



API® Perforator

Objective proof you can get the job done.

Item

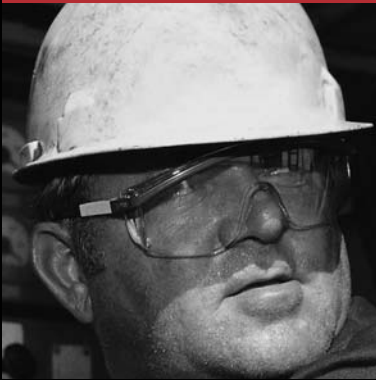
API Perforator Design Registration Program Application

Effective Date

May 1, 2005

Revision

05



The American Petroleum Institute Perforator Design Registration Program

Thank you for requesting information on the API Perforator Design Registration Program. By requesting an application for the API Perforator Design Registration Program, you've already shown you're willing to take an important first step toward improving processes and customer satisfaction. So fill out your application today. All the materials you need to apply for registration are included. If you have any questions, please contact one of our Associates by calling API at 202-962-4791. Or you can fax us at 202-682-8070.

As soon as we receive your application we'll begin processing it immediately. If you qualify, you'll be able to register your perforator system test data with API and have objective proof you can get the job done.



Contents:

Exhibit P/Part A

API Perforator Design Registration Program Requirements

Find out how API conducts the API Perforator Design Registration process and what is expected of both API and the applicant.

Exhibit P/Part 1

Application for Registration of Perforator Design

The complete application for API Perforator Design Registration including information on how to submit the application.

API Perforator Design Registration Agreement

Detailed information on the rules governing the API Perforator Design Registration Program.

Exhibit P/Part 2

Perforator Design Registration Witness Request Form

Detailed information on how to request an API representative to visit your facility and witness testing procedures.

API Perforator Design Witness Agreement

Detailed information on the rules governing the Registrant's role in the testing process.

Exhibit P/Part 3

Payment

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

Exhibit P/Part A: API Perforator Design Registration Program Requirements

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Registration

Registration of perforator system test data with API is voluntary. The registration process involves five steps:

1. Filing an Application Form and paying associated fees.
2. Arranging for an API representative to witness the test of a system.
3. Performing the testing of the perforating system according to the provision of API Recommended Practice 19B or a test of non-API RP 19B design with an API representative present.
4. Submitting the test results to API on a signed Registration Data Sheet.
5. Posting of the Registration Data Sheet on the API web site.

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 directly with the facility.

Test Cancellations

Facilities should notify designated API representatives and API of the planned cancellation of a test as soon as possible to avoid any charges. 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 must be witnessed and/or verified:

- Target consistency as required
- Charge selection from the minimum required
- Hardware is standard field equipment
- Gun loading, positioning, firing as required
- Measurement of hole penetration accurate
- Production QC data provided for review
- QC shots performed as required
- Test results provided to API representative

Optional Activities

Witnessing of the following activities is optional and the test is still eligible for registration:

- Target pouring*
- Compressive strength briquette preparation*
- Briquette compressive strength testing
- Burr height measurement

**Optional, provided a sample of the target casing and concrete are made available to the witness.*

Registration Data Sheet

For a test to be registered, the signed Registration Data Sheet must be submitted to API within thirty (30) days after the completion of the test.

Registration Data Sheet Renewal

The Registration Data Sheet will be removed from the API web site on January 31 of the year following the test if the system test is not renewed.

System Registrations

System registrations can be renewed six (6) times before the system test must be witnessed again.

Changes

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

Exhibit P/Part 1: Application for Registration of Perforator Design

Page 1 of 1

The information indicated below must be supplied as a part of all applications to the API Perforator Design Registration 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:

Name, Address, Telephone, E-mail, and Fax Number of Manager of Facility:

Name, Address, Telephone, E-mail, and Fax Number to whom API legal documents should be directed if other than Facility Manager:

By signing this application, you are agreeing to allow an API representative into your facility to witness the perforator design test 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 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 RP 19B must be worded in a fashion to denote that the 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.

(Applicant Company Name)

By:

(Signature of Authorized Company Official)

(Title of Authorized Company Official)

How to Submit this Application.

Submit both pages of this Application Form to:

American Petroleum Institute
Perforator Design Registration Program
1220 L Street, NW
Washington, DC 20005-4070
USA

Please Note: It is not necessary to complete Exhibit P/Part 1 after the initial application has been approved by API. Please submit only Exhibit P/Part 2, and the API Perforator Design Registration Agreement for subsequent Perforator Design Registrations.

See Exhibit P/Part 3 – Payment for important information on how to submit your payment.

For additional information, please telephone 202-962-4791, fax 202-682-8070, or visit our web site at: www.api.org/perforators.

