



Global Industry Services
Certification Programs

API 19B Perforator Witness & Registered Design Program

Application

REVISION 9 | FM-013



API
Perforator
Design™
Registration

API 19B Perforator Witness & Registered Design Program

Contents

Part 1 – General Requirements

How API conducts the API 19B Perforator Witness Program and the Design Registration process, and what is expected of both API and the Applicant.

Part 2 – Application

The complete application for API 19B Perforator Witness Request and Design Registration includes detailed information on the rules governing the Applicant's role in the testing process.

A complete application includes:

- Part 2A – Design Application Form
- Part 2B – Witness Request Agreement

Part 3 – Registration Agreement

Detailed information on the rules governing the API 19B Perforator Design Registration Process.

Part 4 – Fee Schedule

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

API 19B Perforator Witness & Registered Design Program

Part 1 – General Requirements

Registration Procedure

API provides knowledgeable and experienced witnesses to observe critical industry tests and verification based on Section 1 of the API 19B Recommended Practice for Evaluation of Well Perforators. The results are reported by the witness and may, at the organization's discretion, be posted on the [API Composite List](#) for customers to review.

Please complete the application below if your organization would like to request a witness and have the option to post the results of the test to the API Composite List. The witness and registration process involves five steps:

1. Applicant submits a complete application (see Parts 2 and 3) to API at audits@api.org.
2. API arranges for an API representative to witness the test(s) of the perforator design(s) designated by Applicant in its Application.
3. Applicant performs the testing of the perforating equipment according to the provisions of API Recommended Practice 19B while the API representative witnesses and documents the test results.
4. The API representative completes, or witnesses the completion of, a Registration Data Sheet for each test conducted and submits the Registration Data Sheet(s) to API, along with the Witness Report.
5. At the organization's discretion, Registration Data Sheets can be posted on the [API Composite List](#).

Timing

An application should be filed as soon as an approximate test date is known to provide adequate time for API to assign a representative to witness the test. The API representative will coordinate witnessing activities directly with the applicant facility.

Mandatory Test Activities

For a test to be eligible for registration with API, all mandatory test activities – as described in the API 19B Witness Instructions located under Applications & Forms at www.api.org/perforators – must be witnessed and documented in the Witness Report and Registration Data Sheet.

Registration Data Sheets

Registration Data Sheets must be filled out during the course of the testing procedures. The data sheets must be witnessed and signed by the API representative prior to the API representative leaving the testing location. The data sheets will be submitted to API by the API representative, along with the Witness Report.

Publication of API 19B Registered Design Data Sheets is voluntary. As set forth in Part 2A of the Application, the Applicant has the opportunity to inform API if it wishes to publish the data sheet(s) on the [API Composite List](#). Applicant has an additional 30 days after the test to request that data sheets be published by emailing audits@api.org with the design number from the test that was witnessed. There is no timeline to request that a data sheet be removed from the API Composite List.

Any change in the design, materials, or method of manufacture of a perforator design system, subsequent to its registration with API, shall require another API-witnessed test before the data can be re-registered with API.

API Advisories

The API Certifications Department regularly publishes Program Advisories on its webpage accessible at www.api.org under [Advisories](#). These advisories are intended to notify licensed/registered organizations of program policies and interpretations that have industry wide application. These advisories are part of the Perforator Design Registration Program requirements and compliance with them is compulsory. It is the responsibility of the registered organization to periodically check the site to ensure that the organization is in compliance with all of the advisories.

API Publications

You may order relevant specifications and other API publications on the API website at: [Purchase API Standards & Software](#).

Location, Name and/or Ownership Changes

Registered organizations shall notify API of location, name and/or ownership changes. At that time, API will review the information provided to determine if further actions are required. Please contact API at audits@api.org to report any of the changes described above.

Appeal Process

In the event an Applicant or registered organization wishes to appeal a decision made by API to refuse to register a particular perforator design system, they shall do so in accordance with the current procedures for appeal found at www.api.org under API Monogram & APIQR [Appeals & Complaints](#), subject to revision at API's discretion. Any decision by API to deny, suspend or cancel an application or registration shall stand while such an appeal is pending.



