AIR Standards Council Charter & Neutrality Guardrails

Standard: AIR-VS (AIR Vendor Standard) · **Program:** AIR Certified **Governing body:** The AIR Standards Council **Status:** Foundational charter · Version 1.0 **Applies to:** Certification of AI vendors and tools across all industries

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1. Purpose

The AIR Standards Council ("the Council") exists to do one thing: hold the AIR-VS standard, and decide — independently of commercial interest — whether a given AI vendor or tool meets it.

AIR Certified gives a vendor a public badge signaling that its tool clears a credible trust bar for being placed near an organization's real work and real data. That badge is worth exactly what the standard behind it is worth, and not one cent more. The moment the certification verdict can be bought, pressured, or quietly bent, the badge is worthless and the program has failed at its only job.

The Council is the structural guarantee that this does not happen. It owns the criteria, it owns the verdict, and it owns the bright line. Nfinit Monkeys ("the Firm") operates the assessment machinery and carries the AIR Index brand, but the Firm cannot grant a pass, block a fail, or reverse a revocation. That separation is the product.

This charter is written to be **non-severable**: the guardrails in Sections 4 through 11 are conditions of the standard's existence, not features that can be removed while keeping the name. Strip a guardrail and what remains is not AIR-VS.

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2. Scope and Relationship to the AIR Index

AIR-VS and AIR Certified are **industry-agnostic**. The standard assesses AI tools sold into any sector; the vendor-trust dimensions it measures are universal. Independent agencies are the launch beachhead — the first cohort, where the pain is acute and the audience is reachable — not the boundary of who the standard serves.

AIR Certified is a **separate track** from the AIR Index organizational readiness assessment. The two share the AIR Index brand and standards lineage but are firewalled in operation (Section 7):

- **The AIR Index** assesses an *adopting organization's* readiness across five pillars and ends in a roadmap. It recommends no specific vendors.
- **AIR Certified** assesses a *vendor's tool* against the public AIR-VS criteria and yields a pass/fail verdict published to a public registry.

The Council governs the AIR-VS standard and the AIR Certified verdict. It does not govern the Firm's advisory practice, except to enforce the firewall obligations the advisory practice owes to the standard.

3. Composition and Independence

3.1 Independence requirements (hard conditions)

Council membership is conditioned on independence from the Firm's certification economics:

- **No equity.** No Council member may hold equity, options, or any ownership-like interest in Nfinit Monkeys.
- **No cert-revenue dependence.** No Council member's compensation, livelihood, or organizational funding may depend on certification volume, pass rates, or certification revenue. Council service is compensated as fixed, modest honoraria for time — never as a share of, or bonus tied to, certification income.
- **No vendor capture.** No member may hold a controlling or compensated advisory relationship with a vendor while that vendor is under assessment or holds (or seeks) AIR Certified status (see Section 9 recusal rules).

The Firm funds the Council's operating costs (honoraria, administration) through a ring-fenced budget that is **fixed in advance and not indexed to certification volume or revenue**. The Council's funding does not rise when more vendors pass.

3.2 Composition

The Council seats practitioners and experts who can read the standard against reality, deliberately balanced so no single constituency can capture the verdict. Minimum standing composition:

- **Practitioner seats (agency / industry):** Operators who actually deploy AI tools near real work and data. The launch cohort weights toward independent-agency practitioners; as the standard moves into new verticals, practitioner seats broaden to match. These seats keep the criteria grounded in operational truth, not theory.
- **Standards / academic seat:** A standards-body or academic member responsible for methodological rigor, versioning discipline, and defensibility of the criteria — the seat that asks "is this measurable, repeatable, and fair?"
- **Procurement / risk seat:** A procurement, security, or risk professional who represents the *buyer's* trust question — data handling, vendor risk, contractual and governance exposure — the seat that asks "would I let this tool touch my data?"

No single member, and no single constituency, holds a majority sufficient to force or block a verdict alone. A Council **Chair** is elected from among the members to run process; the Chair has no override power over a verdict (Section 5).

Members serve fixed, staggered terms to preserve continuity while preventing entrenchment. The Council publishes its current roster and each member's relevant affiliations.

4. Powers of the Council

The Council holds, exclusively and finally:

1. **Ownership of the criteria.** The Council owns the AIR-VS criteria and methodology — what is assessed, how it is scored, and what constitutes a pass.
2. **Methodology versioning.** The Council owns versioning of the standard. Each certification is stamped with the standard version under which it was assessed (e.g. AIR-VS v1.2). Criteria changes are versioned, dated, and published with rationale. A vendor is held to the version in force at assessment until re-assessment.
3. **Final authority over pass/fail.** The verdict on any assessment is the Council's, made against the published criteria on the evidence in the assessment record. The Firm presents findings; the Council decides.
4. **Final authority over revocation.** The Council may revoke an existing certification for cause — material change in the tool, post-assessment discovery, misuse of the badge, or breach of certification terms — and its revocation is final.
5. **Non-overridability.** The Firm cannot overturn, soften, expedite, or veto a Council verdict or revocation. There is no commercial appeal. A vendor's only recourse on a fail is to remediate and pay for a new assessment (Section 6); its only recourse on a revocation is the Council's own published reconsideration process, decided by the Council on the merits.

The Council documents the evidentiary basis for each verdict. Verdicts are decisions of record, not negotiations.

5. The Firm's Role (and Its Limits)

The Firm operates the assessment: it intakes applicants, runs the labor of assessment against the Council's criteria, assembles the evidence record, and presents findings. The Firm carries the AIR Index brand and the cost of running the machinery.

The Firm **cannot**:

- grant or promise a pass;
- block, delay, or dilute a fail;
- overturn or stall a revocation;
- alter the criteria (only the Council may);
- offer expedited, premium, or preferential paths to a favorable verdict.

If the Firm and the Council disagree on a verdict, the Council's verdict stands. This limit is the whole point: the entity that gets paid does not get to decide.

6. Money Rules

The fee is for **scrutiny, not the verdict** — the UL model. You pay to be assessed; you do not pay to pass.

- **Flat and public.** The assessment fee is a single published number, the same for every applicant. It is posted openly, not quoted privately.
- **Labor-based, not size-based.** The fee is priced to the *labor of assessment*, not to the vendor's revenue, size, or ability to pay. A large vendor and a small vendor pay the same fee for the same assessment work.
- **Non-contingent.** The same fee applies pass or fail. The fee is never contingent on the outcome, and there is **no refund on a fail** — the work was performed either way.
- **No recurring fee, ever.** There is **no listing fee, no license fee, no annual renewal, no maintenance subscription** for holding the badge. Certification revenue is one-time assessment labor, full stop.
- **Re-assessment, not renewal.** Certification expires after a defined period. Expiry triggers **re-assessment** — new work, new evidence, a new fee for new labor — not a renewal payment to keep a badge alive. There is no path by which a vendor pays merely to stay listed.
- **The invoice says "assessment."** Billing language reflects the truth of the transaction: the vendor purchased scrutiny.

These rules exist so that no revenue stream ever depends on a vendor *passing* or *remaining* certified — only on assessment being *performed*. That is what keeps the verdict honest.

7. Publication and Registry Rules

7.1 Public registry of passes

Vendors that meet the bar are listed on the **public AIR Certified registry**, which records: vendor and tool, the AIR-VS version assessed against, the certification date, and the expiry/re-assessment date. The registry is the single authoritative source of truth for certification status. A badge means nothing unless the registry confirms it.

7.2 Private individual failures

Individual failures are **not published**. A vendor that fails is not named as having failed. This is deliberate: vendors will only submit to genuine scrutiny if failing privately is survivable. Naming failures would empty the applicant pool and hollow out the standard.

7.3 Published aggregate pass-rate per cohort

The **aggregate** outcome of each assessment cohort **is published**: "Assessed N tools this cohort; M met the bar." A badge that nobody fails is worthless — visible selectivity is what gives the pass meaning. The Council publishes the cohort pass-rate and reserves the right to publish methodology notes explaining notable shifts. (Comparable bars publicly reject a substantial share of applicants; the aggregate is where that rigor becomes legible.)

7.4 Consent terms

Applicants agree up front, in writing, to these publication terms as a condition of assessment:

- a **pass** consents to public registry listing;
- a **fail** is held in confidence as to the vendor's identity;
- **all outcomes** feed the anonymized cohort aggregate;
- the Council may publish **revocations** and their general grounds, because a withdrawn pass that stayed visible would mislead buyers.

No vendor may purchase suppression of the aggregate or buy its way off a revocation notice.

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8. The Advisory Firewall

The Firm's organizational advisory practice (the AIR Index) and the certification of vendors are firewalled so that neither can be used to launder the other.

- **Recommend no vendors.** The AIR Index advisory recommends **no specific vendors — certified or not.** It uses **vendor-blind criteria**: advice is framed around capability requirements and selection criteria the client applies themselves, never a named shortlist.
- **The registry is consulted independently.** Certification status lives **only** on the public registry, which the buyer consults on their own initiative. The advisory never points a client toward a certified vendor; the buyer goes to the registry themselves.
- **Recusal. No advisory engagement runs concurrently with assessment of the same vendor.** The Firm may not assess a vendor while advising that vendor, and may not advise an organization on a selection in which it is simultaneously assessing a candidate vendor. Concurrency is barred, not merely disclosed.
- **Disclosure is hygiene, not defense.** Disclosing a relationship does **not** cure a conflict. Disclosure is the minimum baseline; the actual remedy is **structural separation and recusal**. "We told you" is never a substitute for "we recused."

