energy API

AMERICAN PETROLEUM INSTITUTE

Global Industry Services
Certification Programs

API Monogram Program Alternative Marking of Products License Agreement

Application

REVISION 5 | FM-011.pdf

API
Monogram™
Program

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

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

The purpose of this document is to establish the requirements for application of the API Monogram to eligible products. API is the owner of all rights to the certification mark (hereinafter "the API Monogram") relating to API's Monogram Program. Under the terms set forth in the API Monogram Licensing Agreement, API grants to the Licensee a non-exclusive non-transferable license to use the API Monogram on the types of products set forth in the Certificate of Authority to Use the Official API Monogram provided that these products are made in accordance with the requirements set forth in the API Product Specification in effect at the time of manufacture associated with the assigned license number, API Specification Q1, *Specification for Quality Programs for the Petroleum, Petrochemical and Natural Gas Industry*, and the API Monogram Program Requirements, including any amendments, modifications, substitutions or interpretations. The Agreement is applicable only to Licensee's product(s) that are made at the Licensee's facility under controls specified in applicable marking procedures that have been developed and maintained by the Licensee.

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

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

Each Licensee shall control the application of the API Monogram in accordance with the following:

1. Each Licensee shall develop and maintain an API Monogram Marking Procedure that documents the marking/monogramming requirements specified by the API product specification to be used for application of the API Monogram by the Licensee. The marking procedure shall define the location(s) where the Licensee shall apply the API Monogram and require that the Licensee's license number and date of manufacture be marked on monogrammed products in conjunction with the API Monogram. At a minimum, the date of manufacture shall be two digits representing the month and two digits representing the year (e.g., 05-08 for May 2008) unless otherwise stipulated in the applicable API product specification. Where the API product specification contains no marking requirements, the Licensee shall define the location(s) where this information is applied in the marking procedure.

2. The API Monogram may be applied at any time appropriate during the production process (provided that the product remains under the control of the Licensee) but shall be removed in accordance with the Licensee's API Monogram Marking Procedure, if the product is subsequently found to be nonconforming with API specified requirements. Products that do not conform to API specified requirements shall not bear the API Monogram.

3. Except for the situations outlined in Part 3 of this document, only an API Licensee may apply the API Monogram and its license number to products eligible for the API Monogram and the API Monogram shall only be applied at the licensed facility.

4. The authority responsible for applying and removing the API Monogram shall be defined in the Licensee's API Monogram Marking Procedure.

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

In some cases, there may be instances where alternative marking controls may be used. These controls are subject to API license requirements, API Specification Q1, and other API specifications and requirements.

General

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

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

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

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

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

Eligible Processes and Products

API has determined that it can ensure that finished products will meet API specifications, while addressing the demonstrated need for flexibility in certain circumstances. In some instances, alternative marking procedures and controls may be developed and deemed to be acceptable for certain manufacturing processes or types of products. The current processes and products eligible for API Monogram Alternative Marking Agreement are shown in Tables 1-3. The items listed are the minimum controls that shall be defined and documented by the Licensee. Additional controls may be required by API prior to approval.

Requests for application of this alternative marking program to other product lines will be considered and evaluated by API on a case-by-case basis. API requires support for any request in the form of: (1) documentation of an actual need for such a marking program, and (2) evidence that indicates that the original licensee will be able to ensure that the new product will meet the API specification.