API 19B Perforator Witness & Registered Design Program

Part 2A – Application

The information indicated below must be supplied to request a witness for API 19B Section 1 and have any perforator design system considered for registration under the API Perforator Witness and Design Registration Program. All such information is subject to investigation and applications may be rejected if the information supplied so warrants.

***IF YOUR ORGANIZATION ALREADY HAS AN EXISTING REGISTERED DESIGN WITH API AND NONE OF THE INFORMATION IN NUMBERS 2-5 BELOW HAS CHANGED, PLEASE COMPLETE NUMBER 1 AND THEN SKIP TO NUMBER 6 TO REQUEST A WITNESS FOR A NEW PERFORATOR TEST.**

1. Manufacturer's Name:

2. Location of Applicant's Facility:

Street Address:

(P.O. Box Numbers are not acceptable)

City:

State/Province:

Zip/Postal Code:

Country:

3. Facility Contact Person (primary contact person of the facility to be registered):

Name:

Title/Position:

Mailing 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:

(for Facility Contact)

4. Direct API Legal Documents to (if other than facility contact):

Name:

Title/Position:

Mailing 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:

(for Legal Contact)

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API 19B Perforator Witness & Registered Design Program Part 2A – Application

5. Billing Information (primary contact to receive invoices and correspondence concerning billing/payment information)

Billing Contact Name: _____

Title/Position: _____

Billing Mailing 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: _____

6. Unique Perforator Design Identification (applicable to RP 19B, Section 1)

Perforator System Design #1

Name of Test: _____

Test Location (full address): _____

Test Contact Name: _____

Telephone Number: _____

Email: _____

Anticipated/Requested Test Date(s): _____

Number of Tests to be witnessed: _____

Do you want API to publish test results to the online API Composite List?

(Applicants have an additional 30 days after the test to request via email to audits@api.org that a data sheet be published.)

Yes

No

Will advise API within 30 days after test

Please use the following sections if you want more than one perforator system designs witnessed. If applying for the witness of more than three designs, please attach additional sheets with all of the requested information for each additional design.

Perforator System Design #2

Name of Test: _____

Test Location (full address): _____

Test Contact Name: _____

Telephone Number: _____

Email: _____

Anticipated/Requested Test Date(s): _____

Number of Tests to be witnessed: _____

Do you want API to publish test results to the online API Composite List?

(Applicants have an additional 30 days after the test to request via email to audits@api.org that a data sheet be published.)

Yes

No

Will advise API within 30 days after test

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API 19B Perforator Witness & Registered Design Program Part 2A – Application

Perforator System Design #3

Name of Test: _____

Test Location (full address): _____

Test Contact Name: _____

Telephone Number: _____

Email: _____

Anticipated/Requested Test Date(s): _____

Number of Tests to be witnessed: _____

Do you want API to publish test results to the online API Composite List?

(Applicants have an additional 30 days after the test to request via email to audits@api.org that a data sheet be published.)

Yes

No

Will advise API within 30 days after test

By signing this application, you are agreeing to allow an API representative into your facility to witness the perforator design test(s) for which you are applying and you are agreeing that the tests will be performed in accordance with API RP 19B.

As a condition of this application being accepted by API, applicant agrees to submit any additional data requested by API and to pay all the costs of an API witnessed test, regardless of whether 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 RP 19B must be worded in a fashion to denote that API neither endorses the test results nor recommends or disapproves of the use of the Perforator Design described. You may state that the perforator design is registered with API.

How to Submit this Application:

Email all pages of this Application to audits@api.org

For additional information, please email audits@api.org or visit our website at www.api.org/perforators.

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API 19B Perforator Witness & Registered Design Program Part 2A – Application

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

Debra M. Phillips
Vice President,
API Global Industry Services:



API 19B Perforator Witness & Registered Design Program Part 2B – Witness Request Agreement

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

(hereinafter “Applicant”), a corporation of:

having its principal place of business at:

WHEREAS, Applicant desires to have an API representative witness the testing of the Applicant’s well perforator system design to verify conformance to the technical requirements of the API Perforator Registration Program and API RP 19B,

WHEREAS, API desires to provide a representative to witness the testing of Applicant’s well perforator system design,

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

Registrant hereby requests that API accept the attached Registration Data Sheet as a Registered Test. Registrant agrees to comply with the following terms and conditions:

1. API agrees to provide a representative to witness the test(s) of Applicant’s perforator system design(s) at the location listed in Part 2A – Application, as submitted by Applicant. Applicant agrees to coordinate directly with the witness to schedule the test(s) at a time convenient to both Applicant and witness.
2. Upon completion of the witnessed test(s), Applicant agrees to pay the applicable fees specified in Part 4 – Fee Schedule, incorporated herein by reference. Applicant agrees that these fees shall be paid to API regardless of whether API determines that the testing conforms to the requirements of the API Perforator Design Registration Program and API RP 19B. Applicant agrees to pay these fees within forty-five (45) days of receipt of an invoice from API.
3. If Applicant cancels or postpones a witness test after it has been scheduled with an API representative, a Witness Cancellation Fee is payable to API as set forth in Part 4 – Fee Schedule. Applicants will not be charged the Witness Cancellation Fee when the witness test is cancelled or postponed due to acts of nature or due to extraordinary circumstances as determined by API.
4. Applicant 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.
5. Applicant understands and agrees that API’s representatives shall have access to the testing facilities, equipment, and associated documents in order to perform witnessing of the designated tests and to verify compliance with the API Perforator Design Registration Program and API RP 19B. 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 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. Notwithstanding the above, Applicant may require that the API representative agree to comply with any reasonable workplace safety requirements.
6. Applicant understands and agrees that the API representative present during testing will independently determine whether the testing conforms to the technical requirements of the API Perforator Witness and Design Registration Program and API RP 19B and that this does not relieve the Applicant of any responsibility concerning the testing of its equipment. If the Applicant disagrees with the API representative’s findings concerning the validity of the testing, Applicant agrees that its sole and exclusive remedy shall be the filing of an appeal pursuant to API standardization policy accessible at www.api.org under [Appeals & Complaints](#).
7. Although API agrees to take reasonable steps to protect any confidential information obtained by the API representative during witnessing activities, Applicant agrees that API shall not be liable to the Applicant for the unauthorized release any such information.
8. Applicant shall not use the name AMERICAN PETROLEUM INSTITUTE or the description “API,” or any API trademark or certification mark in any manner not explicitly authorized under the Perforator Design Registration Program, in any advertising, or to indicate API approval or endorsement of the Applicant’s products

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API 19B Perforator Witness & Registered Design Program

Part 2B – Witness Request Agreement

9. Applicant agrees not to make any misrepresentations concerning the testing, the test results, or API's role in the testing. Applicant agrees to hold harmless and indemnify API for any and all liability, loss, damage, cost, and expense which API 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 Applicant's equipment pursuant to this Agreement. Applicant further agrees to defend API, at Applicant's expense, against any and all such suits, claims, or proceedings.
10. 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 Applicant to pay applicable fees or witnessing costs) or with respect to the subject matter contained herein, API shall be entitled to recover reasonable attorney's fees and costs provided that it is the prevailing party.
11. Applicant agrees that API will not be liable to the Applicant 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 for more than one (1) month, Applicant may terminate this Agreement and receive as its sole and exclusive remedy a refund of the fees paid to API.
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.
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.
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 or to grant any right or remedy to any person or entity that is not party to this Agreement.
17. This Agreement shall be effective as of the date of signature of Applicant.
18. Items 1-10 and 12 survive termination or expiration of this Agreement.
19. The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective entities or agencies to execute this Agreement and to legally bind their respective entities or agencies as set forth in this Agreement

