



Global Industry Services
Certification Programs

APIQR Registration Program Requirements

REVISION 10 | FM-004



ISO 9001



ISO 14001



18LCM



OHSAS 18001



API Spec Q1®



API Spec Q2®

APIQR Registration Program Introduction

Thank you for requesting information on the APIQR™ Registration Program. By applying for your management system registration, 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 APIQR Program requirements. If you desire to submit an application, please complete an API Quality Registration 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 Quality Registration Program.

APIQR Registration Program

Contents

Part 1 – General Requirements

Find out how API conducts management system registrations and what is expected of both APIQR and the Applicant.

Part 2 – Use and Misuse of the APIQR and ANAB Registration Marks

A description of how the Marks are to be used.

Part 3 – Registration Process

A step-by-step guide on how to become a Registered Organization.

Part 4 – Registration Agreement

Detailed information on the rules governing the APIQR Registration Program.

Part 5 – Licensing Fee and Directions

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

APIQR Registration Program

Part 1 – General Requirements

1. This part details the APIQR Registration Program for the registration of an Organization's Management System (MS).
2. The American Petroleum Institute Quality Registrar (APIQR) is responsible to ensure that the functioning of the registrar continuously meets ANSI-ASQ National Accreditation Board (ANAB) Criteria for Accreditation and other ANAB documented requirements and that it complies with all of the ISO 9001 and ISO 14001 program requirements.
3. The American Petroleum Institute Registrar's (APIQR) written agreements with each of its Registered Organizations require the Organization to operate in conformance with its registered Management System (MS) and to the applicable management system standard.
4. Unless under appeal, the Licensing and Registration Committee (LRC) is the sole authority through which all questions regarding applications and/or audits are deposited. Upon the approval of the LRC, the Manager, API Monogram/APIQR Programs or designee will be responsible for the issuance of applicable Certificates of Registration.
5. To obtain and retain an APIQR Registration, an Organization must meet the following requirements prior to the API's acceptance of the Registration Application:
 - (a) Implement a management system that has been operational for at least four months.
 - (b) Develop a management system manual, if applicable, describing its management system in conformance with the applicable management system.
 - (c) Perform and document an Internal Audit of all elements of the management system against the applicable standards.
 - (d) Perform and document a Management Review of its management system.
6. APIQR Registration Program costs include:
 - (a) An Annual Registration Fee,
 - (b) Audit fees and any related expenses, and
 - (c) If applicable, additional expenses incurred by APIQR resulting from the Organization's nonconformity with the applicable management standard Registration Program or its own MS requirements, the nature of which require APIQR to perform follow-up or re-audits not previously scheduled.

See Part 5 for details.

7. An APIQR registered Organization shall:
 - (a) Comply with these Registration Program requirements detailed in Parts 1, 2, 3 and 4;
 - (b) Agree to implement and maintain, continually and throughout facility operations, all the management system elements that are specific to the applicable standards, even though they may exceed the requirements of other applicable registrations. This continual implementation will apply under a defined scope of activities for each individual facility;
 - (c) Maintain and document a MS in accordance with the applicable management standard. At the request of APIQR, the Registered Organization will make available a copy of any and all parts of its documented Manual;
 - (d) Notify API of any location, name and/or ownership changes. At that time, API will review the information provided to determine if further actions are required. **Please note that ownership changes may require a re-issuance of license and registration numbers.** Please contact API at certification@api.org to report any of the changes described above.
 - (e) Give the representatives of APIQR access, with or without prior notice and during normal business hours, to the facilities which are the subject of registration to conduct initial and periodic audits (a minimum of once every calendar year);
 - (f) Use the Registration Marks in accordance with the conditions defined in Part 2 – Use and Misuse of the Registration Marks;
 - (g) Be limited to allowable exclusion(s) applicable to the management system. It is APIQR's position that limiting exclusions addresses the primary concerns of the oil and natural gas industry, and in particular the oil and natural gas product and equipment manufacturing industry. The Organization's Manual must provide a justification for each excluded section.
 - (h) Not assign or transfer this agreement in any manner nor shall Registrant have the right to grant sublicenses.

