

CREST. Representing the technical information security industry

# **Code of Conduct**

**CREST Member Companies** 

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## 1. Executive Summary

## 1.1. Introduction

A Code of Conduct sets out the principles, values, standards and rules of behaviour that guide decisions, actions, procedures and systems in a way that contributes to the welfare of Clients and respects the rights of all constituents affected by such operations.

Those involved in providing technical information security advice and Services hold the role of trusted advisers and there are duties arising from this role and obligations owed to others. This activity is outcomes-focused and concentrates on providing positive outcomes which when achieved will benefit and protect Clients.

No Code can foresee or address every issue or ethical dilemma which may arise. Member Companies and their Consultants delivering Services must uphold the intention of a Code as well as the letter.

## 1.2. The CREST Codes of Conduct

The CREST Codes of Conduct contain the basic principles that underpin good business practice and ethics which are all-pervasive. They describe the standards of practice expected of Member Companies and their Consultants and must be observed in parallel with the Code of Ethics.

The Codes of Conduct set out our conduct requirements to enable Member Companies and their Consultants to consider how their actions can achieve the right outcomes for their Clients.

For Member Companies this means conduct as described in, but not limited to, the submission made to CREST for accreditation to deliver a Service as a CREST Member Company and it is incumbent upon the company to ensure that all relevant staff, contractors and partners are aware of the policies, processes and procedures submitted and reviewed by CREST.

For Consultants engaged in any element of delivering a Service for which the Member Company has been Accredited by CREST, this means that when providing Services to a CREST Member Company, it is incumbent upon them to familiarise themselves and comply with the policies, processes and procedures of that CREST Member Company as they will be held to account for their actions.

The Codes of Conduct are underpinned by an effective Client complaints handling process and support the CREST Code of Ethics which represent the guiding principles for business behaviour.

Member Companies and their Consultants are expected to exercise their own judgement, which should be made in such a way as to be reasonably justified, to meet the requirements of the CREST Codes of Conduct and should seek advice from CREST if in doubt.

The CREST Codes of Conduct include requirements covering the following headline areas:

- Promotion of Good Practices
- Professional Representation
- CREST Assignments
- Regulations
- Competencies
- Client Interests
- Sanctions
- Ethics
- Responsible Reporting

There are also additional requirements relating to some of the schemes that CREST manage and it is important that Member Companies and their Consultants understand these specific additional obligations.

This Code of Conduct describes the responsibilities of Consultants who are involved in the scoping, delivery and signoff of CREST Accredited Services to Clients and also aligns with our ongoing work to define appropriate standards for a CREST penetration test.

Member Companies and their Consultants should recognise that the Codes are used to support any investigations undertaken by CREST and CREST has the right, where appropriate, to oblige Member Companies to make changes to their company's policies and procedures.

## 2. Introduction

## 2.1. Purpose

- 2.1.1. The CREST Code of Conduct describes the standards of practice expected of CREST Member Companies providing technical information security Services.
- 2.1.2. All revisions to the CREST Code of Conduct will be notified to principal points of contact in CREST Member Companies.