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API 19B Perforator Witness & Registered Design Program Part 2B – Witness Request 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

Debra M. Phillips
Vice President,
API Global Industry Services:



API 19B Perforator Witness & Registered Design Program

Part 3 – Registration Agreement

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

(hereinafter “Registrant”), a corporation of:

having its principal place of business at:

WHEREAS, API publishes and maintains the API RP 19B, Recommended Practices for Evaluation of Well Perforators and the associated Perforator Witness and Design Registration Program;

WHEREAS, Registrant desires to have its perforator test result(s) registered with API under the Perforator Design Registration Program;

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

1. Except as otherwise instructed by Registrant, Registrant understands and agrees that the Registration Data Sheet(s) completed and signed by the API representative at the time of the witnessed test(s) will be made available by API to the general public for review and use. Registrant waives any rights to this information and 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 obligation 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 Perforator Design Registration Program and API RP 19B, and whether the data accurately reflects the tests that were performed. Registrant recognizes that this program is only applicable to the tests that were actually witnessed by an API representative. If API determines that the witnessed test(s) do not conform to the program requirements, API may terminate this Agreement and refund the Registrant the Witnessing fee. The Registrant agrees that its sole and exclusive remedy shall be the return of the Witnessing fee.
3. Registrant agrees that API may make editorial changes to the Registration Data Sheet(s) that are ultimately provided to the general public and that API may include any disclaimers that it deems necessary on the published version of the forms.
4. Registrant shall not use the name AMERICAN PETROLEUM INSTITUTE, the description “API,” or any API trademarks or certification marks in any manner not explicitly authorized herein, in any advertising, or to indicate API sponsorship, approval, or endorsement of the Registrant's products.
5. Registrant agrees that the Registration Data Sheet(s) 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 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.
6. 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.
7. Registrant agrees to pay API the annual Renewal Fee, as set forth in Part 4 – Fee Schedule attached hereto, within thirty (45) days of receiving the invoice from API. Registrant agrees that API Fees may be revised annually if deemed necessary by API. All fees are payable in U.S. Dollars. Registrant agrees to comply with API Advisory #10: Invoicing and Payment Terms for API Invoices, dated November 8, 2016. Advisory 10 can be found at www.api.org/perforators.
8. 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.
9. Registrant agrees to notify API in a timely manner if it has evidence or information which indicates that its registered test(s) do not conform to API's requirements and/or API RP 19B. 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.

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API 19B Perforator Witness & Registered Design Program

Part 3 – Registration Agreement

10. 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. Registrant agrees that upon termination, Registrant may no longer indicate that its design(s) are registered with API.
11. 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.
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.
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.
15. 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.
16. Registrant agrees to comply strictly with API's Ethics Policy and API Advisory 7: Code of Conduct for API Monogram Licensees, APIQR Certified Organizations and Program Applicants. These documents are accessible at www.api.org/perforators under [Advisories & Updates](#). Registrant agrees to provide a copy of the API Code of Conduct to all Registrant employees responsible for any tasks relating to the perforator design system registration process, and to provide sufficient individual training to ensure compliance. Registrant understands and agrees that API may, in its sole discretion and at any time, deny an application or suspend or cancel a registration in the event that API determines that evidence exists of unethical conduct or a violation of the API Code of Conduct. In the event of such action, Registrant may further be ineligible for application for registration by API for a period of time to be specified by API.
17. **Trade Sanctions.** Registrant shall be solely responsible for:
 - (i) its compliance with applicable laws and regulations, and
 - (ii) monitoring any modifications to them.

Registrant agrees that it and its employees and agents will not export, re-export, transfer or disclose any product, service, or technical data provided under this Agreement, or otherwise engage in transactions involving API, directly or indirectly, in a manner contrary to the laws and regulations of the United States and other countries that do not conflict with U.S. law, relating to export, trade, or economic sanctions (including secondary sanctions), or to any country, entity or other party that is ineligible to receive such items under U.S. laws and regulations, including, but not limited to, regulations of the U.S. Department of Commerce or the U.S. Department of the Treasury.