The firewall protects the moat: the Firm's value is *"your AI strategy, not your AI tools."* The day the advisory becomes a funnel to certified vendors, the neutrality — and the franchise — is gone.

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9. Conflict-of-Interest Policy

9.1 Assessors

- Assessors must **disclose**, before being assigned, any financial, employment, advisory, or personal relationship with the vendor under assessment or its direct competitors.
- An assessor with a material conflict is **recused** from that assessment — disclosure alone does not qualify them to proceed.
- Assessors may **not** hold equity in, or contingent compensation from, any vendor they assess, and may not accept anything of value from an applicant beyond the published fee paid to the Firm.
- Assessor compensation is **never tied to outcomes** — not to passes, not to throughput in a way that pressures leniency.

9.2 Council members

- Council members **declare** their relevant affiliations on joining and update them continuously; the roster of affiliations is **public**.
- A member with a material interest in a specific vendor's verdict — equity, compensated advisory, board role, or close personal tie — **recuses** from that vendor's pass/fail and revocation decisions and is walled off from the deliberation.
- The independence conditions of Section 3.1 (no Firm equity, no cert-revenue dependence) are **continuing** obligations; a member who falls out of compliance must cure it or leave the Council.
- No member may use Council position, non-public assessment information, or knowledge of the criteria pipeline for private gain or to advantage any vendor.

The standard for both assessors and members is the same: **recusal over disclosure, structure over promises.**

10. Badge License, Misuse, and Enforcement

10.1 License

A pass grants a vendor a **limited, revocable, non-transferable license** to display the AIR Certified badge, scoped to:

- the **specific tool** assessed (not the vendor's whole portfolio);
- the **standard version** assessed against;
- the **validity period** until expiry/re-assessment.

The badge must be displayed truthfully — naming the certified tool and linking to the registry entry — and may not be presented as Council or Firm endorsement of the vendor as a whole.

10.2 Misuse

Misuse includes, without limitation: displaying the badge on uncertified products; claiming certification after expiry or revocation; misstating the version, scope, or date; implying a broader endorsement than the verdict supports; or any use that misleads buyers about what was assessed.

10.3 Enforcement

- Misuse is grounds for **revocation** by the Council and immediate termination of the badge license.
- On expiry, revocation, or termination, the vendor must **cease all display** of the badge and remove all claims of current certification; the registry is updated to reflect the change.
- The Council may **publish a revocation** and its general grounds where continued public belief in a withdrawn certification would mislead buyers (Section 7.4).
- Enforcement authority over revocation rests with the **Council**, not the Firm — consistent with Section 4. The Firm administers takedown and registry updates; it cannot pardon a misusing vendor the Council has moved against.

11. The Bright-Line Shutdown Rule

> **Charter Clause — Bright Line (non-severable).** Neutrality is the franchise. The certification is expendable. If certification revenue — its volume, the loss of a particular vendor's fee, the threat of a vendor walking, or any commercial pressure traceable to the money — ever creates pressure to **pass a vendor that should fail under the published criteria**, or to **retain or reinstate a certification that should be revoked**, the standard does not bend. The vendor fails, or stays revoked. If that pressure cannot be resolved while keeping the standard intact — if the only way to keep the program alive is to let the verdict be bought — then **the program shuts down.** AIR Certified ends before AIR-VS bends. No revenue target, no growth plan, no investor expectation, no single large applicant, and no decision of the Firm overrides this clause. The Council is empowered — and obligated — to **suspend new certifications or wind down the program entirely** rather than permit a verdict to be sold. Invoking this clause is a legitimate and protected act of governance, not a failure of it. The standard is the asset. The badge is only ever worth what the standard is worth. The day they come into conflict, the standard wins and the badge is surrendered.

12. Amendment and Non-Severability

- The **independence requirements (Section 3.1), the money rules (Section 6), the publication rules (Section 7), the advisory firewall (Section 8), and the bright-line clause (Section 11) are non-severable.** They may not be removed, suspended, or materially weakened while the program continues to use the AIR-VS / AIR Certified name. A program that drops any of them is not AIR Certified, whatever it calls itself.

- Other provisions may be amended by the Council through its published versioning process, with rationale recorded and the change dated.
- The Firm has **no power to amend this charter** to expand its own authority over verdicts, criteria, or revocation. Amendments that would do so are void.

The AIR Standards Council owns the standard. The Firm runs the assessment and carries the cost. The buyer consults the registry. Money pays for scrutiny, never for the verdict. And the day those roles blur, the program ends before the standard does.

Figures describing comparable programs' selectivity are illustrative and used to explain the model, not as quoted statistics.