APIQSR Registration
Program Requirements
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. So fill out your application today. Information on the materials you need to submit is included. If you have any questions, please contact one of our associates by calling API at (+1) 202-962-8041. 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 APIQR Registration Program.
APIQR Registration Program

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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 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 Initial and Periodic Audits are deposed. Upon the approval of the LRC, the Manager, API Monogram/APIQR Programs or his designee will be responsible for the issuance of Certificates of Registration.

5. Prior to APIQR’s acceptance of a Registration Application, Applicant Organizations shall: (1) have a management system that has been operational for at least four months, (2) have developed a management system manual, if applicable, describing its management system in conformance with the applicable management standard, (3) completed the Conformity Matrix, (4) have performed and documented an Internal Audit of all elements of the MS against the applicable management standard, and (5) have performed and documented a Management Review of its MS.

6. Applicant Organizations that, through the application and audit process, satisfy the LRC that the conditions of the Registration Program are being met, 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.

7. An APIQR registered Organization shall:
   (a) Comply with these Registration Program requirements;
   (b) Agree to implement and maintain, continually and throughout facility operations, all MS elements that are specific to the applicable management standard, 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 significant management system, location, name and/or ownership changes that will have an impact on the registration scope and activities. These would include changes to personnel, production capabilities and capacity, facility size, significant equipment changes, product scope, standard, or APIQR program changes, etc. At that time, API will review the situation to see if a manual review is required;
   (e) Give the representatives of APIQR access, with 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 twelve [12] months);
   (f) Use the Registration Marks in accordance with the conditions defined in Part 2 – Use and Misuse of the Registration Marks;
   (g) Immediately discontinue any use of the Registration Marks when notified by APIQR;
   (h) Upon suspension, cancellation, or withdrawal of the Certificate of Registration (whether through the request of the Registered Organization or APIQR) discontinue all use of the Registration Marks, including all use on websites and advertising, literature, or documents which contain any reference to the ISO 9001, API Spec Q1, API Spec Q2, ISO 14001 and/or OHSAS 18001 Registration Marks or the status of being a Registered Organization;
   (i) Keep a record of all complaints and their resolution which shall include any corrective actions taken relative to the MS; and
   (j) Be limited to allowable exclusion to the MS identified in the applicable management standard. 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.

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APIQR Registration Program
Part 1 – General Requirements

8. 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.

9. 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, and
   (d) Identify and maintain all Registered Organizations, upon issuance of the Certificate of Registration.

10. After determining that the Applicant Organization has met all the requirements for registration, APIQR shall issue the Certificate of Registration to the Organization. The Organization’s name shall be included in APIQR’s list of registered Organizations. A list of registered organizations is available from APIQR and will be provided upon request. A list of registered Organizations will be provided to applicable accreditation agencies when requested.

11. 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.

12. In the event an Applicant or Registered Organization wishes to appeal a decision made by the LRC and based on this Registration Program, they shall do so within thirty (30) days of being notified by APIQR’s decision to refuse to grant or maintain registration of the Organization. The decision of the LRC shall stand until such time that the Appeals Group can meet and formally hear the Organization’s appeal. If the Organization wishes to appeal the Appeals Group decision, it shall be in accordance with the Registration Program Appeals Procedure, with any subsequent appeals to the Appeals Group handled in accordance with API Procedures. The procedures for the Appeals process can be found on the API website.

13. 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.

14. APIQR shall 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.

15. The following definitions are used in the Program:
   (a) Licensing and Registration Committee (LRC)
       The APIQR committee that is assigned the responsibility for decisions on all actions regarding issuance, suspension and withdrawal of Registrations.
   (b) Organization
       A group of people and facilities with an arrangement of responsibilities, authorities and relationships that contracts with API for ISO 9001, API Spec Q1, API Spec Q2, ISO 14001 and/or OHSAS 18001 registration(s).
   (c) Management System Standard
       Refers to the applicable standard identifying requirements (e.g., API Spec Q1, ISO 9001, ISO 14001) against which an Organization is audited and to which registration is granted.
   (d) Lead Auditor
       A person who is competent to organize and direct initial and/or periodic audits and report their results.

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APIQR Registration Program
Part 1 – General Requirements

(e) Scope of Registration
The scope of the Registration refers to the processes, products and/or activities covered under the scope of the management system.

(f) Certificate of Registration
A document issued by APIQR which identifies the scope of registration and recognizes that the management system operated by the identified Organization meets the requirements of APIQR and the applicable management system standard.

(g) API
American Petroleum Institute.

(h) APIQR
American Petroleum Institute Quality Registrar.

(i) Conformity Matrix
A document that shows how the organization’s MS meet the requirements of API Spec Q1 and/or API Spec Q2. The blank matrix can be downloaded from the API website.

(j) Management System (MS)
The Organizational structure, responsibilities, procedures, processes, and resources used to direct and control an Organization with regard to quality. The MS is documented in a Manual along with references to related procedures and instructions.

(k) Registration
The inclusion of the Organization’s scope and activity of assessed capability in API’s list of Registered Organizations.