Registrant specifically warrants that, except as authorized by U.S. law, it does not currently and shall not export, re-export or transfer any product, service, or technical data supplied hereunder to any country or party subject to embargo or restrictions under U.S. law or regulations, which as of the signing of this Agreement, include, but are not limited to:

- (a) countries subject to economic sanction under Executive Order of the President, regulations of the U.S. Treasury Department, or other U.S. law; and parties controlled by or acting for the governments of those countries (including, but not limited to: Cuba, Iran, Syria, North Korea, and the Crimea region of Ukraine);
- (b) parties identified by the U.S. government as prohibited or restricted from participating in export, financing, or equity transactions by any U.S. government agency (including but not limited to any party on the U.S. Department of the Treasury's "List of Specially Designated Nationals and Blocked Persons" and "U.S. Sectoral Sanctions Identifications List," any party on the U.S. Commerce Department's Denied Person's List or Entity List, and any party that is not itself specifically designated but that is 50% or more owned by one or more designated parties, or is otherwise acting on behalf of a designated party); and

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API 19B Perforator Witness & Registered Design Program

Part 3 – Registration Agreement

- (c) any party engaged in or supporting terrorism or the design, development, production, stockpiling or use of nuclear, chemical or biological weapons or missiles.

Registrant also warrants that no product, services, or technical data supplied hereunder will be used, either directly or indirectly, in, or in support of, exploration for, or production of, oil or gas in deepwater, Arctic offshore locations, or shale formations that are the target of U.S. sectoral sanctions regarding Russia or in the maintenance, expansion, construction, modernization, or repair of energy export pipelines by the Russian Federation (including, but not limited to, by applying the API Monogram to any product intended for use in such exploration, production, maintenance, expansion, construction, modernization, or repair). If Registrant's activities hereunder do not comply with statutory or regulatory requirements, Registrant agrees to take whatever corrective action (including product recall) that is deemed necessary by API to protect consumers or API in a time frame specified by API.

Registrant agrees that API may notify any third party of an improper or unauthorized use of the API mark(s) when, in the sole judgment of API, such notifications are necessary to protect consumers, the public, or for API's own protection, and API shall not be liable for any damages whatsoever resulting from such notification.

18. **Compliance.** Registrant agrees that it:

- (a) Will comply with all applicable laws governing bribery and corrupt practices, including but not limited to the U.S. Foreign Corrupt Practice Act;
- (b) Will not take any action in furtherance of bribery of a government official or employee, or any political party or candidate; and
- (c) Will not give or offer anything of value to any government official or employee, or any political party or candidate, for the purpose of:
 - i. Influencing or rewarding any act or decision of such official, employee, party or candidate, either directly, or indirectly through an agent or subcontractor;
 - ii. Inducing such official, employee, party or candidate to violate his or her lawful duty;
 - iii. Inducing such official, employee, party or candidate to influence any government or instrumentality thereof; or
 - iv. Securing any improper advantage for API.

For the purposes of this paragraph, employees of state-owned entities are considered "government officials or employees." Registrant agrees to notify API immediately if Registrant receives any information indicating a possible violation of the requirements of this paragraph. Registrant agrees that API may, at its sole discretion, immediately terminate this Agreement if API learns information which it determines, at its sole discretion, to be evidence of a breach by Registrant of any representation set forth in this paragraph, and that API shall not be liable for any damages alleged to be caused by such termination. Registrant agrees that they shall comply with and render all services under this Agreement in accordance with all other applicable federal, state and local laws and regulations.

19. 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.
20. 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.
21. 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.
22. Items 2, 4, 5, 7, 8, 9, 10, 11, 12, 15 survive termination, suspension, or expiration of this Agreement.
23. This Agreement shall be effective on the date that the test is witnessed by the API representative and will terminate on March 31 of the following calendar year. The Agreement will be automatically renewed each successive calendar year for an additional twelve (12) month period under the same terms and conditions, except as modified by API, provided that: the Registrant pays the annual renewal fee to API within the specified time frame, as set forth in Part 4 – Fee Schedule of the Application, incorporated herein by reference; has complied with all terms and conditions of the program; and has agreed to comply with any additional terms and conditions specified by API.
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 received by API at audits@api.org.