CONTINUED >>

APIQR Registration Program

Part 1 – General Requirements

8. API shall:

- (a) Schedule, perform and review audits,
- (b) Notify a Registered Organization of any changes in registration program requirements and give a practical period of time to revise their management system to meet the new requirements,
- (c) Not disclose any information concerning the Registered Organization other than information which is public knowledge,
- (d) Identify and maintain a directory of all Registered Organizations, upon issuance of the Certificate of Registration and
- (e) Maintain records on the conformance/nonconformance of the Registered Organization's management system. These records may include the Conformity Matrix, audit report(s), and/or corrective action documentation,

9. Applicant Organizations that satisfy the Registration Program requirements shall be granted a Certificate of Registration. The Certificate of Registration remains the property of APIQR. Certificates of Registration are effective from the date of registration until the date of expiration, provided that the Organization continually meets all the requirements of the Registration Program as described herein. If a Registered Organization does not wish to continue its registration, it must notify APIQR in writing ninety (90) days prior to the anniversary date of the Certificate of Registration.

10. If the Registered Organization fails to comply with API requirements, APIQR shall take appropriate action which may include:

- (a) Suspending or canceling the Certificate of Registration,
- (b) Reducing its scope of registration, or
- (c) Declining to grant, reinstate, or extend the scope of a Certificate of Registration.

11. Appeal Process

In the event an Applicant or Registered Organization wishes to appeal a decision made by API to refuse to grant a registration or suspend or cancel an existing registration, 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 registration shall stand while such an appeal is pending.

12. API Publications

The registered or applicant organization is required to maintain at least one official copy of the most current edition of the English language version of the Management System(s) standards under which it is registered or seeking registration. 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.

13. API Advisories

The API Certifications Department regularly publishes Program Advisories on its webpage www.api.org/apiqr. These advisories are intended to notify the registrant 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 Registrant or applicant organization to periodically check the site to ensure compliance with all the applicable advisories.

14. This program may be changed at any time by APIQR within the requirements of the applicable management standard. These changes will not affect the right to use the Registration Marks until the Registered Organization is notified in writing of these changes and granted a period by which compliance must be demonstrated.

APIQR Registration Program

Part 2 – Use and Misuse of the APIQR and ANAB Registration Marks

1. Upon registration, and as long as the registered Organization continues to operate in conformance to its registered management system, the registered Organization is entitled to use the APIQR and ANAB Marks and/or the applicable registration marks for API Spec Q1, Q2 and 18LCM. Camera-ready artwork of the Mark in various sizes is available to Registered Organizations.
2. The ANAB Mark may only be used by organizations with accredited ISO 9001 and/or ISO 14001 registration(s).
3. A Registered Organization may use the APIQR and/or ANAB Marks only on correspondence, advertising, and promotional materials which are related to the goods and services identified in the scope of the Organization's registration and in regards to the approved quality management system.
4. Neither the APIQR Mark nor the ANAB Mark shall be used on a product or product packaging, related documentation, or in such a way as to suggest that the API, APIQR, and/or ANAB have certified or approved any product, process, or service of the registered Organization, or in any other misleading manner. This includes packaging, laboratory tests, calibration or inspections, reports, as such reports are deemed products in this context.
5. When the APIQR Registration Marks and ANAB Marks are used, they must always be in conjunction with the Organization's name and registration number.
6. When used, a registered Organization may not place the ANAB Mark in isolation from the APIQR Mark.
7. The registered Organization shall immediately, upon written notification, cease and desist the use of the APIQR Registration Marks and ANAB Marks: (1) upon suspension or cancellation of their registration and, (2) in any manner which APIQR interprets as misleading.
8. Any misuse of the APIQR Registration Marks and ANAB Marks may be cause for suspension or cancellation of the registered Organization's registration.
9. The APIQR Registration Mark shall be reproduced (1) in black, its original colors, or the predominant color of the letterhead or printing, (2) on a clearly contrasting background and, (3) in a size which makes the Mark's features clearly distinguishable and without distortion of its dimensions.
10. The ANAB Mark shall be reproduced in black, or in blue (PMS 2935 or equivalent), in a size which makes the features of the Mark clearly distinguishable, and without distortion of its dimensions.
11. When using the ANAB Mark, its size must not exceed the size of the APIQR Mark.
12. An ANAB Mark shall not be used on any document unless the document relates in whole or in part to registration activities which are accredited under the ANAB. This would not preclude an organization from including the Mark on its preprinted letterhead paper.

