issued a certificate, as the license is only for the use of the Official API Monogram and the Licensee's applicable license number on products partially processed for the Licensee.

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

Email: certification@api.org
Web: www.api.org/monogram

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