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# **Code of Professional Conduct (CoPC)**

## **V 2.3**

**Cybersecurity Maturity Model Certification  
(CMMC) Accreditation Body**

**For Individuals, Entities,  
and Industry Working Group Members within the CMMC Ecosystem**

This CoPC applies to the following individuals, entities, and groups within the CMMC Ecosystem. This CoPC also applies to entities other than the CMMC-AB who provide instruction, materials, or certification on behalf of the CMMC-AB:

- CMMC-AB Certified Professional (CP)
- CMMC-AB Certified Assessor (CA)
- CMMC-AB Certified Instructor (CI)
- CMMC-AB Certified Master Instructor
- CMMC-AB Certified Quality Auditor (CQA)
- CMMC-AB Certified Third Party Assessment Organization (C3PAO)
- CMMC-AB Registered Practitioner (RP)
- CMMC-AB Registered Provider Organization (RPO)
- CMMC-AB Licensed Partner Publisher (LPP)
- CMMC-AB Licensed Training Providers (LTP)
- Other CMMC-AB licensed providers
- Other entities with a CMMC relationship
- CMMC-AB Industry Working Group Members

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# 1. Introduction

## 1.1 Purpose

The Code of Professional Conduct (CoPC) sets expectations for those CMMC-AB credentialed individuals and entities that are authorized to deliver CMMC services under license from the CMMC Accreditation Body (CMMC-AB). It also sets expectations for those Registered Practitioners (RPs) and Registered Provider Organizations (RPOs) that deliver unlicensed non-certified services that choose to register with the CMMC-AB, and other individuals and entities with a relationship to the CMMC-AB. The Code is also binding on those persons that deliver services within entities that are licensed or otherwise authorized by the CMMC-AB.

This CoPC represents the performance standards by which the roles of the CMMC eco-system will be held accountable, and the procedures for addressing violations of those performance standards.

This Code helps members in situations where we may be asked to compromise our values and integrity.

The Cybersecurity Maturity Model Certification (CMMC) eco-system model itself is created and managed by the Department of Defense to enhance the protection of controlled unclassified information. CMMC model framework organizes processes and cybersecurity best practices into a set of domains.

## 1.2 Affected Persons and Entities

The Code of Professional Conduct applies to:

1. Credentialed individuals and those applying for the following credentials issued by the CMMC-AB:
  - CMMC-AB Certified Professional
  - CMMC-AB Certified Assessor
  - CMMC-AB Certified Instructor
  - CMMC-AB Certified Master Instructor
  - CMMC-AB Certified Quality Auditor
2. Entities licensed by the CMMC-AB to employ or engage Credentialed individuals to conduct assessments, and entities applying for accreditation:
  - Certified Third Party Assessment Organization (C3PAO)
3. Individuals and entities that register for inclusion in the CMMC-AB's directory of Credentialed Individuals and entities:
  - CMMC-AB Registered Practitioner
  - CMMC-AB Registered Provider Organization

4. Entities licensed by the CMMC-AB who train or provide training materials for Certified Professionals and Certified Assessors:
    - Licensed Partner Publisher
    - Licensed Training Provider
  5. Industry Working Group Members
  6. Other individuals and entities with a relationship to the CMMC-AB.
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## **2. Guiding Principles**

The Code of Professional Conduct is defined by the following guiding principles:

- Professionalism
- Objectivity
- Confidentiality
- Proper use of Methods
- Information Integrity

All Credentialed and Registered persons, entities, and industry working groups are expected to uphold these principles in all activities that relate to carrying out their roles in the CMMC ecosystem.

### **2.1 Professionalism**

Always maintain a professional business posture. Never represent yourself or your company in a way that is not aligned with your certification, NDA, or authorization by the AB.

### **2.2 Objectivity**

Avoid the appearance of, or actual, conflicts of interest where possible, and full compliance with Conflict of Interest policies that may be signed as part of license agreements. In the case where a perceived or management conflict may be present, document and describe the conflict to all affected parties and secure agreement to continue.

### **2.3 Confidentiality**

As a working group member, credentialed, registered, or organization, you will maintain the confidentiality of customer and government data. You may be made aware of certain confidential information that is acquired in the performance of professional services, including data, trade secrets, business strategies, security postures, and personal information that may be contained within the systems you are exposed to. Treat confidential information with the utmost care, and under no circumstances reveal information learned during the delivery of CMMC services to anyone who is not expressly authorized to view it.

### **2.4 Proper Use of Methods**

Demonstrate integrity in the use of materials and methods as they are described by the CMMC AB in policies, methodologies, and training materials, and act in a manner consistent with the intent of the materials to preserve the integrity of CMMC service delivery.

## **2.5 Information Integrity**

Report results from the delivery of CMMC services completely and with integrity as required by your license or certification agreement.

## 3. Practices

The Practices in the Code are mandatory expectations. All Credentialed or Registered persons, entities, and industry working groups are expected to conform to these conduct practices in all activities that relate to carrying out their roles in the CMMC ecosystem. Violation of the Code practices may result in sanctions, up to and including denial or revocation of a Credential, Registration, or Accreditation and loss of eligibility to hold a Credential, Registration, or Accreditation.