APIQR Registration Program

Part 3 – Registration 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 registration scope, quality manual, Q1 conformity matrix, etc. The application is reviewed by API once all legal agreements are electronically signed and payment is confirmed.

The applicant organization needs to satisfy the application requirements listed in this section. Any deficiencies in the application will need to be resolved within one year of submission, or the application shall be withdrawn.

Before 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 for least four months?
- (b) Has a full system internal audit been performed within the last 12 months?
- (c) Has a management review of the MS in which the applicant is seeking registration been conducted and documented?
- (d) Have you identified and provided justification for any MS exclusions?
- (e) Do you own an authorized copy of the most current edition of the Management System(s) standards for which you are applying registration?

2. Application Review

Upon receipt of your completed application, the API Certification Programs staff will review your information including quality manual and Conformity Matrix if applicable. 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. The initial audit shall only be setup when the application is accepted by API.

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

An initial full system audit shall be performed which consists of an in-depth review of the Applicant Organization’s procedures for conformance to the applicable MS standard and demonstrated implementation of these documented procedures.

At the conclusion of the audit, the auditor(s) shall present a report on the MS to the Applicant Organization’s management. The areas of nonconformance found during the performance of the audit shall be identified within the audit report. The Applicant Organization shall be given an opportunity to question the team on any nonconformance cited.

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 registration is based upon objective evidence obtained during the audit that verifies conformance with the applicable Management System(s) requirements. All the audit records and the actions taken as a result of nonconformities are maintained in myCerts.

6. Initial Registration

Issuance of the registration(s) is dependent upon a successful evaluation of the Organization’s management system and applicable requirements. After determining that the Applicant has met all the requirements for registration, APIQR shall issue the Certificate of Registration to the Applicant Organization. The Organization’s name shall be entered into APIQR’s list of Registered Organizations.

7. Changes to Scope of Registration

- (a) A Registered Organization may apply to change the scope of registration. APIQR shall decide if the revision of the scope requires an additional audit.

CONTINUED >>

APIQR Registration Program

Part 3 – Registration Process

- (b) The Registered Organization shall be responsible for promptly informing APIQR about any proposed changes to their MS or any other changes which may affect conformance to the requirements of registration. These include, for example, changes relating to:
- the legal, commercial, organizational status, or ownership;
 - organization and management (e.g., key managerial, decision-making or technical staff);
 - contact address and sites;
 - scope of operations under the certified management system, and major changes to the management system and processes.
- (c) APIQR shall review the proposed changes for conformance to the registration requirements and decide to accept the changes, reject the changes, perform an audit, or carry out further investigation. The Registered Organization shall be notified of API's decision concerning the acceptability of the proposed changes.
8. Annual Surveillance by APIQR
- (a) APIQR shall perform surveillance audits of the management system of Registered Organizations. The frequency of surveillance audits shall be at the discretion of APIQR but shall be at least once every calendar year. The surveillance audit shall be conducted in a manner similar to that described for the initial audit and shall cover all elements of the Organization's MS.
- (b) Upon receipt and evaluation of the report of the surveillance audit, APIQR shall notify the Registered Organization of the results of the audit including a request for corrective action of any nonconformance(s).
- (c) Following receipt of the Registered Organization's response to the request for corrective action, APIQR shall determine if any further action, which could include notification of suspension or cancellation, or if a follow-up audit may be required.
- (d) There may be unscheduled periodic or for-cause re-audits, at the sole discretion of API.
9. Suspension of Registration
- (a) Registration may be suspended for a period, at the discretion of APIQR, if:
- Annual surveillance audits indicate nonconformance to the requirements but cancellation is not considered necessary by the API Licensing Registration Committee,
 - Improper use of the Registration, Certificate of Registration, and the APIQR and/or ANAB Registration Marks, is not immediately remedied to APIQR's satisfaction, and/or
 - If there has been a violation by the Registered Organization of any of the requirements of the agreement between the Registered Organization and APIQR.
- (b) The suspension shall be confirmed by APIQR and shall provide the conditions under which the suspension may be removed.
- (c) When the Registered Organization has fulfilled the condition for removal of the suspension within the specified time period, APIQR shall remove the suspension and reinstate the registration. If the Registered Organization does not meet the conditions, the registration may be cancelled and the Certificate of Registration recalled.

CONTINUED >>

APIQR Registration Program

Part 3 – Registration Process

10. Cancellation of Registration

- (a) APIQR may cancel a Registration and recall the Certificate of Registration for any of the following reasons:
- When the conditions for suspension have not been removed within the specified time period,
 - If a surveillance audit indicates that nonconformances to the requirements are of a serious nature requiring immediate cancellation as determined by the API Licensing Registration Committee,
 - When formally requested by the Registered Organization,
 - If the Registered Organization no longer supplies the product, process, or services for which they are registered and revision of the scope of registration is not possible,
 - If the Registered Organization does not or cannot ensure conformance to the new requirements when system rules are changed, and/or
 - If the Registered organization fails to meet any other provisions of the contract between APIQR and the Registered Organization.
- (b) APIQR may publish notification of any suspensions or cancellations of registrations of affected Organizations.
- (c) A registered Organization may appeal to APIQR any decision to suspend or cancel registration. Appeals are subject to the appeals procedure of APIQR and as detailed in the contract between APIQR and the Organization and in item 11 of Part 1 – General Requirements.

APIQR Registration Program

Part 4 – APIQR Management System (MS) Registration Agreement

This section provides a detailed description on the rules governing the APIQR Program. The APIQR Management System registration 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.

WHEREAS, API has ownership rights to certain Marks relating to the APIQR Registration Program. WHEREAS, Registrant desires a nonexclusive license from API to use the Marks to demonstrate that the Registrant’s management system meets APIQR requirements. NOW THEREFORE, in consideration of the mutual covenants hereinafter stated, the parties agree as follows:

The Mark

1. API grants to Registrant a non-exclusive non-transferable license to use the Mark(s) shown in the Certificate(s) of Registration (hereinafter “Certificate”) in connection with the scope of registration set forth in the Certificate which is made a part hereof provided that the Registrant maintains a management system in accordance with its registered management system, the applicable management system standard, and APIQR Registration Program requirements, including any amendments, modifications, substitutions, or interpretations that hereafter are adopted. This Agreement is applicable only to the scope of the management system that is registered at the location(s) identified in the Certificate of Registration.
2. Registrant may use the Mark(s) only on correspondence, advertising, and promotional materials which are related to the goods and services referenced in the scope of the Organization’s registration and in regards to the approved management system. Registrant agrees to use the Marks only as specified in this agreement and agrees not to use the Mark(s), the name AMERICAN PETROLEUM INSTITUTE, the description “API,” and/or the description “APIQR” in any other advertising or otherwise indicate API/APIQR approval, endorsement, or certification of the Registrant’s products.
3. Neither the APIQR Mark nor the ANAB Mark shall be used on a product or product packaging, related documentation, or in such a way as to suggest that the API, APIQR, and/or ANAB have certified or approved any product, process, or service of the registered Organization, or in any other misleading manner. This includes packaging, laboratory tests, calibration or inspections, reports, as such reports are deemed products in this context.
4. When the APIQR and ANAB Marks are used, they must always be in conjunction with the Organization’s name and registration number. When used, a registered Organization shall not place the ANAB Mark in isolation from the APIQR Mark.
5. Registrant agrees not to use the APIQR and ANAB marks in a fashion likely to confuse customers as to the identity of the actual registered organization. If another entity’s name is marked on the same materials, the Registrant’s name shall be closer to the APIQR and ANAB marks than any other marking and the Registrant’s name shall be larger than the name of any other entity.
6. The registered Organization shall immediately, upon written notification, cease and desist the use of the APIQR and ANAB Marks (1) upon suspension or cancellation of their registration and, (2) in any manner which APIQR interprets as misleading. Any misuse of the APIQR and ANAB Marks shall be cause for suspension or cancellation of the registered Organization’s registration.
7. Registrant agrees that use of the Mark(s) shall constitute a representation and warranty by Registrant to API and to the purchasers of the Registrant’s products and/or services that the Registrant’s management system conforms to the applicable standards and registration requirements; and Registrant agrees to hold harmless and indemnify API, API’s officers, directors, agents and employees, and API’s registrar accreditation body for any and all liability, loss, damage, cost, and/or expense which API and API’s registrar accreditation body may suffer, incur, or be put to by reason of any claim, suit or proceeding, for personal injury, property damage, economic loss or other damages or injury based on the failure or alleged failure of the Registrant to conform to such standards and requirements or arising out of the breach of any obligations or warranties contained in this Agreement; and Registrant further agrees to defend API and API’s registrar accreditation body, at Registrant’s expense, against any and all such suits, claims, or proceedings.
8. API has the right, but not the obligation, to register at its own cost, any or all of its Marks worldwide. Furthermore, API does not represent or warrant, express, or imply that the APIQR Mark(s) do not infringe the rights of third parties. API, however, represents and warrants that it has no actual knowledge that the Marks infringe any valid right of any third party in whole or part that would preclude Registrant from using the Mark(s) as provided for in this Agreement.
9. Registrant agrees that API has ownership rights to the APIQR Mark(s) 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 and/or attempting to register the Mark(s), or any API Mark in any country, state, or other jurisdiction.

CONTINUED >>

<p>APPLICANT INITIAL HERE</p> <hr/>	<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>
---	--

APIQR Registration Program

Part 4 – APIQR Management System (MS) Registration Agreement

10. The Registrant shall promptly notify API of any assertion that the use of the Marks infringes the rights of any third parties 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, to defend any action brought for infringement of trademarks, patents, industrial and artistic designs, or copyright owned by a third party or unfair competition with a third party when the basis of the claim is related to the Registrant's use of the Marks. If API does not defend any such action, it shall have no obligation to reimburse or indemnify the Registrant, its agents, sub-agents, customers, or any other persons for the cost of defending such suit or for damages incurred as a result of such actions.
11. The Registrant agrees to cooperate fully with API in any effort which API may deem advisable in order to record the Registrant as a registered user of the Marks, including the providing of information and execution of documents in connection therewith. Upon termination of this Agreement, the Registrant shall similarly cooperate with API in expunging any such recordations that may exist. Expenses associated with such recording and expungement shall be borne by API.
12. The Registrant agrees to assist API in the enforcement of any rights of API in the Marks. The Registrant agrees to notify API in writing of any infringements or imitations by third parties of the Marks which may come to the Registrant's attention. API shall have sole right to determine whether or not any action shall be taken, at its sole expense, on account of any such infringement or imitation.
13. With respect to all claims, actions and suits to enforce API's rights in the Marks, including suits in which the Registrant 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.
14. The Registrant agrees that API may notify vendors, governmental authorities, potential users, and others of an improper or unauthorized use of the APIQR and/or ANAB marks when in judgment of API such notifications are necessary to protect consumers, the public, or for API's own protection.
15. Registrant agrees not to alter, adjust, amend, vary, revise, or otherwise modify the APIQR Certificate(s) of Registration, any correspondence from API, or any copies thereof.

