



AMERICAN PETROLEUM INSTITUTE

Global Industry Services
Certification Programs

API MPMS DP Flow Meter Witnessing Program Requirements

Application

REVISION 3 | FM-161.pdf



MPMS DP
Flow Meter
Test Witnessing
Program™

API MPMS DP Flow Meter Test Witnessing Program Requirements

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API MPMS DP Flow Meter Test Witnessing Program Requirements

Part 1 – Program Requirements

Registration

Registration of MPMS DP Flow Meter test data with the American Petroleum Institute (API) is voluntary. The registration process involves five steps:

1. Filing an Application Form, Registration Agreement, Witness Agreement and paying associated fees.
2. Arranging for an API representative to witness the test of the meter.
3. Testing the DP Flow Meter at an API Registered MPMS Test Facility according to the requirements of API MPMS Chapter 22.2, *Testing Protocol – Differential Pressure Flow Measurement Devices* with an API representative present.
4. Submitting the test results to API on a signed DP Flow Meter Test Reporting Form.
5. Posting of the DP Flow Meter Test Reporting Form on the API website.

Filing

Applications should be filed as soon as an approximate test date is known to provide adequate time for API representatives to coordinate the witnessing of the test. API representatives will coordinate witnessing activities with the applicant and directly with the test facility.

Test Cancellations

If a facility decides to cancel a test after the test has been arranged, the facility is expected to pay the full amount of the registration fee plus the witness expenses. Emergency cancellations due to weather are unavoidable; however, the facility will be charged one-half day witness expenses for such cancellations.

Mandatory Activities

For a test to be eligible for registration with API, the following activities from API MPMS Chapter 22.2 must be verified:

1. (3.1) Satisfactory Orifice Discharge Coefficient determination within the previous year.
2. (3.1) Test measurement instruments calibrations are current.
3. (3.1) All test pressures are limited to prevent overstressing of metering device and associated equipment.
4. (3.2) Dimensional tolerances must be met.
5. (3.3) Facility has verified that pipe wall roughness meets requirements.
6. (4.2) Facility has verified that test fluids meet requirements.
7. (4.7) Installation Effects Tests performed, when required.
8. (7.1) Meter test report which contains the information in 7.0 and Appendix A.
9. (7.4) Meter test reporting form.

DP Flow Meter Test Reporting Form

For a test to be registered, the signed DP Flow Meter Test Reporting Form must be submitted to API within thirty (30) days after the completion of the test.

DP Flow Meter Test Reporting Form Renewal

The DP Flow Meter Test Reporting Form will be removed from the API website on January 31 of the year following the test if the system test is not renewed.

Changes

Any change in the design, materials, or method of manufacture of a Differential Pressure Flow Meter subsequent to its registration with API, that affects its performance shall require API-witnessed re-testing and re-registration before the test can be registered with API.

API MPMS DP Flow Meter Test Witnessing Program Requirements

Part 2 – Application

The information indicated below must be supplied as a part of all applications to the API MPMS DP Flow Meter Test Witnessing Program. All such information is subject to investigation and applications may be rejected if the information supplied so warrants.

Name of Manufacturer: _____

Street Address of Applicant's Facility: _____

(P.O. Box Numbers are not acceptable)

To whom API legal documents should be directed:

Contact Name: _____

Street Address: _____

(P.O. Box Numbers are not acceptable)

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: _____

(For Primary Corresponding Contact)

By signing this application, you are agreeing to allow an API representative to witness the DP Flow Meter Test for which you are applying and you are agreeing that the tests will be performed in accordance with API MPMS Chapter 22.2.

As a condition of this application being accepted by API, applicant agrees to submit data requested to participate in, and to pay all the costs of an API-witnessed test whether or not the test is ultimately registered with API. Reports, articles, papers, periodicals, advertisements or similar publications which refer to results from tests conducted according to API MPMS Chapter 22.2 must be worded in a fashion to denote that API neither endorses the test results nor recommends or disapproves of the use of the DP Flow Meter described. You may state that the DP Flow Meter Test results are registered with API.

APPLICANT USE ONLY | APPLICATION AUTHORIZATION

Name of Organization or Company: _____

Name of Authorized Officer: _____

Signature of Authorized Officer: _____

Title of Authorized Officer: _____

Date: _____

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API MPMS DP Flow Meter Test Witnessing Program Requirements

Part 2 – Application

How to Submit This Application

Submit both pages of this Application Form to:

American Petroleum Institute
MPMS DP Flow Meter Test Witnessing Program
1220 L Street, NW
Washington, DC 20005-4070
USA

NOTE: It is not necessary to complete Part 2 – Application after the initial application has been approved by API. Please submit only Part 3 – Registration Agreement, and the API MPMS DP Flow Meter Test Witnessing Agreement for subsequent DP Flow Meter Test Registrations. See Part 6 – Payment for important information on how to submit your payment. For additional information, please visit our website at www.api.org/certifications/witnessing/mpmstesting.

