

# Accreditation Program of Safety Audit Agreement

This HAI Accreditation Program of Safety (HAI-APS) Audit Agreement, dated as of \_\_\_\_\_, is made by and between \_\_\_\_\_, Helicopter Association International (HAI), and the assigned HAI-APS Auditor. The parties hereto agree as follows:

### Scope of HAI-APS Audit

- HAI-APS Accreditation and IS-BAO Registration
- HAI-APS Accreditation Only (already IS-BAO Registered)

- Initial Audit
- Renewal Audit

### Number of Helicopter Bases

- 1-3 Bases
- 4-8 Bases
- 9+ Bases

Audit Event	Initial	Renewal
Aerial Application	<input type="checkbox"/>	<input type="checkbox"/>
Aerial Filming or Photography	<input type="checkbox"/>	<input type="checkbox"/>
Air Tour Operations	<input type="checkbox"/>	<input type="checkbox"/>
Airborne Law Enforcement	<input type="checkbox"/>	<input type="checkbox"/>
Corporate and VIP Transportation	<input type="checkbox"/>	<input type="checkbox"/>
Electronic News Gathering	<input type="checkbox"/>	<input type="checkbox"/>
External Load and Heavy Lift	<input type="checkbox"/>	<input type="checkbox"/>
Flight Training	<input type="checkbox"/>	<input type="checkbox"/>
Heli-Skiing	<input type="checkbox"/>	<input type="checkbox"/>
Helicopter Air Ambulance	<input type="checkbox"/>	<input type="checkbox"/>
Offshore Operations	<input type="checkbox"/>	<input type="checkbox"/>
Pipeline and Power Line	<input type="checkbox"/>	<input type="checkbox"/>
Wildlife Management and Mustering	<input type="checkbox"/>	<input type="checkbox"/>

The audit shall consist of the following activities:

1. Optional HAI-APS Staff remote review of data prior to audit.
2. A pre-audit review and video/teleconference with auditor.
3. An on-site conformity inspection at the Operator's primary base of operations by the HAI-APS auditor.

The HAI Regular Operator Member shall provide full access to information, documents, materials, records, data, facilities equipment, and personnel, as requested by the HAI-APS Staff that are required to complete the audit.

Upon completion of the audit, HAI-APS shall provide the HAI Regular Operator Member with an audit report that sets forth its findings and recommendations, as defined by the HAI-APS standards.

### Terms of Payment

The total cost of the audit will be paid in two installments. The HAI Regular Operator Member agrees to pay HAI within 14 days of signing this form the sum of 50 percent of the total audit fee, with the remaining 50 percent due to HAI 14 days after the audit out briefing is complete. Failure to meet the agreed-to terms of payment will necessitate postponement of the audit or award of certificate of accreditation.

The total audit fee is \_\_\_\_\_ Fifty percent

is due to HAI on or before this date:

The remaining 50 percent of the audit fee plus invoiced actual per diem travel expenses is due to HAI 14 days after receipt of invoice.

### Conflict of Interest

Authorized auditors may not conduct an HAI-APS audit of an HAI Regular Operator Member with which they are affiliated, directly or indirectly, or for which they have provided any services within the previous two years, or in which they have an interest, financial or otherwise.

Should a potential conflict of interest be identified, the auditor and/or HAI Regular Operator Member shall immediately notify the HAI-APS Staff in writing at [safety@rotor.org](mailto:safety@rotor.org), specifying the parties involved and the nature of the conflict.

HAI-APS Staff will evaluate all conflicts of interest reports and will provide a decision to all parties. Any of the involved parties may submit an appeal of the decision to the HAI President. The decision of the HAI President will be final.

### Dispute Resolution

Should a dispute arise between any of the parties involved in the audit, the complainant will notify the HAI-APS Staff in writing. The notification must include:

- The nature of the dispute
- The outcome desired by the complainant.

The HAI-APS Staff will arrange for the parties to meet, either in person or via electronic communication, within 14 days, to review the issue and make a good faith effort to resolve the dispute through negotiation.

Where the parties are unable to resolve the dispute within 30 days of notification, the HAI President will mediate the dispute. In all cases, the HAI President will make the final decision regarding the dispute. This decision will be made within 60 days of the complainant’s initial notification.

**Auditor Assignment**

Auditors will be assigned to an audit by the HAI-APS Staff, considering factors such as the scope of the audit, auditor experience in the mission(s) to be audited, the size and complexity of the operation to be audited, geographic location(s), and language and cultural considerations.

An HAI Regular Operator Member or auditor may request a change of auditors if either party feels there is compelling reason to do so. Request for a change of auditor must be made in writing to the HAI-APS Staff at [safety@rotor.org](mailto:safety@rotor.org) and must be supported with justification for the change. Final auditor assignments are determined by the HAI-APS Staff.

**Confidentiality**

Audits conducted for accreditation are considered confidential. As such, audit records and reports will not be released to any third party by the HAI-APS Staff or auditors, absent permission of the HAI Regular Operator Member that is the subject of the audit record and report, subpoena issued by a court of competent jurisdiction, court order or compulsion.

In the event a third party seeks audit information, HAI-APS Staff will strive to provide advance notice to the audited HAI Regular Operator Member to permit challenges to disclosure. The HAI-APS Staff will take reasonable measures necessary to maintain security of the audit records and reports it retains.

**Disclaimer and Hold Harmless**

The HAI-APS is intended to help HAI Regular Operator Members adopt and maintain industry best practices. Accreditation under the HAI-APS confers no rights or privileges to HAI Regular Operator Members unless expressly stated in the *Accreditation Program of Safety Manual*.

Additionally, the HAI Regular Operator Member accredited under the HAI-APS agrees to indemnify and hold the HAI-APS Auditor (who is an independent contractor and not an employee or agent of HAI) harmless from and against any liability arising from or relating to such accreditation. HAI-APS Auditor agrees to indemnify and hold HAI and its directors, officers, employees, and designated representatives harmless from and against any liability arising from or relating to their audits and/or any accreditation resulting from those audits. HAI Regular Operator Member and HAI-APS Auditor further acknowledge that they have each read the Accreditation Program of Safety Manual and agree to comply with its terms.

**Acknowledgments**

The HAI Regular Operator Member understands and acknowledges that the findings and recommendations included in the audit report are based upon the information gathered at the time of the audit. The HAI Regular Operator Member understands and acknowledges that the audit report is of an advisory nature only and that any reliance on the audit report is at the HAI Regular Operator Member’s own risk. An HAI Regular Operator Member’s accreditation will remain in effect for the specified program duration unless suspended or revoked for cause.

**Signatures**

HAI Regular Operator Member (Company Representative)	Company Name	Date
HAI-APS Auditor	Company Name	Date
HAI-APS Staff	Helicopter Association International	Date