



INSTRUCTOR APPLICATION

Important: Submission of the WellCAP Instructor Application does not guarantee certification, but is only the initiation of the process for seeking certification by IADC. See WCT-01 WellCAP Handbook of Accreditation for details. The WellCAP Panel has authority to make the approval decision based on their Subject Matter Expertise (SME) knowledge.

INSTRUCTIONS: Use this form to detail an instructor’s credentials and qualifications. A complete résumé or curriculum vitae (CV) for each instructor should be included with this form, as needed. Complete a copy of this form for each instructor seeking approval to provide WellCAP instruction. **All submitted evidence should be for the period prior to renewal.**

SECTION 1—TYPE OF REQUEST

- Upgrade
 Initial
 Maintain
 Reinstate *(for previously approved instructors)*

SECTION 2—PERSONAL INFORMATION *(Please complete using full legal name)*

First (Given) Name	Middle Name	Last (Family) Name
<input type="checkbox"/> Male <input type="checkbox"/> Female	Street Address, City, State, and Zip Code:	
Country:	Phone Number:	
Email Address:	Date of Birth:	
Language:	Country of Birth:	
Employer or Training Provider:	Training Provider’s Number:	

SECTION 3—INSTRUCTOR COURSE OPTIONS *(Check all that apply)*

- LEVEL:** Supervisory
COURSE: Underbalanced Drilling
TYPE: Surface Stack

SECTION 4—EXPERIENCE AND QUALIFICATIONS *(Required for Supervisory Level.)*

UPGRADE	<p style="text-align: center;"><i>(Supply evidence of each.)</i></p> <input type="checkbox"/> 1.1 - Valid supervisory-level well control certificate industry-recognized school <input type="checkbox"/> 1.2 – Deliver 24 hours of well control lecture
INITIAL	<p style="text-align: center;"><i>(Supply evidence of each.)</i></p> <input type="checkbox"/> 2.1 - Valid supervisory-level well control certificate industry-recognized school <input type="checkbox"/> 2.2 - Deliver minimum 60 hours of monitored well control lecture <input type="checkbox"/> 2.3 - Provide 20 hours of well control simulator instruction <p style="text-align: center;"><i>(Choose one of the following and attach relevant evidence.)</i></p> <input type="checkbox"/> 2.4 - Bachelors or equivalent degree <input type="checkbox"/> 2.5 - Field Experience (attach résumé) <input type="checkbox"/> 2.6 – Certified Instructor <input type="checkbox"/> 2.7 – Classroom Experience (attach résumé)

Continued on the next page

SECTION 4—EXPERIENCE AND QUALIFICATIONS (Required for Supervisory Level.)(continued)

MAINTAIN	<p><i>(Must meet any 2 of the following – check all that apply & provide relevant evidence.)</i></p> <ul style="list-style-type: none"><input type="checkbox"/> 3.1 - 120 hours of well control lecture<input type="checkbox"/> 3.2 - 40 classroom hours of continuing education<input type="checkbox"/> 3.3 - Author & submit well control related paper<input type="checkbox"/> 3.4 - Author paper for publication and/or present a paper at a conference<input type="checkbox"/> 3.5 – Valid supervisory-level well control certificate from an industry-recognized training school
REINSTATE	<p><i>(Supply evidence of each.)</i></p> <ul style="list-style-type: none"><input type="checkbox"/> 4.1 - Valid supervisory-level well control certificate industry-recognized school<input type="checkbox"/> 4.2 - Deliver 24 hours of monitored well control lecture<input type="checkbox"/> 4.3 - Provide 4 hours of well control simulator instruction time monitored by an approved WellCAP instructor.

SECTION 5—APPROVAL/AUDIT POLICY AGREEMENT

The undersigned hereby attest(s) that all information contained in this document and all supporting documents are accurate and complete. Contingent on granting approval by the International Association of Drilling Contractors ("IADC"), the Instructor submitting this application ("Instructor") hereby agrees to the following conditions.

1. APPROVED INSTRUCTOR DUTIES

The Instructor voluntarily agrees to accept IADC's accreditation standards and to submit necessary information for participation as an approved Instructor in accordance with procedures set forth in the Handbook for Accreditation (WCT-01). The IADC may revoke this agreement and any approval if the Instructor fails to submit necessary supporting information and to abide by the accreditation standards.