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API 19B Perforator Witness & Registered Design Program

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

Debra M. Phillips
Vice President,
API Global Industry Services:



API 19B Perforator Witness & Registered Design Program

Part 4 – Fee Schedule

I. Fees

A. Witnessing Fees

- (1) For each perforator test that you wish to have witnessed by an API representative, you must pay a Witnessing Fee of \$500 (USD).
- (2) The Applicant also pays any related Witness expenses, including travel time, airfare, taxi, rental car, or private car, plus accommodations, meals, parking, telephone, etc., plus an administrative fee.

You will be invoiced for the Application Fee and Witnessing Fee(s) by API within 60 days. All invoices must be paid within 45 calendar days of the date the invoice was issued. Please refer to API Advisory 10 – Invoicing and Payment Terms for API Invoices, accessible at www.api.org/perforators.

B. Renewal Fee

For each perforator registered design to remain in the publically available [API Composite List](#), Registrants must pay an annual Renewal Fee of \$250.00 (USD). You will receive a renewal notice in February of each calendar year listing the number of perforator registered designs listed in the [API Composite List](#). Failure to pay the Renewal Fee for the registered design(s) will result in removal of all registered designs from publically available [API Composite List](#) and will lead to suspension and possible cancellation of your perforator account.

C. Test Cancellations

If an Applicant cancels or postpones the date of an on-site witness after the date has been set and agreed to, a fee is payable under the policy set out below:

- (a) **Tests Cancelled or Postponed by Applicant any time after the test dates have been agreed upon:**
100% of associated non-refundable witness expenses (e.g., airfare)
- (b) **Tests Cancelled or Postponed by Applicant within fifteen (15) to thirty (30) calendar-days of scheduled test date:**
25% of projected witness day rate total, in addition to 100% of associated non-refundable witness expenses (e.g., airfare).
- (c) **Tests Cancelled or Postponed by Applicant within eight (8) to fourteen (14) calendar-days of scheduled test date:**
50% of projected witness day rate total, in addition to 100% of associated non-refundable witness expenses (e.g., airfare).
- (d) **Tests Cancelled or Postponed by Applicant within one (1) to seven (7) calendar-days of scheduled test date:**
100% of projected witness day rate total, in addition to 100% of associated non-refundable witness expenses (e.g., airfare).

NOTE: Cancellation fees do not apply when the test is cancelled or postponed due to acts of nature or due to extraordinary circumstances as determined by API.

CONTINUED >>

API 19B Perforator Witness & Registered Design Program

Part 4 – Fee Schedule

II. Payment Methods

Please include your Invoice Number with all payments

A. If You Are Paying By Check or Money Order include this Reference Number on your check: SS-2100-U9200-7110

API Perforator Witness & Design Registration Program

P.O. Box 1425
Merrifield, VA 22116-1425
USA

IMPORTANT NOTE: Send checks by courier services to:

API Perforator Witness & Design Registration Program

Attention: Financial Operations Department
200 Massachusetts Avenue, NW Suite 1100
Washington, DC 20001-5571
USA

B. If You Are Paying By Wire Transfer:

Please add an additional \$50.00 (**USD**) to the invoice(s) total to cover wire transfer fees. Submit your payment to:

TD Bank

1030 15th Street NW
Washington DC, 20005
USA

ABA Routing Number: 031101266
Reference Number: SS-2100-U9200-7110
SWIFT: NRTHUS33

For further credit to API

- Account Number: 4251303172
- API Tax Identification Number: 13-0433-430



Global Industry Services Certification Programs

API 19B PERFORATOR WITNESS & REGISTERED DESIGN PROGRAM

200 Massachusetts Avenue, NW Suite 1100
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USA

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