(l) Registered Organization
An Organization that meets the ISO 9001, API Spec Q1, API Spec Q2, ISO 14001 and/or OHSAS 18001 Registration Program requirements and the requirements of the applicable MS standard and is granted a Registration by API.
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 API Spec Q1 Registration Mark. 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 many 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

Application Submission

1. Prior to APIQR’s acceptance of a Registration Application, Applicant Organization shall (1) have a Management System (MS) that has been operational for at least four months, (2) have performed and documented an internal audit of all elements of the MS in which the Applicant seeks registration, and (3) have performed and documented a Management Review of the MS in which the Applicant Organization seeks registration.

2. The Applicant Organization shall submit MS – Registration Agreement and the APIQR Certification Program Application to APIQR along with the applicable registration fee and a controlled copy of its Conformity Matrix.

Conformity Matrix Review

3. Prior to scheduling an audit at the Applicant Organization’s facility, a detailed review of the Organization’s Conformity Matrix shall be performed to determine conformance with the applicable MS standard.

4. The Applicant Organization shall be notified of any deficiencies with regard to those requirements and with a request that revisions be made in order to satisfy those requirements. These corrections, if any, shall be submitted for review and approval prior to scheduling of the audit.

On-Site Audit

5. When it is determined that the Applicant Organization’s application and the Conformity Matrix meets the requirements of the applicable MS standard, the audit shall be scheduled.

6. Qualified Auditor(s), as required for the specific audit, shall be assigned. APIQR shall notify the Applicant Organization of the auditor(s) assigned.

7. 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.

8. 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.

APIQR Review of Audit Report

9. An APIQR Associate shall be responsible for the evaluation of each audit report and the LRC shall be responsible for making the final decision on whether to grant or withhold Registration.

10. If the Applicant Organization has nonconformances at the conclusion of the audit, it shall respond to the nonconformances once it has implemented the corrective actions. APIQR shall require that corrective action is to be completed and implemented prior to approval for registration. APIQR shall also (1) determine if a follow-up audit is necessary to verify implementation of corrective action, or (2) if the corrective action is to be verified during a subsequent audit.

11. 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.

Changes to Scope of Registration

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

13. 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:

   (a) the legal, commercial, organizational status, or ownership;

   (b) organization and management (e.g., key managerial, decision-making or technical staff);

   (c) contact address and sites;

   (d) scope of operations under the certified management system, and major changes to the management system and processes.

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APIQR Registration Program
Part 3 – Registration Process

14. 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.

15. In the event of changes required to the Registration Program rules, APIQR shall:
   (a) Notify registered Organizations affected by the changes and provide for comment, and
   (b) Notify all registered Organizations affected by the changes of the effective dates of the changes and action required by them.

16. If the registered Organization fails to take the required action by the effective date, APIQR shall decide on the action to be taken which may include suspension or cancellation of the registration.

Annual Surveillance by APIQR

17. 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 in each twelve (12) month period. 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.

18. 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). The Registered Organization shall be requested to respond within thirty (30) days of receipt of the notification.

19. 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.

Suspension of Registration

20. Registration may be suspended for a period, at the discretion of APIQR, if:
   (a) Annual surveillance audits indicate nonconformance to the requirements but cancellation is not considered necessary by the LRC,
   (b) 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
   (c) If there has been a violation by the Registered Organization of any of the requirements of the agreement between the Registered Organization and APIQR.

21. The suspension shall be confirmed by APIQR and shall provide the conditions under which the suspension may be removed.

22. 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.

Cancellation of Registration

23. APIQR may cancel a Registration and recall the Certificate of Registration for any of the following reasons:
   (a) When the conditions for suspension have not been removed within the specified time period,
   (b) If a surveillance audit indicates that nonconformances to the requirements are of a serious nature requiring immediate cancellation as determined by the LRC,
   (c) When formally requested by the Registered Organization,
   (d) 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,
   (e) If the Registered Organization does not or cannot ensure conformance to the new requirements when system rules are changed, and/or
   (f) If the Registered organization fails to meet any other provisions of the contract between APIQR and the Registered Organization.

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APIQR Registration Program
Part 3 – Registration Process

24. APIQR may publish notification of any suspensions or cancellations of registrations of affected Organizations.

25. 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 12 of Part 1 – General Requirements.

APIQR

26. APIQR (located at 1220 L Street, N.W., Washington, D.C. 20005-4070, USA) maintains the required facilities to perform registration in accordance with these requirements.
APIQR Registration Program
Part 4 – APIQR Management System (MS) Registration Agreement

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 nonexclusive 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 management system 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. 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.

6. 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.

7. 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 Marks 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.

8. Registrant agrees that API has ownership rights to the Marks 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.

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9. 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.

10. 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.

11. The Registrant agrees to assist 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.

12. 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.

13. 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.

14. Registrant agrees not to alter, adjust, amend, vary, revise, or otherwise modify the APIQR Certificate(s) of Registration or any copies thereof.

Management System

15. 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 meets the appropriate qualifications to become and/or remain a Registrant.

16. 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.