2. APPROVAL DETERMINATION

The Instructor shall be deemed "approved" when the Instructor Panel has determined that the applicant meets Instructor standards and IADC has issued the Instructor a formal accreditation certificate, enabling the Instructor to publicly proclaim that they are in conformance with approval procedures and standards. The Instructor may publicly display the Instructor Certificate only during such period as the Instructor remains in conformance with the accreditation procedures and standards. The Instructor shall not display the certificate when nonconformance has been determined by IADC and approval has been withheld or withdrawn. The Instructor shall abide by the decision of IADC regarding conformance or nonconformance of the Instructor with applicable approval standards. The Instructor shall not permit the display or use of the certificate other than as permitted by IADC and the terms of this agreement and the accreditation procedures. The IADC may revoke this Agreement if the Instructor uses the certificate in contravention of this agreement, and the IADC may issue a public announcement to this effect in accordance with the provisions of the Handbook for Accreditation.

3. INSTRUCTOR APPROVAL PROCEDURES

Both IADC and the Instructor shall follow and be controlled by the procedures and rules regarding the formulation of standards, reporting of information, complaints, representation of Instructor status, display of accreditation certificates, and other matters to which this Agreement refers, as set forth in the Handbook for Accreditation developed and periodically reviewed and updated by IADC.

4. INSTRUCTOR'S GOOD FAITH CONFORMANCE

The Instructor shall use all practical means at his/her disposal continuously to assure that the services he/she provides fully conform with the applicable approval standards at all times.

5. RIGHT TO AUDIT

When an audit of an Instructor is required, requested, or otherwise deemed necessary or desirable by IADC, IADC will notify the Instructor of the approximate dates of an audit. If an audit is declined and cannot be scheduled to the mutual agreement of IADC and the Instructor, the Instructor will be placed on Probation/Suspension. Upon scheduling an audit, IADC selects, from a list of names it has approved, the auditor(s). Detailed arrangements for the audit are made through direct contact between the Instructor and the auditor(s).

6. CHARGES OF INSTRUCTOR NONCONFORMANCE

The Instructor agrees that, if a claim of nonconformance with approval/accreditation procedures or standards is filed against the Instructor, the Instructor will promptly work to satisfactorily resolve the nonconformance. The Instructor or the company contracting the Instructor or company the Instructor is directly affiliated with, agrees to reimburse IADC for any expenses related thereto, unless the claim was filed by another Provider and is found to be without merit, in which case the charging Provider shall reimburse IADC.

7. APPROVAL REPRESENTATION

When reference is made to Instructor approval at any time, only the following shall be referred to or used: 1) The term "IADC Approved"; 2) An official certificate or stamp issued by IADC, provided such certificate or stamp shall be printed in full, without alteration of any kind; or 3) An approved version of the IADC logo and trademark owned by IADC and whose nonexclusive use by the Instructor is hereby licensed to the Instructor upon official notification that the Instructor has received approval. IADC shall have the right to notify the Instructor of any material used or issued by the Instructor that IADC considers to be misleading to the public in regard to any reference to IADC or to the Instructor's approval, and the Instructor agrees on receipt of notice from IADC to terminate use of such materials and take such other steps as IADC may deem appropriate in the public interest.

8. INDEMNIFICATION AND HOLD HARMLESS

The Instructor agrees to indemnify and hold harmless IADC, the Panel, and IADC's directors, officers, members, employees and agents from and against any and all liability, loss, damages, costs, or expenses, including reasonable attorney's fees, which they may incur, suffer, or be required to pay by reason of, or in consequence of, Instructor's actions, or breach of this Agreement or any acts or omissions of IADC or the Panel in respect to the right granted hereunder to obtain and to represent approved status or to display formal approval certificate, or that may be sustained or incurred in making any investigation on account of any claim, loss, cost, damage, or expense, or in defending or prosecuting any action, suit, or other proceeding that may be brought in connection therewith, or in enforcing any of the obligations herein contained, or in obtaining a release from liability in connections therewith.

9. DISCIPLINARY ACTIONS AGAINST INSTUCTORS

IADC may, at its sole discretion, bring disciplinary action against any IADC-approved Instructor. Disciplinary action may be for a specified time period or indefinite. Disciplinary actions include, but are not limited to, Probation, Suspension, and/or Certificate Revocation. Disciplinary actions are not meant to be sequential. IADC may, at its sole discretion, move directly to Suspension or Revocation, depending on severity of the infraction.