Contractual Relationships

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

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

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

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

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

Scenarios/Processes Eligible for Alternative API Monogram Marking Procedures	Applicable Product Specifications and Controls
SCENARIO 1 **Subcontracted Processes Where Product Attributes are Changed** (Also applicable to processing at a different facility owned by the Licensee's company)	**Applicable product specifications:** **Scenario 1 – 5CT, 5DP, 5L, 7K (High Pressure Mud and Cement Hoses only)** **Scenario 2 – 5CT, 5DP, 5L** a) Subcontracted processes and API Monogram marking shall be planned and documented as part of the QMS b) Original Licensee shall maintain ownership of the product (at the subcontracted facility) and enter into an agreement with Marking Party establishing and maintaining sufficient inspection procedures to ensure that final products meet the API specifications c) Processes and controls used to verify product conformance with the applicable product specification at the subcontracted facility shall be identified d) Subcontractor (Marking Party) shall be an authorized API Marker e) Mill test reports or certificates of compliance issued by either the Licensee or Marking Party shall include a statement identifying that processing, product conformance verification, and API Monogram application were performed at the facility by an authorized API Marker f) Original Licensee shall remain responsible for all failures to meet the API specification, through delivery of the final product
SCENARIO 2 **Subcontracted Coating Processes Where the Existing API Monogram is Obliterated** (Also applicable to processing at a different facility owned by the Licensee's company)	
SCENARIO 3 **Subdivision of Bulk Items After Initial Production** (Also applicable to processing at a different facility owned by the Licensee's company)	**Applicable product specifications: 2F, 7F, 9A, 10A, 13A** a) Subdivision of bulk items and API Monogram marking shall be planned and documented as part of the QMS. b) Original Licensee shall maintain ownership of the product at the marking facility) and shall enter into an agreement with Marking Party establishing and maintaining sufficient inspection procedures to ensure that final products meet the API specifications (when outside of the Original Licensee's facility) c) Processes and controls used to ensure continued product conformance with the applicable product specification outside of the licensed facility shall be identified d) The facility applying the API Monogram (Marking Party) to the subdivided bulk item shall be an authorized API Marker e) Original Licensee shall remain responsible for all failures to meet the API specification, through delivery of the final product

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

Please utilize this document to submit a request for consideration for the API Monogram Program Alternative Marking of Products License Agreement. The API Monogram Program Alternative Marking of Products License Agreement is only applicable to the conditions and products covered by the API Specifications listed in Part 3, Tables 1-3.

Along with the following completed forms, please submit a cover letter and the applicable fee (see Part 6 – Licensing Fees and Directions) to API for consideration and evaluation of your request.

Licensee Information

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

Applicable License Number(s)*:

Reason Why an Alternative Marking Agreement is Needed:

Contact Name:

Street Address:

City: State/Province:

Zip/Postal Code: Country:

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

Email Address:

**One License Agreement and applicable fees per license.*

Marking Party

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

Contact Name:

Street Address:

City: State/Province:

Zip/Postal Code: Country:

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

Email Address:

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

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

Identify the service provided by the Marking Party:

API Monogram Program Alternative Marking of Products License Agreement
Part 5 – License Agreement

Use of the Official API Monogram

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

_____

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

_____

_____

having its principal place of business at:

_____

_____

and: _____

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

_____

_____

SAMPLE

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

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

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

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

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

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

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

   _____

   _____

   _____

   (hereinafter "facility").

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APPLICANT INITIAL HERE	<< ALL REGISTRATION AGREEMENT PAGES MUST BE INITIALED. By initialing here you signify you have read this Registration Agreement page and will abide by the terms and conditions above.
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API Monogram Program Alternative Marking of Products License Agreement
Part 5 – License Agreement

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

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

5. Marking Party understands and agrees that Marking Party's facility may be audited periodically, at Licensee's cost, during the term of this license to determine whether or not Licensee may continue to qualify for the authorization to use the API Monogram. The frequency of the periodic audits will be at the discretion of API. Marking Party agrees to permit API, or any approved API auditor to conduct such audits. Marking Party agrees that API's representatives shall, after giving reasonable notice, have the access to the facilities covered by this Agreement in order to perform these audits.

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

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

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

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

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

7. Marking Party agrees to assist API in the enforcement of any rights of API in the API Monogram Program. Marking Party agrees that it will not perform any acts which directly or indirectly assist a third-party, including but not limited to the Licensee, in using the API Monogram without authorization. The Marking Party agrees to notify API in writing of any infringements or limitations by third parties of the API Monogram which may come to the Marking Party's attention. API shall have the sole right to determine whether or not any action shall be taken, at its sole expense, on account of any such infringement or limitation.

8. Marking Party agrees that API is the sole owner of the API Monogram and agrees not to take any actions which are inconsistent with API's ownership rights including, but not limited to, challenging API's ownership rights, challenging the validity of the API Monogram or any registrations and applications thereof, and/or attempting to register the API Monogram or other API mark in any country, state, or other jurisdiction.

9. Marking Party agrees that API is to rely upon Marking Party's representations in granting the Licensee the authorization to use the API Monogram at the Marking Party's facility. Marking Party agrees that if any action or proceeding is brought by API to enforce, protect or establish any right or remedy with respect to this Agreement (including, but not limited to, the failure of the Licensee to pay applicable fees or audit costs) or with respect to the subject matter of this Agreement or with respect to the equipment that is manufactured at the Facility, API shall be entitled to recover damages and reasonable attorney's fees and costs.

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

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

12. This Agreement shall be interpreted and governed by the law of the District of Columbia, United States of America. In the event of any litigation between the parties arising under this Agreement, the parties agree that the only proper venue for such litigation shall be the District of Columbia, United States of America.

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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.

API Monogram Program Alternative Marking of Products License Agreement
Part 5 – License Agreement

13. This instrument contains the entire and only Agreement between the parties with respect to the subject matter hereof. No oral statements or representations not herein contained shall have any force and effect.

14. It is expressly understood between the parties hereto that no association, agency, apparent agency, employer/employee relationship, partnership, or joint venture of any kind has been created. This Agreement does not constitute an assignment or delegation of Licensee's API License rights and duties.

15. 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.

16. This Agreement shall not and is not intended to benefit nor to grant any right or remedy to any person or entity that is not a party to this Agreement.

17. The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective entities or agencies to execute this Agreement and to legally bind their respective entities or agencies as set forth in this Agreement.

18. Paragraphs 2, 4, 6, 7, 8, 9, 10, 12, 14, 20, and 21 survive termination, suspension or expiration of this Agreement.

19. This Agreement shall be effective on the date it is executed. The Agreement will expire upon the expiration of the Licensee's current API Monogram License, or upon the expiration date noted below, whichever is earlier.

20. API is a nonprofit corporation exempt from United States federal income tax under section 501(c)(6) of the Internal Revenue Code of 1986 as amended. No provision of this Agreement shall obligate API to take any action that is inconsistent with or could jeopardize its tax-exempt status. Marking Party agrees to pay and indemnify API from all excises and other taxes imposed by any authority related to this Agreement.

21. As consideration for the license granted herein, Licensee agrees to pay all required fees. All payments due hereunder shall be made in U.S. Dollars and are exclusive of any sales, use or other taxes, fees or duties arising out of this Agreement.

22. Notices required to be given by this Agreement shall be in writing and shall be effective as of the date on which such notice is delivered to:

    (a) **Manager of Certification Programs**
    American Petroleum Institute
    1220 L Street, NW
    Washington, DC 20005-4070
    USA

    (b) The Licensee at:

    _____

    _____

    _____

    (c) The Marking Party at:

    _____

    _____

    _____

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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.

API Monogram Program Alternative Marking of Products License Agreement

Part 5 – License Agreement

MARKING PARTY USE ONLY | APPLICANT AGREEMENT AUTHORIZATION

Name of Marking Party Organization: _____

Name of Authorized Officer: _____

Signature of Authorized Officer: _____

Title of Authorized Officer: _____

Date: _____

LICENSEE USE ONLY | APPLICANT AGREEMENT AUTHORIZATION

Name of Licensee: _____

Licensee's Existing License Number: _____

Name of Authorized Officer: _____

Signature of Authorized Officer: _____

Title of Authorized Officer: _____

Date: _____

API USE ONLY | APPLICANT AGREEMENT AUTHORIZATION

Vice President,
API Global Industry Services: _____

API Monogram Program Alternative Marking of Products License Agreement
Part 6 – Licensing Fee and Directions

Annual Fee
The Licensee will be assessed an Annual Fee of $3,000.00 (U.S. Dollars) per license for the authorization to use the API Monogram on only Licensee's products as specified in the API Monogram Program Alternative Marking of Products License Agreement. The License will not be granted until the applicable fee is received by API and the Agreement has been executedby all parties.

Audit Costs
If API determines that an audit(s) of the Marking Party's facility is/are required, the Licensee shall be assessed for the cost of the audit(s), as per Clause 5 of the API Monogram Program Alternative Marking of Products License Agreement. Audit costs are based on the contract rate of API's auditor(s) and any related auditor(s) expenses. These expenses may include travel time, airfare, taxi, rental car (or private car), accommodations, meals, parking, telephone, etc., plus an administrative fee.

Audit Cancellation Fee
Where the Applicant/Licensee cancels or postpones the date of the 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 eight (8) 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 one (1) to seven (7) 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).

NOTE: Cancellation fees do not apply when the audit is cancelled due to acts of nature or as jointly agreed upon between API and the client.

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

Directions
Submit the completed License Agreement(s), along with a request letter and the applicable fee, to API at the address listed below for consideration of acceptance of Alternative Marking permission.

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

AMERICAN PETROLEUM INSTITUTE

Global Industry Services

Certification Programs

API MONOGRAM PROGRAM
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(Toll-free in the U.S. and Canada)
(+1) 202-682-8041
(Local and International)
Email: certification@api.org
Web: www.api.org/monogram

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