### 3.1 Professionalism

1. Refrain from dishonesty in all dealings with colleagues, clients, trainees, and others with whom you interact in your role as a Credentialed, Registered person or organization.
2. Fulfill all commitments as defined by the contract, methods, or license, certification, or registration agreements.
3. Do not mislead or exaggerate the services that your organization is authorized to deliver.
4. Do not mislead or exaggerate the services that you, as a credentialed or registered individual, are authorized to deliver.
5. As an organization, ensure that only CMMC-AB Credentialed individuals are delivering CMMC assessment or training services.
6. Deliver CMMC services according to the agreements with your customer and the CMMC Accreditation Body.
7. Do not misrepresent your organization, such as selling services for which you are not authorized to deliver, falsifying records or experience, or proposing fees that are far below the level of effort that is required.
8. Avoid all Conflicts of Interest to the extent possible. When conflicts are unavoidable, disclose them transparently to affected stakeholders, including your own organization and your customer. Take action to minimize the impact or eliminate the conflict.
9. Under no circumstances are credentialed or registered individuals permitted to conduct a certified assessment, or participate on a certified assessment team, if they have also served as a consultant to prepare the organization for that assessment. Consulting is defined as “providing direct assistance to the creation of processes, training, and technology required to meet the intent of CMMC controls and processes.”
10. For CMMC-AB C3PAOs, ensure that when your sponsored CMMC-Credentialed individuals are performing services for another party, they do not actively solicit business from the customer for themselves or your organization. When approached by a customer while

performing services for another party, CMMC-Credentialed Individuals are to defer the discussion to a time outside the scope of the immediate work.

11. Do not make guarantees of assessment results. This includes guarantees that an Organization will succeed in their assessment if they engage with a credentialed individual or authorized organization, or the offer of a “money back” guarantee.
12. As a CMMC-AB Industry Working Group member, do not represent yourself as a CMMC AB employee or member. All references to the AB in social media must be clearly marked as “volunteer.”

## **3.2 Confidentiality**

1. Protect identifiable and confidential customer data from unauthorized disclosure, unless permitted in writing by the CMMC-AB or from a legal obligation to disclose the information.
2. Exercise due care to ensure that confidential or privileged information gathered during assessments or consulting remains so, even after a work engagement has ended.
3. Do not copy materials or tools from external entities without explicit permission to do so.
4. Do not share working group materials or conversations outside of the working group. Do not post working group decisions or conversations on social media.

## **3.3 Adherence to Materials and Methods**

1. Maintain current knowledge of CMMC materials. Relevant materials may include, but are not limited to:
  - a. CMMC-AB C3PAO Guide
  - b. CMMC-AB C3PAO License Agreement
  - c. CMMC-AB LPP License Agreement
  - d. CMMC-AB LTP License Agreement
  - e. Code of Professional Conduct
  - f. Conflict of Interest Declaration
  - g. Registered Practitioner Agreement
  - h. Registered Provider Organization Agreement
  - i. The CMMC Model
  - j. The CMMC Assessment Guide
  - k. The CMMC Assessment Methodology (CAM)
  - l. Working Group Deliverables
2. Maintain compliance with CMMC-AB materials and methods.
3. Do not create derivative works using CMMC-AB or DOD Intellectual Property without

explicit written permission by from the CMMC Accreditation Body.

4. For Assessors or assessment team members, participate actively and respect the boundaries of the role you are performing. Do not use the influence of a role in a manner that is inconsistent with the Assessment method or guide,
5. Do not make assertions about outcomes or assessments, training classes, exams, or other results before or during any CMMC event you are participating in.
6. Do not unfairly influence outcomes in any way, including coaching people to provide false or misleading information, providing answers or hints to exam questions, creating documentation that is not actually used, or offering competing services.
7. Do not distribute Working Group materials for any purpose other than collaboration within the working group.

### **3.4 Information Integrity**

1. Report results and data from and Assessments Training objectively, completely, clearly, and accurately.
2. Ensure the accuracy and authenticity of information.
3. Ensure the security of all information discovered or received during the course of delivering CMMC services.
4. Do not cheat, assist another in cheating, or allow cheating on examinations. Cheating includes unauthorized reproducing, distributing, displaying, discussing, sharing or otherwise misusing test questions or any part of test questions before, during or after an examination.
5. Do not employ deceptive means, including submitting to the CMMC-AB or a CMMC-AB C3PAO any document or testimony that contains a misstatement of fact or omits a fact to obtain, attempt to obtain or assist others in obtaining or maintaining a CMMC Credential, Accreditation, or Registration.
6. Do not fill out evaluation materials for others.

### **3.5 Respect for Intellectual Property**

1. Do not violate any customer or third-party intellectual property rights during the delivery of CMMC services
2. Do not infringe on copyrights, trademarks, and logos. Give appropriate references and

credit to CMMC-Credentialed materials and sources.