## 2.2. Definitions

- 2.2.1. "Accredited" in the context of this Code of Conduct means a Member Company that has successfully completed a CREST audit of its quality processes, data handling procedures, technical methodologies and any other assessment criteria required by CREST for delivery of a Service accredited by CREST.
- 2.2.2. "**Approved**" in the context of this Code of Conduct means a Member Company that has been successfully Accredited for a Service and has demonstrated that it has skilled and competent Consultants.
- 2.2.3. "Client" means an organisation receiving Services from a CREST Member Company utilising Consultants where CREST has been referenced in tender or contractual documentation
- 2.2.4. "Consultant", in the context of this Code of Conduct, means a skilled person who meets the following criteria:
  - i. the Member Company deems them to be appropriately qualified for the assignment they are involved with; and
  - ii. is providing specialist or expert advice and/or information and/or a Service to a Client of that CREST Member Company; and
  - iii. where that advice or information relates to the delivery of a Service for which the Member Company has been Accredited by CREST.
- 2.2.5. "CREST" means CREST International and any or all of its group of companies and Local Councils.
- 2.2.6. "CREST Assignment" means an assignment carried out by a CREST member company, utilising appropriately skilled persons. Note that if CREST is referenced in tender documentation but not in contractual documents, the contractual documents must identify this change and clarify the position.
- 2.2.7. "**Examination**" means any formal collection of questions, prompts, or other items collected and offered with the intent of evaluating a Candidate's ability, aptitude, knowledge, proficiency, performance, competency, or skill. Examinations will be deemed to be inclusive of all components of an evaluation instrument, whether written questions, hands-on tasks, or any other conceivable exercise including scoring criteria.
- 2.2.8. **"Examination Content"** means all of the information contained in an Examination, including any questions, network infrastructure, network environments or applications used in an Examination.
- 2.2.9. "Local Council" means the body of elected Member Company Representatives entitled to vote in a Region and created to oversee either multiple countries in a Region or a single country, as appropriate.
- 2.2.10. "Member Company" or "CREST Member Company" means a company who has passed the relevant CREST requirements, agreed to the CREST Code of Conduct and has paid any fees associated with membership.
- 2.2.11. "Member Company Application Form" means the latest completed CREST Member Application Form and associated reference material reviewed and agreed by CREST. Any reports to the Member Company of minor compliance issues will also be considered as being part of the application.
- 2.2.12. "Member of Staff" means personnel employed directly by the CREST Member Company, including Consultants, and any personnel engaged through a sub-contractor

- 2.2.14. A "**Region**" means a group of countries in a relevant geographical area as determined by CREST from time to time.
- 2.2.15. **"Scheme**" means bespoke accreditation program that requires trusted and accredited companies utilising *skilled* and competent individuals with specific skills.
- 2.2.16. "Service" in the context of this Code of Conduct includes, but is not limited to:
  - i. Penetration Testing; and/or
  - ii. Intelligence-Led Testing; and/or
  - iii. Incident Response; and/or
  - iv. Threat Intelligence; and/or
  - v. Security Operations Centres; and/or
  - vi. Vulnerability Assessment
- 2.2.17. For the purposes of this Code of Conduct, these verbal forms have the following indications:
  - i. "shall", "must" and "will" indicate a mandatory requirement
  - ii. "should" indicates a recommendation
  - iii. "may" and "can" indicate a permission
  - iv. "demonstrate" indicates where evidence will be required

## 2.3. Description

- 2.3.1 This document specifies the Code of Conduct for CREST Member Companies. It also contains the CREST Complaints Handling Process and the Branding Guidelines for use of the CREST Logo and supporting Discipline Icons.
- 2.3.2 CREST Member Companies will need to ensure that the policies and procedures described in the Member Company Application Form have been implemented correctly.
- 2.3.3 There may be situations where there is a misunderstanding or dispute between a CREST Member Company and their Client. This document defines the Complaints and Resolutions Proess for an engagement that has been carried out as a CREST Assignment.

## 2.4. Scope

### 2.4.1. In Scope

- i. This CREST Code of Conduct is intended for all CREST Member Companies that are engaged in delivering any Service or any component of a Service [see 2.4.1(ii)] for which the they have been successfully Accredited by CREST and where CREST has been referenced in the contractual documentation with the Client. For the avoidance of doubt, this includes those Consultants working for or sub-contracted to a CREST Member Company.
- ii. The components of a Service for a Client include, but depending upon the Service to be delivered may not necessarily be limited to:
  - Scoping the Service to be delivered; and/or
  - Evidence or Intelligence collection; and/or
  - Evidence or Intelligence analysis; and/or
  - Delivery (of Service or report); and/or
  - Sign-off; and/or
  - · Feedback or Review

## 2.4.2. Out of Scope

- This CREST Code of Conduct cannot and is not intended to cover companies who are not Members of CREST.
- ii. This CREST Code of Conduct covers delivery of any Service In Scope. It cannot and is not intended to cover assignments undertaken by them that are not conducted as a CREST Assignment or not covered by the CREST accreditation held by the Member Company
- iii. This document will not differentiate between the various types of Services provided by CREST Member Companies in the execution of the information security Services provided to their Clients, nor the different specialisms involved in those Services.

## 2.5. Affirmation

- 2.5.1 All Member Companies agree to follow the principles contained in the Code of Ethics and to abide by this Code of Conduct and will be held accountable for any violation.
- 2.5.2 Member Companies reaffirm their commitment to the Code of Conduct through the annual reaccreditation of CREST membership.

### 2.6. Disclaimer

- 2.6.1 CREST accepts no responsibility for the accuracy or validity of assertions or claims made by CREST Member Companies in their CREST Member Company Application Form.
- 2.6.2 Through accreditation, CREST prescribes the method and rigor by which related Services should be conducted but does not underwrite the result of the Services provided by CREST Member Companies or their Consultants.
- 2.6.3 In the course of any investigation into a complaint, CREST reserves the right to advise a Member Company if it is required to carry out an investigation into a member of its staff in relation to an alleged or proven breach of a Non-Disclosure Agreement and/or breach of the Code of Conduct.
- 2.6.4 Any reference to another organisation's website does not constitute a recommendation or endorsement of that organisation, site or its content by CREST.

## 2.7. Jurisdiction

2.7.1. The construction, validity and performance of this Code of Conduct shall be governed in all respects in accordance with English law and the Parties submit to the non-exclusive jurisdiction of the English Courts.

## 3. CREST Member Company Requirements

## 3.1. Promotion of Good Practices

All CREST Member Companies must promote good practices. These include, but are not limited to, the following:

- 3.1.1. Ensuring that all Consultants and Members of Staff responsible for the management of or undertaking CREST Assignments have access to and are made aware of the policies, procedures and methodologies required under the CREST Member Company Application Form and referenced in the Company's completed CREST Application Form. These include, but are not limited to:
  - i. Ensuring that Members of Staff are aware of relevant legal and regulatory and sectoral requirements and adhere to them.
  - ii. Carrying appropriate insurances for the work being undertaken.
  - iii. Ensuring Members of Staff are aware of and adhere to the quality management procedures and standards applicable within their organisation.
  - iv. Ensuring Members of Staff are aware of all the security procedures applicable within their organisation.
  - v. Ensuring that appropriate vetting of Members of Staff is undertaken and changes in circumstances are notified to CREST.
- 3.1.2. Ensuring that a complaints resolution procedure is in place and that Members of Staff responsible for dealing with CREST Assignment Clients are fully aware of and comply with it.
- 3.1.3. Ensuring that Members of Staff are aware of the CREST measures for resolving complaints [see Appendix A of this CREST Code of Conduct].
- 3.1.4. Ensuring that all complaints from Clients are dealt with properly through to resolution. Such complaints include, but are not limited to, accessibility, data protection and data security issues.
- 3.1.5. Ensuring that their clients are aware of the CREST complaints handling process and its independence.
- 3.1.6. Ensuring that responsible corrective action is taken to resolve any problems that may arise, even if such actions are beyond the Member Company's responsibility.
- 3.1.7. Ensuring that CREST functions and responsibilities are included in their company's induction procedure for all relevant Members of Staff, including those responsible for managing assignments, undertaking CREST assignments, bid managers and administration.
- 3.1.8. Ensuring that Members of Staff responsible for the management of CREST Assignments are provided with adequate training in the tools and techniques to be applied.
- 3.1.9. Providing general information to CREST concerning contact details and the legal status of the company.
- 3.1.10. Ensuring that CREST is advised within 30 days when a Consultant leave the employment of the CREST Member Company, particularly where such a departure will impact on the Member Company's status within CREST as referred to on the CREST website.
- 3.1.11. Taking responsibility for their actions and decisions and those of their Members of Staff.
- 3.1.12. A commitment to creating a diverse, equitable and inclusive workplace that will inspire innovation, encourage creativity, foster well-being, and build a respectful, supportive, inclusive and safe work environment for every Member of Staff.
- 3.1.13. Member Companies will advise CREST at the earliest opportunity if they become aware of a breach or suspected breach of any of the following:
  - i. the CREST Member Company Non-Disclosure Agreement; and/or
  - ii. the CREST Examination Candidate Non-Disclosure Agreement, and in particular those clauses relating to Examination Content; and/ or
  - iii. the Code of Conduct for Member Companies; and/or
  - iv. the Code of Conduct for Consultants Engaged in CREST Accredited Service delivery.