API Perforator Design Registration Agreement

Page 1 of 2

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. Registrant understands and agrees that the Registration Data Sheet(s):

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 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 whether the data accurately reflects the tests that were performed. Registrant recognizes that the Registration Data Sheet 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 Registration Data Sheet does not conform to the program requirements, API may terminate this Agreement and refund the Registrant the registration fee. The Registrant agrees that its sole and exclusive remedy shall be the return of the registration fee.
3. Registrant agrees that API may make editorial changes to the Registration Data sheet 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.
5. Registrant agrees that the Registrant Registration Data Sheet 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 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.
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 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.
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.

Initial Here: _____

API Perforator Design Registration Agreement

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- 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 here to 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.** 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.
- 17.** 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.
- 18.** 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.

- 19.** Paragraph 2, 4, 5, 7, 8, 9, 10, 11, 12, 15 survive termination, suspension, or expiration of this Agreement.
- 20.** 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.
- 21.** 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) The Manager of Certification Programs, American Petroleum Institute, 1220 L Street, NW, Washington, DC 20005-4070, USA; (b) The Registrant at:

Applicant Use Only

Date: _____

By: _____
Name of Organization, Company or Individual

Signature of Authorized Officer

Title of Authorized Officer

API Use Only

American Petroleum Institute

Date: _____

By: _____
Manager of Certification Programs

API Perforator Design Witness Agreement

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Whereas, Registrant desires to have an API representative witness the testing of the Registrant's well perforator to verify conformance to the technical requirements of the API Perforator Registration Program, Registrant agrees to the follows terms:

1. In return for API providing a representative to witness the Registrant's test of a well perforator pursuant at the location and time listed in Part 2 of the API Perforator Design Registration Program Application (application), Registrant agrees to pay the fees specified in Part 3 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 Perforator Design Registration 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 representatives shall have access to the testing facilities, equipment, and documents in order to perform these audits and to verify compliance with the API Perforator Design Registration 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 Perforator Design Registration 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 standardization policy.
4. Although API agrees to take reasonable steps to protect any confidential information obtained by the API representative during this activity, the Registrant agrees that API shall not be liable to the Registrant for the unauthorized release any such information.
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.
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 for more than one (1) month, 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.

Initial Here: _____

API Perforator Design Witness Agreement

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- 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

Date: _____

By: _____
Name of Organization, Company or Individual

Signature of Authorized Officer

Title of Authorized Officer

API Use Only

American Petroleum Institute

Date: _____

By: _____
Manager of Certification Programs

Exhibit P/Part 3: Payment

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How To Determine Your Application Fee.

For each Perforator System you wish to have witnessed, you must pay an Application Fee. The Fee Schedule is as follows:

\$400.00 (U.S. Dollars) for each Perforator Design witnessed by API representatives, plus cost of witness. *(If multiple witnessed tests are applied for and are not performed for any reason, API will refund the \$400.00 for each of the systems not tested, except the initial \$400.00 Application Fee.)*

Renewal Fee.

In addition to the initial Application Fee, registrants will subsequently be assessed an Annual Fee of **\$200.00** (U.S. Dollars) for each registered design. Failure to pay the Renewal Fee will result in removal of the registered Perforator Design from publicly available data maintained by API.

Each December you will receive a renewal notice for each of the registered Perforator Designs. Each Perforator Design must be renewed each year by January 31 to remain in the publically available material maintained by API, including the API Perforator web site.

If You Are Paying By Check.

Submit your Application Fee along with this form to:

**American Petroleum Institute
Perforator Design Registration Program**
P.O. Box 1822
Merrifield, VA 22116
USA

Please indicate your check number here:

DO NOT SEND YOUR APPLICATION TO THE ADDRESS ABOVE!

Submit the Application Forms to:

American Petroleum Institute
Perforator Design Registration Program
1220 L Street, NW
Washington, DC 20005-4070
USA

If You Are Paying By Wire Transfer.

Submit your Application Fee to:

Citibank, F.S.B.
Washington, DC 20036-0967
ABA # 254070116 for further credit to
American Petroleum Institute
Account Number 6672 0060
Reference: #2526
API Tax Identification Number: 13-0433430

Please Note: It is not necessary to complete Exhibit P/Part 1 after the initial application has been approved by API. Please submit only Exhibit P/Part 2, and the API Perforator Design Registration Agreement for subsequent Perforator Design Registrations.

For additional information, please telephone 202-962-4791, fax 202-682-8070, or visit our web site at: www.api.org/perforators.

**Apply for the
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Today!**





American Petroleum Institute

**Helping You
Get The Job
Done Right.®**

**American Petroleum Institute
Certification Programs**

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