3. Do not use CMMC-AB logos, trademarks, or copy written material without explicit and written permission from the CMMC-AB, and do not misrepresent yourself as holding a CMMC Credential, Registration, or Accreditation.
4. Unless such permission is included in your agreement, always obtain written permission for distributing or changing materials, and for including materials in other works.
5. Working group members must sign and adhere to the “Assignment of Intellectual Property” agreement provided by the AB.

### **3.6 Lawful and Ethical Practices**

1. Behave in a manner that is lawful and that upholds accepted ethical standards of professional practice and conduct in all activities that relate to carrying out your role in the CMMC ecosystem.
2. Refrain from harassment or discrimination, sexual or in other forms, in all interactions with individuals whom you encounter in connection with activities that relate to carrying out your role in the CMMC ecosystem.
3. Do not commit any crime of fraud, larceny, embezzlement, misappropriation of funds, misrepresentation, perjury, false swearing, conspiracy to conceal, or a similar offense in any legal proceeding, civil or criminal, whether or not in connection with activities that relate to carrying out your role in the CMMC ecosystem.
4. Report to the CMMC-AB within 30 days of convictions, guilty pleas or no contest pleas to crimes of fraud, larceny, embezzlement, misappropriation of funds, misrepresentation, perjury, false swearing, conspiracy to conceal, or a similar offense in any legal proceeding, civil or criminal, whether or not in connection with activities that relate to carrying out your role in the CMMC ecosystem.

## 4. Implementation

Actions that are in violation of this Code may be investigated and adjudicated in accordance with the CMMC-AB's procedures.

### 4.1 Response for Potential Violations

#### 1. Reporting of Violations

- a. When observing colleagues making choices that are in violation of the CoPC, you should privately request clarification or offer help rectify the violation. However, if clarification or help is not effective to resolve the issue, or if you believe corrective action is required to resolve the situation, then it is expected that you will submit a report.

#### 2. CMMC CoPC Violation Report Submission

- a. The CMMC-AB monitors the CMMC-related activity of all CMMC credentialed, Registered, and other roles, and reserves the right to investigate any potential violations that arise from unusual behavior. CMMC Certified Quality Auditors will initiate a Request for Code of Professional Conduct Review, and the investigation will proceed as needed. The CMMC-AB may initiate an investigation based on a complaint or based on any information it receives or observes relating to a violation by a person or organization covered by this Code.

#### 3. Investigation and Resolution of Potential Violations

- a. The CMMC-AB will respond to each reported incident and conduct a thorough investigation as appropriate, in accordance with procedures that provide notice to the accused, an opportunity to respond, and review by unbiased decisionmakers with a right of appeal to the Board. For incidents involving potential violations outside the scope of the AB purview, to the Government or other authorities.
- b. Industry Working Group chairs are authorized to resolve potential violations within the working group without the involvement of the entire Accreditation Body. This action may include, but is not limited to remediation, coaching, or termination with a right of appeal to appropriate Board committee and further recourse to the AB. For incidents involving potential violations outside the scope of the AB purview, to the Government or other authorities.

#### 4. Corrective Action

- a. The investigation may result in findings and recommendations for corrective action. Corrective actions may include warning, remediation, suspension, or denial or termination of CMMC Credentials, Registration, or Accreditation, as well as temporary or permanent loss of eligibility for such credentials. The CMMC-AB has sole authority to determine the action to be taken. In the event of termination of credential or license agreement, the termination will be conducted in accordance

with the provisions of that agreement or credential in writing, thirty (30) calendar days prior to the date specified in such notice.

- b. Working Group Chairs are authorized to take corrective actions without Accreditation Body involvement.

5. Corrective Action Review

- a. If you have been subject to a corrective action and wish appeal the outcome with the CMMC-AB, you may request a review within 30 days of termination notice.

## **4.2 Responsibilities for Code of Conduct signatures**

CMMC-AB C3PAOs will need to obtain agreement to the Code for their respective relationships in addition to CMMC-AB direct signatures.

## 5. Appendix: Terms

- a. **“Agreement”** means any contract between two legal entities.
- b. **“Credentialed”** refers to an individual who a Provisional Assessor, Certified Assessor, Certified Instructor, Certified Master Instructor, or Certified Quality Auditor
- c. **“Registered”** refers to any person or organization that has taken appropriate training and is Registered on the CMMC-AB Registration Directory
- d. **“Entity”** refers to any organization that is a CMMC-AB C3PAO, Licensed Partner Publisher, or Licensed Training Provider
- e. **“Solicit Business”** means to actively seek business or work from a customer, either by initiating the services, advertising the services, or encouraging a discussion about one’s services.
- f. **“Termination”** means either party (CMMC Accredited Organization, CMMC-Credentialed Individuals) may terminate their agreements at any time, with or without cause, with written notice to the other party thirty (30) calendar days prior to the date specified in such notice.

## 6. Signature Page

IN WITNESS THEREOF, the undersigned executes this Code of Professional Conduct by their duly authorized representatives as of the date below:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization (Enter "Self" if individual)

\_\_\_\_\_  
Authorized Signatory Name

\_\_\_\_\_  
Signature