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# TOPS Auditor/Operator Agreement - 2020

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| **Operator** | |  | **Auditor** | | |
| Name |  |  | Name |  | |
| Address |  |  | Address |  | |
|  |  |  |  |  | |
|  |  |  |  |  | |
| Telephone |  |  | Telephone |  | |
| e-mail |  |  | e-mail |  | |
|  |  |  |  |  | |
| Contact Person | |  | Type and Number of Aircraft Operated | |
| Name |  |  |  | |
| Position |  |  |  | |
| Telephone |  |  |  | |
| e-mail |  |  |  | |

1. The Auditor offers professional audit services as an independent contractor.
2. The operator confirms that they hold a copy of the current TOPS Program of Safety.
3. The operator agrees to provide the auditor with access to all of their company manuals directives and records that are, in the auditor’s judgment, necessary to confirm that the operator’s safety management system is in conformity with the requirements of TOPS (Tour Operators Program of Safety).
4. The operator and auditor agree that the TOPS Board of Directors, acting on the report of the auditor, shall be the sole judge as to whether the operator’s safety management system is in conformity with the TOPS requirements.
5. The operator and the auditor agree that the audit protocols and any audit findings are an integral part of the audit report and as such, must be provided to the TOPS Audit Committee with the audit report.
6. TOPS and the auditor agree to hold confidential any information gained during the audit except that “Best Practices” and “Recommendations” may be distributed to the membership in a sanitized form and may be used to improve the TOPS Program of Safety. In the case of an audit of the holder of, or an applicant for, a TOPS Membership, the auditor is obligated to report to TOPS any instances where the operator is not in compliance with TOPS requirements.
7. The auditor and operator agree to comply with the 2018 TOPS Audit Requirements and Procedures, attached.
8. The Auditor shall be paid per the 2018 TOPS Auditor Fees and Expenses.
9. During the term of this agreement, TOPS Auditors agree to conduct TOPS Audits only for TOPS members and approved applicants. TOPS Auditors cannot use the TOPS Audit to conduct an audit for any other operator.
10. The operator indemnifies, fully protects and holds harmless the auditor and TOPS against or from all direct or indirect losses, costs, liabilities, deficiencies, damages, interests, penalties and expenses, including legal costs arising as a consequence of any proceedings, claims, liens and demands by any person whatsoever against the auditor or TOPS that arise out of, as a result of, or in any way relating to the audit services provided pursuant to this agreement. This indemnity survives the termination of this agreement.
11. The term of this agreement is for the calendar year 2019.

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| --- | --- | --- | --- | --- |
| **Auditor** | |  | **Operator Representative** | |
| Name |  |  | Name |  |
| Signature |  |  | Signature |  |
| Date |  |  | Date |  |
|  |  |  |  |  |