API MPMS DP Flow Meter Test Witnessing Program Requirements

Part 3 – Registration Agreement

Registrant hereby requests that API accept the attached DP Flow Meter Test Reporting form as a Registered Test. Registrant agrees to comply with the following terms and conditions:

1. Registrant understands and agrees that the DP Flow Meter Test will be performed for the following model:

will be made available by API to the general public for review and use and that the Registrant waives any rights to this information. Registrant agrees that API may publish this information in a variety of formats including, but not limited to, electronic, paper and CD-ROM. Registrant acknowledges that this is API's sole obligation under this Agreement.

2. Registrant agrees that API shall be the sole judge of whether the testing conforms to the requirements of API MPMS DP Flow Meter Test Witnessing Program and whether the data accurately reflects the tests that were performed. Registrant recognizes that the DP Flow Meter Test Reporting Form must be received by API within thirty (30) days after the testing has been completed and that this program is only applicable to tests that have been witnessed by an API representative. If API determines that the DP Flow Meter Test Reporting Form does not conform to the program requirements, API may terminate this Agreement.
3. Registrant agrees that API may make any changes it deems necessary in its sole discretion to the DP Flow Meter Test Reporting Form that is ultimately provided to the general public and that API may include any disclaimers that it deems appropriate necessary on the published version of the form.
4. Registrant shall not use the name AMERICAN PETROLEUM INSTITUTE, or description "API," or any API mark(s) in any manner in any advertising or indicate API sponsorship, approval or endorsement of the Registrant's products. Registrant agrees not to represent to any party that API approves, endorses or has otherwise certified Registrant's product or company.
5. Registrant agrees that the DP Flow Meter Test Reporting Form shall constitute a representation and warranty by Registrant to API and the public that the testing conformed to the applicable API specifications and that the data accurately reflects the tests that were performed. Registrant agrees not to make any misrepresentations concerning the testing, any test data, or API's scope of role in the testing. Registrant warrants that the flow meter submitted for testing is representative of any other examples of the same design.
6. Registrant agrees to hold harmless and indemnify API for any and all liability, loss, damage, cost and expense which API may suffer, incur, or be put to by reason of any claim, suit or proceeding for economic loss or damages based on the publication of the data by API, misrepresentations by the Registrant, or on the failure or alleged failure of the Registrant's products to perform as tested. Registrant further agrees to defend API, at Registrant's expense, against any and all such suits, claims or proceedings.
7. Registrant understands that participation in the program is voluntary and agrees that API has not made any direct or indirect representations or warranties concerning any potential business opportunities. Registrant understands and agrees that API will not be liable for any consequential or other damages caused by cancellation of posting of Registrant's test results.
8. Registrant agrees to pay API the annual Registration Fee within thirty (30) days of receiving the invoice from API. Registrant agrees that API fees may be revised annually if deemed necessary by API to cover the cost of the program. All fees are payable in U.S. dollars.
9. 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.
10. If the Registrant wishes to renew a test result, it must complete and submit a renewal application for the meter tested and a new or updated DP Flow Meter Test Reporting Form for the model of meter to be renewed.
11. Registrant agrees to notify API in a timely manner if it has evidence or information which indicates that its Registered Test results do not conform to API's requirements. Registrant agrees that API shall have the right to terminate this Agreement, in whole or in part, in response to said assertion or information, or in response to any allegation by a third party that the test results were invalid or misleading.
12. Registrant agrees that API may terminate this Agreement at any time and for any reason satisfactory to API after providing notice to the Registrant. Registrant agrees that upon termination of this Agreement by API without cause, that Registrant's sole and exclusive remedy shall be a refund of the annual fee basis. If this Agreement is terminated for cause, Registrant agrees that API shall not be obligated to refund any fees or payments made by Registrant.

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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 MPMS DP Flow Meter Test Witnessing Program Requirements

Part 3 – Registration Agreement

13. Registrant 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 Registrant to pay applicable fees or audit costs) or with respect to the subject matter of this Agreement, API shall be entitled to recover reasonable attorney's fees and costs provided that it is the prevailing party.
14. This Agreement shall be interpreted and governed by the law of the District of Columbia, United States of America. In the event of any litigation between the parties arising under this Agreement the parties agree that the only proper venue for such litigation shall be the District of Columbia, United States of America.
15. This instrument contains the entire and only agreement between the parties with respect to the subject matter hereof. No oral statements or representations not herein contained shall have any force and effect.
16. It is expressly understood between the parties here to that no association, agency, apparent agency, employer/employee relationship, partnership, or joint venture of any kind has been created.
17. Registrant agrees that API will not be liable to the Registrant by reason of any failure in performance of this Agreement if the failure arises out of the unavailability of third party communication facilities or energy sources, acts of God, acts of the other party, acts of governmental or judicial authority, fires, strikes, delays in transportation or any cause beyond the reasonable control of API. If any such event prevents API from performing its obligations for more than one (1) month, Registrant may terminate this Agreement and receive as its sole and exclusive remedy a refund of the pro rata share of its annual fees.
18. 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.
19. This Agreement shall not and is not intended to benefit or to grant any right or remedy to any person or entity that is not party to this Agreement.
20. 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.
21. Paragraph 2, 4, 5, 8, 9, 10, 11, 12, 13 and 16 survive termination, suspension, or expiration of this Agreement.
22. This Agreement shall be effective on the date that this Agreement has been signed by API and will terminate on January 31 of the following year. The Agreement will be automatically renewed each successive year on January 31 for an additional twelve (12) month period under the same terms and conditions, except as modified by API, provided that: the Registrant pays the necessary annual fee to API within the specified time frame; has complied with all terms and conditions of the program; and has agreed to comply with any additional terms and conditions specified by API. Under no circumstances will the total term of this Agreement exceed seven (7) years.
23. API reserves the right at any time to assess the Registrant's site at any time to verify their conformance with program requirements.
24. Notices required to be given by this Agreement shall be in writing and shall be effective as of the date on which such notice is delivered to:

(a) **Manager of Certification Programs**

American Petroleum Institute
1220 L Street, NW
Washington, DC 20005-4070
USA

(b) The Registrant at:

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APPLICANT INITIAL HERE <hr/>	<< 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 MPMS DP Flow Meter Test Witnessing Program Requirements

Part 3 – 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

Vice President,
API Global Industry Services:



API MPMS DP Flow Meter Test Witnessing Program Requirements

Part 4 – Witness Agreement

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 “Registrant”), a corporation of:

having its principal place of business at:

WHEREAS, Registrant desires to have an API representative witness the testing of the Registrant’s DP Flow Meter to verify conformance to the technical requirements of MPMS Chapter 22.2, Registrant agrees to the follows terms:

1. In return for API providing a representative to witness the Registrant’s test of a DP Flow Meter at the location listed in Part 5 – Witness Request Form of the API MPMS DP Flow Meter Test Witnessing Program Requirements, Registrant agrees to pay the fees specified in Part 6 – Payment of the application. Registrant agrees that these fees shall be paid to API whether or not API determines that the testing conforms to the requirements of the API MPMS DP Flow Meter Test Witness Program. Registrant agrees to pay these fees within thirty (30) days of receiving an invoice from API.
2. Registrant understands and agrees that API’s representative shall have access to the testing facilities, equipment and documents in order to witness the tests and to verify compliance with the API MPMS DP Flow Meter Test Witnessing Program. 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 or any agreement, waiver or release which may purport to affect these 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, Registrant may require that the API representative agree to comply with any reasonable workplace safety requirements.
3. Registrant agrees that the API representative will independently determine whether the testing conforms to the technical requirements of the API MPMS DP Flow Meter Test Witnessing Program and that this does not relieve the Registrant of any responsibility concerning the testing of its equipment. If the Registrant disagrees with the API representative’s findings concerning the validity of the testing, the Registrant agrees that its sole and exclusive remedy shall be the filing of an appeal pursuant to API policy.
4. Registrant agrees that API shall not be liable to the Registrant for the unauthorized release of any information obtained during the course of this Agreement.
5. 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.
6. Registrant shall not use the name AMERICAN PETROLEUM INSTITUTE or the description “API,” or any API mark(s) in any manner in any advertising or indicate API approval or endorsement of the Registrant’s products.
7. Registrant agrees not to make any misrepresentations concerning the testing, the test results or API’s role in the testing. Registrant agrees to hold harmless and indemnify API for any and all liability, loss, damage, cost and expense which API may suffer, incur, or be put to by any reason of any claim, suit or proceeding, for personal injury, property damage, economic loss, or other loss based upon the testing or evaluation of the Registrant’s equipment pursuant to this Agreement; and Registrant further agrees to defend API, at Registrant’s expense, against any and all such suits, claims or proceedings.
8. 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 Registrant to pay applicable fees or audit costs) or with respect to the subject matter of this Agreement, API shall be entitled to recover reasonable attorney’s fees and costs provided that it is the prevailing party.

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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 MPMS DP Flow Meter Test Witnessing Program Requirements

Part 4 – Witness Agreement

9. Registrant agrees that API will not be liable to the Registrant by reason of any failure in performance of this Agreement if the failure arises out of acts of God, acts of governmental or judicial authority, fires, strikes, delays in transportation, weather, illness or any cause beyond the reasonable control of API. If any such event prevents API from performing its obligations, Registrant may terminate this Agreement and receive as its sole and exclusive remedy a refund of the fees paid to API.
10. 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.
11. 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.
12. 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.
13. 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.
14. This Agreement shall not and is not intended to benefit or to grant any right or remedy to any person or entity that is not party to this Agreement.
15. Paragraphs 1, 2, 3, 4, 5, 7, 8 and 10 survive termination or expiration of this Agreement.
16. 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.

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:



API MPMS DP Flow Meter Test Witnessing Program Requirements

Part 5 – Witness Request Form

Manufacturer:

Name of Manufacturer: _____

Contact Person Name: _____

Telephone Number: _____

(Include country and city codes if outside the United States and Canada)

Fax Number: _____

Email Address: _____

Meter Description: _____

Serial Number: _____

Test Location:

Name of API Registered Test Facility:* _____

Contact Person Name: _____

Street Address: _____

City: _____

State/Province: _____

Zip/Postal Code: _____

Country: _____

Telephone Number: _____

(Include country and city codes if outside the United States and Canada)

Fax Number: _____

Email at Test Location: _____

Anticipated/Requested Test Date: _____

(Subject to auditor availability. API will make every attempt to accommodate this date.)

*For a list of API Registered Test Facilities, please visit compositelist.api.org.

AUTHORIZATION

Name of Organization or Company: _____

Name of Authorized Officer: _____

Signature of Authorized Officer: _____

Title of Authorized Officer: _____

Date: _____

NOTE: It is not necessary to complete Part 2 – Application after API has approved the initial application. Please submit Part 3 – Registration Agreement, Part 4 – Witness Agreement and Part 5 – Witness Request Form for subsequent DP Flow Meter Test Registrations. For additional information, visit our website at www.api.org/certifications/witnessing/mpmstesting.

API MPMS DP Flow Meter Test Witnessing Program Requirements

Part 6 – Payment

How To Determine Your Application Fee

For each DP Flow Meter Test you wish to have witnessed, you must pay an Application Fee. The Fee Schedule is as follows:

\$1,500.00 (U.S. Dollars) for the first meter, **\$1,000.00** (U.S. Dollars) for the second meter and **\$750.00** (U.S. Dollars) for each subsequent DP Flow Meter Test witness by API representatives, plus the cost of witness. (If multiple witnessed tests are applied for and are not performed for any reason, API will refund the additional test fee for subsequent meter tests, except the initial \$1,500.00 Application Fee.)

Renewal Fee

In addition to the initial Application Fee, registrants will subsequently be assessed an Annual Fee of \$750.00 (U.S. Dollars) for each registered test. Failure to pay the Renewal Fee will result in removal of the registered Flow Meter Test from publicly available data maintained by API.

Each December you will receive a renewal notice for each of the registered DP Flow Meter Tests. Each DP Flow Meter Test must be renewed each year by January 31 to remain in the publicly available material maintained by API, including the API DP Flow Meter website.

If You Are Paying By Check or Money Order

Submit your Application Fee along with this form to:

API MPMS DP Flow Meter Test Witnessing Program
P.O. Box 1425
Merrifield, VA 22116-1425
USA

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

NOTE: Overnight/Express deliveries should be addressed to:

API MPMS DP Flow Meter Test Witnessing Program
Attention: John Robertson
1220 L Street, NW
Washington, DC 20005-4070
USA

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

Submit the Application Forms to:

API MPMS DP Flow Meter Test Witnessing Program
1220 L Street, NW
Washington, DC 20005-4070
USA

If You Are Paying By Wire Transfer

Please add an additional \$50.00 (U.S. Dollars) to cover wire transfer fees.

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-U9100-7110
SWIFT: NRTHUS33

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

NOTE: It is not necessary to complete Part 2 – Application after API has approved the initial application. Please submit Part 3 – Registration Agreement, Part 4 – Witness Agreement and Part 5 – Witness Request Form for subsequent DP Flow Meter Test Registrations. For additional information, visit our website at www.api.org/certifications/witnessing/mpmstesting.



AMERICAN PETROLEUM INSTITUTE

Global Industry Services Certification Programs

API MPMS TEST FACILITY REGISTRATION PROGRAM

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