
CMMI Institute Code of Professional Conduct, Version 1.0

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1 Context

1.1 Purpose

The Code of Professional Conduct (COPC or “Code”) is a set of expectations and practices for practitioners of CMMI Institute Specializations, and for those operating under license or other applicable agreement with the CMMI Institute.

Specifically, this Code states 1) the profession-wide behavioral standards to which we hold ourselves accountable, and 2) the procedure for addressing violations of those behavioral standards. This Code will help to further distinguish CMMI Institute-Credentialed Individuals and License Partners from their competitors in the marketplace. The Code establishes expectations regarding the quality of professionalism that can be expected from CMMI Institute-Credentialed Individuals and License Partners.

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

1.2 Persons to Whom the Code Applies

The Code of Professional Conduct applies to:

- CMMI Institute Employees
- CMMI Institute License Partners
 - Partner Business Points of Contact
 - Sponsored CMMI Institute-Credentialed Individuals

All persons to whom the code applies are required to have knowledge of and comply with CMMI Institute materials, methods, policies and guidelines.

2 Principles

The foundation of this Code of Professional Conduct is guided by the following principles. These principles create a positive public identity for the CMMI brand. Protecting our brand will result in an increased level of public confidence and trust among important stakeholders.

2.1 Professionalism

Exercise due care to understand and adhere to your professional obligations and agreements. Treat customers, colleagues, competitors, and others in a respectful and honest manner to preserve the collective reputation of the CMMI Institute services and the community of users and deliverers of those services.

2.2 Objectivity

Exercise due care to avoid conflicts of interest or the appearance of conflicts of interest; avoid misrepresenting your opinions as positions of the CMMI Institute or others. Disclose conflicts to those affected and take due care to manage these conflicts to preserve the objectivity of your work.

2.3 Confidentiality

Respect confidential and privileged information acquired in the performance of professional services, including customer data, information, communications, and identity to preserve your reputation and your customer relationships.

2.4 Adherence to CMMI Institute Materials and Methods

Exercise due care to use CMMI Institute materials and methods as they are described in documents or taught in training courses, and act in a manner consistent with the intent of these materials and methods to preserve the validity and consistency of CMMI Institute services.

2.5 Information Integrity

Exercise due care to report results from the delivery of services completely, objectively, and accurately to all affected stakeholders; to preserve the validity of data, your work, and our collective reputation.

2.6 Respect for Intellectual Property

Respect the ownership of intellectual property and stay informed of, and comply with, applicable laws to preserve the integrity of your work and that of CMMI Institute products.

3 Practices of the Code

These practices show the applicability of the principles in the previous section to provide guidance for putting these principles into action.

3.1 Professionalism

- Treat customers, colleagues, competitors, and others in a respectful and honest manner. Ensure that the delivery of services allows for a respectful exchange of ideas among all involved.
- Exercise due care in fulfilling commitments to others and in giving prompt notice when a commitment cannot be met.
- Ensure that you tell the truth about what your organization is licensed to deliver.
- Ensure that only CMMI Institute-Credentialed Individuals are delivering CMMI services.
- Exercise due care to deliver CMMI Institute services according to the agreements with your customer and the CMMI Institute.
- Avoid misrepresenting your organization, such as by violating contractual restrictions (e.g., commercial versus internal use or limited training audiences; these appear in Partner agreements), and by falsifying financial reports, training records, or fees.
- When conducting international business, you must comply with both U.S. laws and the foreign laws governing the place where CMMI Institute-Credentialed Individuals and License Partners are conducting their international business activities, as well as import and export regulations relating to shipment of items and/or information. This specifically includes compliance with the U.S. Foreign Corrupt Practices Act (the “FCPA”) and the UK Bribery Act, including any policies and procedures adopted by Clearmodel related to FCPA. CMMI Institute-Credentialed Individuals and Licensed Partners may be required from time to time to verify to the CMMI Institute their compliance with this Code of Professional Conduct and any applicable U.S. or foreign laws, including the provision of documents and assistance in confirming such compliance obligations, and shall fully cooperate with any ethics and compliance investigation, specifically including the review of such person’s emails and bank accounts relating to Clearmodel or CMMI Institute or its customers. Failure of a CMMI Institute-Credentialed Individual or License Partner to comply with these requirements or to support CMMI Institute in any compliance investigation or audit may result in immediate termination of such person’s relationship with CMMI Institute.

- Provide your CMMI Institute-Credentialed Individuals with complete and accurate information regarding applicable flow-down clauses from agreements that affect their behavior and professional conduct.
- Protect the reputation of others. Exercise due care that criticism and disagreement are offered constructively and professionally, and without being disparaging.
- Seek information and resolution to issues directly and factually rather than through hear-say or third parties.

3.2 Objectivity

- Avoid conflicts of interest to every feasible extent. When conflicts of interest are unavoidable, disclose the potential conflicts to affected stakeholders, including your own organization, the CMMI Institute, and the customer. Take action to minimize the impact or eliminate the conflict.
- Ensure that the inherent conflicts of interest that occur when you are placed in the role of evaluating your own work or your organization's work are disclosed to all affected parties (see Section 4.3 Initial Response for Potential Violations) and take action to minimize the impact.
- Ensure that customers understand whom you represent (e.g., the CMMI Institute, your organization, or a third party) in professional activities.
- Ensure that when your sponsored CMMI Institute-Credentialed Individuals and License Partners 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, CMMI Institute-Credentialed Individuals and License Partners are to defer the discussion to a time outside the scope of the immediate work. When these discussions occur, they are to be conducted in a manner that is consistent with your contractual agreements.
- No CMMI Institute-Credentialed Individual or License Partner is permitted to, and shall not, make any payments of money, or anything of value, nor will such be offered, promised or paid, directly or indirectly, to any foreign officials, political parties, party officials, candidates for public or political party office, to influence the acts of such persons in their official capacity, to induce them to use their influence with a government to obtain or retain business or gain an

improper advantage in connection with any business venture or contract in which Clearmodel, CMMI Institute or the CMMI Institute-Credentialed Individual or License Partner Company is a participant.

3.3 Confidentiality

- Protect the identity of the customer unless you have explicit permission to disclose it.
- Proactively distinguish information that can be disclosed from confidential or privileged information. Exercise due care to ensure that confidential or privileged information remains so, even after a work engagement has ended.
- Do not use or copy materials, tools, and other artifacts received from a customer or other organization without explicit permission to do so, even if all customer references are removed.

3.4 Adherence to CMMI Institute Materials and Methods

- Maintain current knowledge of relevant CMMI Institute materials, methods, policies, and guidelines. Relevant materials include, but are not limited to:
 - Partner License Agreement; refer to License Partner Business Point of Contact (BPOC)
 - [Partner Guide](#)
 - [Partner Identity Guidelines](#)
 - [Certification Agreement](#)
 - [CMMI Models](#)
 - [SCAMPI Appraisal Method](#)
 - [Code of Professional Conduct](#)
 - [Authorization and Certification Policies](#)
 - [Communications:](#)
 - [Partner Newsletters](#)
 - [Partner Resource Center \(PRC\)](#)
 - [Quality Guidance and Articles](#)
 - [Webinars](#)

For more information about these documents, contact partner@cmmiinstitute.com.

- Exercise due care to perform in a manner that is consistent with CMMI Institute materials and methods.

- Follow applicable guidelines when tailoring methods, materials, or course offerings. When tailoring goes beyond the guidelines, or there are no guidelines available, use the process documented on the CMMI Institute website <http://partners.clearmodel.com/ethics-and-compliance/> to obtain permission.
- Do not create derivative works using CMMI Institute Intellectual Property (e.g., copying CMMI Institute material to create a new course is not permitted).
- When roles are defined within a method, 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 method.
- Do not make assertions about outcomes such as maturity levels or other findings before or during an appraisal or other diagnostic activity.
- Do not unfairly influence diagnostic methods in any way, including coaching people to provide false or misleading information, creating documentation that is not actually used, or offering competing services.

3.5 Information Integrity

- Report results and data from appraisals, courses, projects, products, and diagnostics tasks objectively, completely, clearly, and accurately.
- Do not let yourself be influenced to promise outcomes before you have the data to justify them.
- Exercise due care to ensure the accuracy and authenticity of information gathered from others.
- Do not cheat or allow cheating on examinations, exercises, or other evaluations of knowledge, skill, or expertise.
- Protect the integrity of information stored in CMMI Institute systems by adhering to the following: 1) only access information that is unique to your account, 2) do not set up accounts for others, 3) do not share accounts with others, 4) only report mailing addresses, email addresses, organizational information, sponsor or ATM information that maps back to the legitimate owner, and 5) do not fill out electronic surveys, questionnaires, or feedback forms on behalf of another individual.
- Do not fill out feedback or evaluation materials for others.

3.6 Respect for Intellectual Property

- Ensure that you have the right to use intellectual property.
- Respect copyrights, trademarks, logos, and service marks. Give appropriate references and credit to CMMI Institute-Credentialed materials and sources.
- Unless such permission is included in your agreement, always obtain written permission for distributing or changing materials, and for including materials in other works. (Request permission to use CMMI Institute-Credentialed materials at the following website: <http://partners.clearmodel.com/ethics-and-compliance/>).

4 Implementation of This Code

4.1 Code of Professional Conduct Orientation

To support professional performance in applying the behavioral standards of this Code, CMMI Institute provides online materials to guide usage. All CMMI Institute-Credentialed Individuals and CMMI Institute License Partners must be knowledgeable of all materials applicable to their credentials and licenses. Refer to Section 3.4 Adherence to CMMI Institute Materials and Methods for detailed information.

It is necessary that those who are accountable to these behavioral standards gain an understanding of the principles and practices of the Code, and have the capability to take the steps required for the resolution of Code violations.

Whether intentional or not, actions that are inconsistent with this Code can cause injury or damage to the integrity, reputation, or relationships that this Code seeks to protect. Therefore, situations related to potential Code violations must be reported, investigated, and resolved.

4.2 Avoiding Conflicts of Interest

Follow these steps to prevent problems with implementation and adherence to the Code.

- **Preventive Clarification**

When considering taking an action that might be construed as a conflict of interest or other Code of Professional Conduct violation, ask for clarification by contacting CMMI Institute at ethics-compliance@cmmiinstitute.com.

- **Conflict of Interest Disclosure**

When a situation involving a conflict of interest is inherent or cannot be avoided, disclose the conflict to the affected parties, including your own organization, the customer, and the CMMI Institute at ethics-compliance@cmmiinstitute.com.

4.3 Initial Response for Potential Violations

- **Identify Potential Violations**

When observing colleagues making choices that are inconsistent with these standards, you may choose to privately request clarification or offer help in a manner that is consistent with the Code. 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.

- **Submission of Report**

When corrective action is required to resolve a situation that involves potential violations of the Code, request a review by the CMMI Institute by completing a Request for Code of Professional Conduct Review form. Visit <http://partners.clearmodel.com/ethics-and-compliance/> to locate the request form.

- **CMMI Institute Report Submission**

CMMI Institute monitors the CMMI-related activity of all CMMI License Partners, Partner Business Points of Contact, and Sponsored CMMI Institute-Credentialed Individuals, and reserves the right to investigate any potential violations that arise from unusual behavior. CMMI Institute Quality staff will complete a Request for Code of Professional Conduct Review form, and the investigation will proceed in the same manner as is used for an external report.

4.4 CMMI Institute Investigation and Resolution of Potential Violations

The following process is used to investigate potential Code violations. The procedure can be read at <http://partners.clearmodel.com/ethics-and-compliance/>.

- **Investigation of Report**

The CMMI Institute will respond to each reported incident and conduct more thorough investigations as appropriate. During the investigation, due diligence will be taken to protect and respect the rights and the privacy of those involved in the incident.

- **Corrective Action**

The investigation will result in findings and recommendations for corrective action. Corrective actions may include, but are not necessarily limited to, warning, remediation, suspension, or termination of CMMI Institute Credentials and CMMI Institute License Agreement. The CMMI Institute will determine the action to be taken. In the event of termination of an agreement, the termination will be conducted in accordance with the provisions of that agreement or credential.

In cases of termination, the CMMI Institute will invoke agreements' "Termination Without Cause" clause by notifying credentialed individuals or

partners, in writing, thirty (30) calendar days prior to the date specified in such notice.

- **Corrective Action Review**

If you have been subject to a corrective action and wish to discuss the outcome with representatives of the CMMI Institute, you may request a review by writing to ethics-compliance@cmmiinstitute.com.

4.5 Misuse of the Code

1. Retaliation

To protect those who, in good faith, report potential violations of this Code of Professional Conduct, any retaliatory action against anyone who reports a potential Code violation will be investigated as a potential violation of the Code.

5 Statement of Commitment

Committing to the Code of Professional Conduct is completed electronically on CMMI Institute's website as part of employment, the application for certification process, and the application for partnership process. Commitment to the Code is a requirement to become a Business Point of Contact of the CMMI Institute Partner community or the CMMI Institute-Credentialed Individuals and License Partners.

All CMMI Institute employees, CMMI Institute-Credentialed Individuals, and License Partners must commit to the CMMI Institute Code of Professional Conduct by July 30, 2015. This can be done electronically at <http://www.cmmiinstituteuservoice.com/>.

6 Appendix

6.1 Definition of Terms

For the purposes of this agreement, the following terms have the following meanings:

- a. **“Agreement”** means any contract between two legal entities.
- b. **“CMMI Institute-Credentialed Individual”** means a person who 1) is certified or authorized by CMMI Institute to deliver courses and/or services for a CMMI Institute Specialization for which License Partner is licensed under agreement, 2) is a Candidate to become a CMMI Institute-Credentialed Individual, and 3) is in compliance with all ongoing requirements and policies of that authorization or certification. A current list of Credentialed Individuals can be found at <http://partners.clearmodel.com/>.
- c. **“CMMI Institute Specialization”** means any one of the technologies or business areas specified in the Partner Network Guide, as these technologies or business areas may be augmented or modified by the CMMI Institute from time to time with written notice to License Partner.
- d. **“CMMI Institute Systems”** means any technology requiring user authentication for access.
- e. **“CMMI Institute Partner”** means any organization that has entered into a license agreement with CMMI Institute with respect to CMMI Institute Specialization courses, materials, or services.
- f. **“Confidential or Privileged Information”** means any information that is to be restricted in access and use. This often includes materials produced in service delivery, customer materials, data, contracts, communications, and customer identity.
- g. **“Conflict of Interest”** means two or more competing priorities, loyalties, or commitments that could compromise CMMI Institute-Credentialed Individuals’ and Licensed Partners’ objectivity.
- h. **“Corrective Action”** means identification and elimination of the causes of a problem, thus preventing their recurrence. Corrective actions may include remediation, suspension, revocation of credentials, and license agreement.
- i. **“Course Materials”** means those Licensed Materials that are designated by CMMI Institute for distribution to Course Participants.

- j. **“Course Participants”** means any person who attends a Licensed Course, even if auditing.
- k. **“Credentialed-Individual Materials”** means those Licensed Materials that are designated by CMMI Institute for use by CMMI Institute-Credentialed Individuals in connection with the delivery of Licensed Courses or Licensed Services.
- l. **“Customer”** means any end-user that orders a Licensed Course or a Licensed Service from Licensed Partner, subject to the terms and conditions of their partner agreement.
- m. **“Due Care”** means such a degree of care, caution, or diligence as may fairly and properly be expected or required, having regard to the nature of the action, or of the subject matter, and the circumstances surrounding the transaction. It is such care as an ordinary prudent person would exercise under the existing conditions at the time called upon to act.
- n. **“Intellectual Property”** means any and all copyrights, data, discoveries, ideas, improvements, inventions, know-how, methods, models, patents, patent applications, processes, service marks, trademarks, trade names, trade secrets, works of authorship, course materials, and other intellectual property recognized in any country in the world.
- o. **“Licensed Course”** means a CMMI Institute Specialization course for which Licensed Partners are licensed under an agreement that is delivered by a CMMI Institute-Credentialed Individual.
- p. **“License Partner”** or **“Partner”** collectively means an organization that has signed a license agreement with the CMMI Institute to license one of the standard licensing product specializations.
- q. **“Licensed Service”** means an appraisal, assessment, or other service for a CMMI Institute Specialization for which License Partner is licensed under agreement, that is delivered by a CMMI Institute-Credentialed Individual.
- r. **“Partner Materials”** means those Licensed Materials that are designated by CMMI Institute for use only by CMMI Institute Partners.
- s. **“Partner Network”** means the aggregate group of all CMMI Institute Partners.
- t. **“Partner Guide”** means the guide posted at <http://partners.clearmodel.com/guide/>, which describes the terms and conditions of participation in the Partner Network, as that guide is augmented or modified by the CMMI Institute from time to time with written notice to License Partner.

- u. **“Partner Business Point of Contact”** means any individual that has signature authority from a Licensed Partner to commit the Licensed Partner to the Code of Professional Conduct or an agreement with the CMMI Institute.
- v. **“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.
- w. **“Termination Without Cause”** means either party (CMMI Institute License Partner, CMMI Institute-Credentialed Individuals, and CMMI Institute) 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.