Management System

16. Registrant agrees to maintain at the Registrant's facility at all times a management system conforming to its Registered management system and the applicable management system standard and agrees to fully comply with all requirements of the program, including any amendments or modifications required by API. API shall be the sole judge of whether Registrant or applicant meets the appropriate qualifications to become and/or remain a Registrant.
17. Registrant agrees to pay to API applicable fees within the time frame specified by API. Fees may be revised if deemed necessary by API to cover the costs of administration and enforcement of the program. All fees are payable in U.S. Dollars.
18. Registrant understands and agrees that Registrant's facility shall be audited every calendar year to determine whether or not the Registrant may continue to qualify for authorization to use the APIQR Mark(s). Registrant agrees to make all necessary arrangements for the performance of the assessment, including provision for reviewing documentation, and the access to all areas, records (including internal audit reports), and personnel for the purposes of assessment, surveillance, reassessment, and resolution of concerns. Additional audits may be scheduled at the discretion of API. Registrant agrees to permit API, or any approved API auditor to conduct such audits even if no advance notice is given to the registrant.
19. Registrant agrees to allow APIQR and/or the registrar accreditation bodies to have access to all Applicant and Organization files pertaining to the registration activity. The right of API's representative to obtain free access to these facilities 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 Registrant's facility personnel.

CONTINUED >>

<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>
--	--

APIQR Registration Program

Part 4 – APIQR Management System (MS) Registration Agreement

20. Registrant agrees that any auditing, sampling, inspections, or tests conducted by APIQR are designed only to verify conformance with the applicable management standard and program requirements and do not relieve the Registrant of its responsibility to ensure the quality of its products and/or services in the marketplace or ensure that all of its products meet customer requirements.

General

- 21. 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 Registrant of such date. Registrant agrees to comply with the modified requirements from the specified effective date on.
- 22. Registrant shall notify APIQR 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.
- 23. Registrant agrees not to make representations or warranties to potential customers or API that are false, misleading, or inconsistent with the terms of this Registration Agreement or the APIQR Registration Program.
- 24. Registrant 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"). Registrant agrees to provide a copy of the API Code of Conduct to all employees responsible for any tasks as part of the API certification and auditing process, and to provide sufficient individual training to ensure compliance. Registrant understands and agrees that API may, in its sole discretion and at any time, including denying an application or suspend or cancel a registration 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, Registrant may further be ineligible for application for certification by API for a period of time to be specified by API.
- 25. This Agreement may be terminated by APIQR at any time and for any reason satisfactory to API/APIQR after providing notice to the Registrant. However, API/APIQR in its sole and absolute discretion, may immediately terminate or suspend the rights or authority conferred by this Agreement without prejudice to any other rights which API/APIQR 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 Registrant of its obligation of indemnity as to products manufactured or distributed prior thereto, and shall not excuse Registrant from paying any fees or other charges owing to API/APIQR.
- 26. Upon termination or suspension, with or without cause, of any rights or authority conferred by this Agreement, the Registrant agrees to immediately discontinue the use of the APIQR Registration Mark(s) and/or the ANAB logo. If this Agreement is terminated for cause, Registrant agrees that API shall not be obligated to refund any fees or payments made by Registrant. Registrant agrees that under no circumstances shall API/APIQR 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.
- 27. If Registrant desires to terminate this Agreement, Registrant agrees to give API/APIQR at least ninety (90) days notice prior to the anniversary date of this Agreement.
- 28. If any action or proceeding is brought by API to enforce, protect, or establish any right or remedy with respect to this Agreement, or with respect to the subject matter of this Agreement, API/APIQR shall be entitled to recover reasonable attorney's fees and costs provided that it is the prevailing party.
- 29. This Agreement shall not be assignable or transferable by Registrant in any manner nor shall Registrant have the right to grant subagreements without written authorization from API/APIQR.
- 30. This Agreement shall be interpreted and governed by the law of the District of Columbia, United States of America.
- 31. 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.
- 32. This instrument contains the entire and only Agreement between the parties. No oral statements or representations not herein contained shall have any force and effect.

CONTINUED >>

<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>
--	--

APIQR Registration Program

Part 4 – APIQR Management System (MS) Registration Agreement

33. Registrant 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.
34. 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.
35. Trade Sanctions. Registrant shall be solely responsible for ensuring its compliance with applicable laws and regulations.

Except as authorized by law, Registrant 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, Registrant 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.

Registrant 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 Registrant’s activities hereunder do not comply with statutory or regulatory requirements, Registrant 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.

Registrant 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 Registrant 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.

Registrant 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.

Registrant represents and warrants that Registrant is not located in, or under the control of, a national or resident of any U.S. embargoed country.

36. Compliance. Registrant 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.

CONTINUED >>

<p>APPLICANT INITIAL HERE</p> <hr/>	<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>
---	--



APIQR Registration Program

Part 4 – APIQR Management System (MS) Registration Agreement

For the purposes of this paragraph, employees of state-owned entities are considered “government officials or employees.” Registrant agrees to notify API immediately if Registrant receives any information indicating a possible violation of the requirements of this paragraph.

Registrant 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 Registrant 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.

Registrant 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.

- 37. This Agreement shall terminate immediately without notice if Registrant 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 Registrant discontinues its business or a receiver is appointed for Registrant or for Registrant’s business and such receiver is not discharged within thirty (30) days.
- 38. 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.
- 39. 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.
- 40. 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.
- 41. 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.
- 42. This agreement incorporates by reference the current program requirements attached to this agreement in Parts 1, 2, 3 and 5.
- 43. This Agreement shall be effective as noted by the dates listed on the Certificate of Registration provided.
- 44. All applicable Registrant’s obligations and duties survive the termination or expiration of this Agreement.
- 45. 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
1220 L Street, NW
Washington, DC 20005-4070
USA

- (b) The Registrant at:

CONTINUED >>

<p>APPLICANT INITIAL HERE</p> <hr/>	<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>
--	--



APIQR Registration Program

Part 4 – APIQR Management System (MS) Registration Agreement

APPLICANT USE ONLY | APPLICANT AGREEMENT AUTHORIZATION

Name of Organization or Company: _____

Name of Authorized Officer: _____

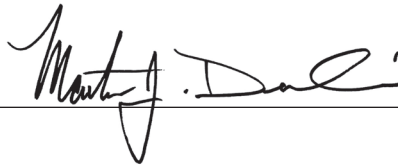
Signature of Authorized Officer: _____

Title of Authorized Officer: _____

Date: _____

API USE ONLY | APPLICANT AGREEMENT AUTHORIZATION

Marty Durbin,
Executive Vice President:



APIQR Registration Program

Part 5 – Licensing Fee and Directions

How To Obtain A Detailed Quotation

Actual registration costs are based upon a number of variable process factors such as the management system standards and scope of the registration application, the number of sites/shifts/employees, the size(s) of work areas, and other considerations. To obtain a request for quotation, visit our website at www.api.org/quote.

Application Fee

You must pay a Non-Refundable Application Fee. Applications cannot be processed until full payment is received.

Annual Fee

In addition to the Application Fee, Registered organizations will be assessed an Annual Fee based on the number of registered management systems and monogram licenses. First-time applicants issued APIQR registration dated November 1 through December 31 shall not be required to pay an Annual Fee for the following year.

For Existing API Spec Q1 Registered Clients

All Organizations that have achieved API Spec Q1 Registration may receive ISO 9001 registration for free once they demonstrate conformance to all applicable requirements. Once registered, the organization's continued conformance with the requirements of the applicable management standard will be verified during the annual on-site audit performed in conjunction with the organization's existing registration(s).

Certificates

Upon successful completion of the registration process and 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 \$100.00.

Audit Costs

The Applicant/Registered organization 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 registration is initiated. All costs shall be paid to API directly. Under no circumstances the audited organization shall pay the auditor for any incurred costs.

Audit Cancellation Fee

Where the Applicant/Registrant 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/Registered organization 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/Registered organization 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/Registered organization 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 as jointly agreed upon between API/APIQR and the client.

APIQR Registration Program

Part 5 – Licensing Fee and Directions

Submit applications for APIQR Management System Registrations 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
1220 L Street, NW
Washington, DC 20005-4070
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



Global Industry Services Certification Programs

API QUALITY REGISTRAR – APIQR

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: certification@api.org

Web: www.api.org/apiqr