17. Registrant understands and agrees that Registrant’s facility shall be audited annually to determine whether or not the Registrant may continue to qualify for authorization to use the Marks. 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.

18. 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.

19. 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.

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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.
APIQQR Registration Program
Part 4 – APIQR Management System (MS) Registration Agreement

General

20. 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.

21. 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.

22. 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.

23. 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, if the Registrant defaults in any of its obligations under this Agreement, API/APIQR 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.

24. 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 of this Agreement.

25. 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.

26. 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.

27. 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.

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

29. 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.

30. 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.

31. All of the Registrant’s obligations and duties contained in items 3, 5, 10, 11, 13, 16, 20, 21, 23, 25, 26, and 29 survive the termination or expiration of this Agreement.

32. 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.

33. 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.

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

35. 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.

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APIQR Registration Program
Part 4 – APIQR Management System (MS) Registration Agreement

36. 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.

37. 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.

38. 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.

39. 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.

40. This agreement incorporates by reference the current program requirements attached to this agreement in Parts 1, 2, 3 and 6.

41. This Agreement shall be effective as noted by the dates listed on the Certificate of Registration provided. Upon expiration, a recertification audit and the execution of a new agreement is required.

42. 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:


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

Vice President,
API Global Industry Services:
APIQR Registration Program
Part 5 – Applicant Submittal Checklist

Application Submittal Requirements
All Applicant Organizations must start the application process by completing the Applicant Submittal Checklist. Responses for questions 1 through 4 must be “Yes” in order to submit the APIQR Management System Registration Program Application. If the answer is “No” for any question in the checklist, the Organization must not proceed with the application process. The Organization may contact APIQR to explain all “No” responses.

1. Have you completed the API Certification Programs Application?
   - Yes
   - No

2. Have you signed and dated Part 4 – the Registration Agreement?
   - Yes
   - No

3. Do you have a copy of your Conformity Matrix ready for submittal with your application?
   - Yes
   - No
   - Documents already submitted to API Monogram Program

4. Do you have a check, money order, or wire transfer with the appropriate fees (see Part 6 – Fee Schedule) ready for submittal?
   - Yes
   - No

If you answered “No” to any of the above questions, please complete the registration process before submitting your application. Failure to do so will only delay the processing of your application.

5. If you currently maintain an ISO 9001 registration, have you included a copy of the certificate with your application?
   - Yes
   - No
   - Not Applicable

How to Submit This Application
Submit completed API Certification Programs Application accompanied by the signed copy of Part 4 – APIQR Management System Registration Agreement and a copy of your Conformity Matrix to:

API Quality Registrar
1220 L Street, NW
Washington, DC 20005-4070
USA

For detailed instructions on how to submit your payment, see Part 6 – Fee Schedule of this booklet.
APIQR Registration Program
Part 6 – Fee Schedule

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.

Initial Registration Costs
The initial, first-year registration costs are comprised of a registration fee (which includes review of your Conformity Matrix, review of your audit, and LRC review) and auditor charges for the audit and related costs. Throughout the duration of the program, additional costs may result from nonconformance or other situations, the nature of which would require API to perform follow-up or other unscheduled audits. Under normal circumstances, the APIQR Management System Registration Program requires one, full-system on-site (scheduled) audit per year.

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) Audit Cancelled 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).

(b) Audit Cancelled 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).

(c) Audit Cancelled 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 due to acts of nature or as jointly agreed upon between API/APIQR and the client.

For Existing API Spec Q1 Applicants
All Organizations that have achieved API Spec Q1 Registration may receive ISO 9001 and/or ISO TS 29001 Registration free without undergoing an additional audit after signing and submitting APIQR Management System Registration Agreement. Current ISO 9001 Registrants must agree to implement all of the additional requirements of API Spec Q1. 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.

APPLICATIONS WILL NOT BE PROCESSED UNTIL PAYMENT IS RECEIVED.

All fees payable to APIQR shall be in U.S. Dollars. The Organization shall be liable for any and all taxes, banking and service fees.

If You Are Paying By Check Or Money Order
Please return Part 4 – APIQR Registration, your APIQR Application, your Conformity Matrix, and your Registration Fee to:

   API Certification Programs
   P.O. Box 1425
   Merrifield, VA 22116-1425
   USA

Include this Reference Number on your check: SS-2100-U9200-7110

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

   API Certification Programs
   Attention: John Robertson
   1220 L Street, NW
   Washington, DC 20005-4070
   USA

IMPORTANT NOTE: DO NOT send your application to the Payment Address.

CONTINUED >>
APIQR Registration Program
Part 6 – Fee Schedule

If You Are Paying By Wire Transfer
Please add an additional $50.00 (USD) to cover wire transfer fees. Return Part 4 – APIQR Registration Agreement, your APIQR Programs Application, and your Conformity Matrix to:

API Certification Programs
1220 L Street, NW
Washington, DC 20005-4070
USA

Send your Registration 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-U9200-7110
SWIFT: NRTHUS33

IMPORTANT NOTE: DO NOT send your application to the Payment Address.
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