IADC may return the Instructor to the certificate status held prior to the disciplinary action after the issues prompting disciplinary action are resolved. IADC, at its sole discretion, may choose not to return the Instructor to the certificate status held prior to the disciplinary action and may temporarily or permanently revoke the Instructor's certificate. If the disciplinary action is Probation or Suspension, failure of the Instructor to take remedial actions requested by IADC will result in additional disciplinary action taken against the Instructor. Ultimately, revocation will result if the Instructor fails to act or takes insufficient steps to resolve the issue in the timeframe specified.

Reasons for Disciplinary Actions include, but are not limited to, the following:

- Failure to abide by accreditation standards
- Failure to resolve a complaint issued against the Instructor
- Failure to follow quality control procedures
- Cheating, conducting components of the program fraudulently, and/or compromising the quality of the program

9A. Probation

Any Certified Instructor may be placed on Probation by IADC at any time. An Instructor on Probation may continue teaching classes scheduled during the Probation period.

Placing an Instructor on Probation is a warning that, if the Instructor does not correct all deficiencies noted by IADC, the Instructor will be subject to further disciplinary actions up to and including Revocation of certification.

The Instructor must resolve all issues identified in the disciplinary action and supply IADC evidence of such actions.

9B. Suspension

Any Instructor may be suspended by IADC at any time. A Suspended Instructor will not be permitted to teach at any IADC accredited Training Provider. A Suspended Instructor's access to all IADC databases will be suspended for the duration of the Suspension.

The Suspended Instructor must resolve all issues identified in the disciplinary action and supply IADC evidence of such actions. Upon resolving all issues, IADC may reinstate the Instructor.

Failure to resolve all issues for which the Suspension is in place will result in the Instructor's Certification being permanently revoked.

9C. Instructor Revocation

Any Instructor may have his or her certificate revoked by IADC at any time. IADC will immediately notify the Instructor when a decision to revoke his or her certificate has been made. Following notification, IADC will remove the Instructor's access to the ACD database.

Upon revocation of certification, the Instructor must do as follows:

- Cease all IADC-related teaching activities immediately upon notification of revocation.
- Destroy the ACD-issued *WellCAP* Instructor's Certificate.

10. MISCELLANEOUS

10A. Resolution of Disputes and Forum Selection Clause

Any dispute arising out of or relating to the IADC *WellCAP* Program, its policies and procedures, or its administration shall be resolved in the following manner:

1. First, by notifying IADC of the dispute in writing and by requesting non-binding mediation. The mediation shall take place in Houston, Texas, unless otherwise agreed to by IADC. The mediation request shall include a brief narrative explaining the basis for the dispute, list of three neutral mediators, and the relief requested. IADC shall have twenty (20) days from receipt of a Mediation Request to pick a mediator from the list provided. The costs and expenses of any such mediation, including compensation and expenses of the mediator, shall be the responsibility of each party to the mediation.
2. Next, if the dispute cannot be resolved within sixty (60) days of the notice of mediation, then the dispute may be brought in the courts of the State of Texas. Specifically, the venue shall be in Harris County, Texas.

10B. Limitation of Liability

IN NO EVENT SHALL IADC BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES ARISING OUT OF ANY DISCIPLINARY ACTION, INCLUDING, BUT NOT LIMITED TO, ALLEGED LOST PROFITS, LOST BUSINESS

OPPORTUNITY, LOSS OF REPUTATION, PUNITIVE DAMAGES, AND/OR ATTORNEYS' FEES. THIS LIMITATION APPLIES TO ANY CLAIM OR CAUSE OF ACTION, HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, BREACH OF CONTRACT, OR ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT, OR EQUITY, REGARDLESS OF WHETHER IADC HAS BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OR ANTICIPATED SUCH LOSS OR DAMAGES.

For as long as the Instructor remains in conformance with the standard and all related policies, this Agreement shall be effective on the date of issuance of the *WellCAP* Instructor Certificate to the Instructor and shall be renewed automatically upon determination of continued conformance as determined through completion of a periodic audit.

Signature of Instructor (Applicant):

Date:

Printed or typed name of Instructor (Applicant):

First (Given) Name

Middle Name

Last (Family) Name

Company Name: