



MEMORANDUM OF UNDERSTANDING



BETWEEN

**Cybersecurity Maturity Model Certification Accreditation
Body, Inc.**

AND

IT Acquisition Advisory Council (IT-AAC)

Whereas **Cybersecurity Maturity Model Certification Accreditation Body (CMMC-AB) and IT Acquisition Advisory Council (IT-AAC) (Partner)** share a mutual commitment to support Department of Defense's efforts to secure the Defense Industrial Base (DIB) supply chain security thru the adoption of its enhanced Cybersecurity Maturity Model Certification criterion. Potential areas of mutual interest include: Conferences, and Industry Outreach.

CMMC-AB is an independent non-stock corporation (501(c)(3) nonprofit application pending with the IRS), and the IT-AAC is a Public/Private Partnership, managed by a non-profit 501(c)(6) called the Interoperability Clearinghouse (ICH) established by the Secretary of Defense in 2000 to improve DOD's embrace of commercial standards, best practice and lessons learned.

Whereas The missions and goals of both the CMMC-AB and IT-AAC are potentially complementary with respect to providing DIB companies the necessary education, mentoring and tools needed to improve cyber hygiene, promoting adoption of cybersecurity implementation best practices, and supporting collaborative mechanisms that assure successful implementation of CMMC across the Defense Sectors.

Whereas Both organizations desire to explore potential collaboration activities that further CMMC implementation effectiveness, support implementation of guidance issued by DoD, and enable achievement of the goals established in the National Defense Authorization Act.

Therefore Be It Resolved:

That both the IT-AAC and the CMMC-AB commit to transparently, productively, and ethically collaborate with in development of public/private proposals and grants to further CMMC-AB-related specific initiatives for an initial twelve (12) month period, the value of which the CMMC-AB will judge to be credible, value-added and within the strategic objectives and interest of the CMMC-AB as the main effort. After a twelve month period, the results will be assessed by both sides, and a decision made whether to extend the period or terminate the arrangement.

This MOU establishes a framework for IT-AAC and the CMMC-AB to jointly pursue initiatives and funding opportunities that both are mutually beneficial and advance the public interests. IT-AAC and the CMMC-AB may each appoint personnel to explore these opportunities and propose the specific details on what each party will pursue and how the details associated with each area should be handled. As the CMMC-AB is a non-profit focused on strengthening the defense industrial base (DIB), the primary focus activities between the CMMC-AB and Partner will be limited in nature to the following:

1. Exploration of opportunities to increase DIB awareness of the CMMC program
2. Enabling the CMMC-AB to communicate its value proposition to the industry
3. Generation of revenue for the sole purpose of reinvestment into the CMMC-AB assessment, accreditation and credentialing programs, and strengthening them to increase the CMMC-AB ability to service its customers

As the CMMC-AB is self-funded and solely responsible for the implementation of the CMMC on behalf of DoD, IT-AAC will support the CMMC-AB by identifying, qualifying and validating potential partnering opportunities, which IT-AAC has as part of its normal business operations, that can further the CMMC ability to achieve its mission. *As an example, if IT-AAC has or forges a relationship with organization ABC and decides to host a conference between IT-ACC and organization ABC, IT-AAC can reach out to the CMMC-AB to invite CMMC-AB to participate in said conference based on to-be negotiated terms and agreements.* With regard to this, both parties understand and agree that...[A1]

- Opportunities are discrete events bounded by scope and time as a general rule.
- Based on confirmation of the opportunity potential, and based on level of effort and return on investment (ROI) analytics, parties will agree to establish a revenue sharing method in good faith that is commensurate with the opportunity that is legal, fair, and equitable for both sides. [A2]
- Should an opportunity have the potential to expand into a longer-term commitment, both parties agree to manage that separate from this MOU under the appropriate agreement mechanism. For example, some opportunities may lend themselves to contractual obligations recognized by both parties. Those would be developed outside the scope of this MOU as separate activities.
- IT-ACC, in the course of its normal business relations, may invite the CMMC-AB to participate in partnering activities that IT-AAC has forged or created. This MOU allows for that decision to participate and for exploration of the opportunity in the mutual interests of both parties.
- Both parties, under the rights and privileges imbued by their autonomy, retain the right to develop unilateral agreements with entities as needed. [A3]
- Joint marketing activities, if any, will be conducted and coordinated in good faith. [A4][A5]

From the date of signature from authorized officials from both parties, both parties agree to meet on a quarterly basis to assess the results of the efforts taken and viability of overall engagement. After twelve months, if MOU continuance is approved by both parties, the quarterly sessions can be reassessed.

After establishment of the first qualified opportunity, the CMMC-AB or IT-AAC may use the other party's name or logo in mutually approved media. Both parties will provide each other a list of proposed media locations for intended placement before publication / posting and no publication or posting shall occur until reviewed and approved by the representative party.

No agreement concerning the transfer or exchange of any asset or funding of either party is intended or implied by this MOU. The CMMC-AB and (Partner) are separate and independent institutions and will continue to operate as separate institutions.

This MOU shall become effective upon signature by authorized officials from the CMMC-AB and IT-ACC and will remain in effect until modified by mutual consent or terminated by either party. The parties may review this MOU on an annual basis or as-needed, and the MOU may be modified by consent of authorized officials from the CMMC-AB and the IT-AAC. Both parties will make the best efforts possible to provide reasonable advanced notice of pending changes to the MOU with highly or significant impact to the CMMC program. [A6]

This MOU shall remain in effect for one (1) year with an annual renewal based on mutual review and agreement. This is separate from other contractual agreements made by either party in good faith. [A7]

Each party participates in this MOU and its initiatives voluntarily. As the CMMC-AB efforts enable national security, both parties agree to work together based on trust and mutual respect for the mutual benefit of national security. Additionally, both parties agree to operate with the highest ethical standards and negotiate in all things in good faith. Failure to meet this prerequisite by either party will be grounds for immediate termination of this memorandum.[A8]

Both parties may terminate this agreement with prior, written notification fourteen (14) business days prior to termination. Both parties agree to work in good faith to address issues or to modify the MOU to resolve issues prior to termination. Either party may also terminate this agreement immediately in the case of material breach of its terms.[A9]

[A10]

The administrators of the CMMC-AB and IT-AAC are authorized to sign, prepare and implement plans of action and procedures necessary to operationalize this MOU.

On behalf of
IT-AAC:

Signed:



By John Weiler
Chair, Strategic Relations Group
Exec. Director, IT-AAC
President, ICH

Dated: 7/28/20 20

On behalf of:
CMMC-AB

Signed:



By Ty Scheiber
Chairman
CMMC-AB

Dated: 7/28/2020