## 3.2. Professional Representation

- 3.2.1. All CREST Member Companies will represent CREST to the public in a professional manner.
- 3.2.2. A Member Company undertakes to represent itself as a Member Company of CREST in line with the following criteria:
  - As an Accredited Member if they have successfully completed a CREST audit of their quality processes, data handling procedures, technical methodologies and any other assessment criteria required by CREST for delivery of a Service accredited by CREST; and/or
  - ii. As an Approved Member if they have been successfully Accredited to deliver a Service accredited by CREST and have demonstrated that they have skilled and competent Consultants.
- 3.2.3. Each Member undertakes to use the CREST logo, icons and branding in accordance with the guidelines at Section 6.
- 3.2.4. Each Member Company will use the CREST logo if undertaking an assignment as a CREST Assignment.
- 3.2.5. Each Member Company will provide CREST contact details in the tender and/or contractual documentation for a CREST Assignment and include reference to the CREST Complaints Handling Process.
- 3.2.6. Each Member Company will provide details of the qualifications held by those undertaking the CREST Assignment including those engaged in scoping, conducting or supporting in any way [see Clause 2.4.1(ii)] and signing off CREST Assignments.
- 3.2.7. A Member Company will not advertise, publish nor authorise the same for publication any article in any medium that is derogatory to CREST or to the dignity of the industry or to an individual, nor shall they authorise the same to be written or published by others.
- 3.2.8. A Member Company will not act in any way to bring CREST into disrepute. This includes, but is not limited to, disparaging CREST or depicting CREST in an objectionable manner (as determined by CREST in its sole discretion).
- 3.2.9. Where a Member Company is also a member of another Body, the clauses in any other applicable Code of Conduct cannot be used to diminish or negate the clauses in this CREST Code of Conduct.

## 3.3. CREST Assignments

All CREST Member Companies must define technical information security assignments in accordance with the following:

- 3.3.1 Each Member Company will clearly state to their Client where an assignment is undertaken under the CREST name and utilising their Consultants. Equally, each Member will clearly state in the tender or contractual documentation if the work is not being run under CREST rules, regardless of whether their Consultants are being utilised.
- 3.3.2 Members Companies will conduct CREST Assignments in accordance with the CREST Member Company methodology as defined in the Member Company Application Form, with each task led by a suitably qualified Consultant.
- 3.3.3 Each Member Company will provide CREST contact details within each assignment if it is being conducted as a CREST Assignment and will reference the CREST Complaints Handling Process, the CREST Code of Conduct for Member Companies and the ethical requirements placed on them by CREST.
- 3.3.4 Each Member Company must understand fully the corporate objectives of the Client that underpin the proposed assignment, the scope, any issues, the constraints and any risks that need to be addressed. A risk assessment should be conducted prior to commencement of a CREST Assignment.
- 3.3.5 Each Member Company should understand the desired business benefits for the Client as a result of the assignment and how they will be measured.
- 3.3.6 The Member Company must fully explain the assignment deliverables.

- 3.3.7 Member Companies will not misrepresent or withhold information relating to the performance of products, tools, systems or Services (unless bound by confidentiality) nor take advantage of the lack of pertinent knowledge or the inexperience of others to mislead or misrepresent.
- 3.3.8 The Member Company must ensure that the scope of the CREST Assignment is fully documented, including any exclusions or restrictions to be applied and the location of the assignment.
- 3.3.9 The Member Company will ensure that Consultants holding the appropriate certification(s) are utilised in any CREST Assignment or that are required to satisfy the criteria for a particular Scheme.
- 3.3.10 Each Member Company will define the information and Services that will be provided to the Client. They must offer constructive written challenge to the Client if:
  - i. The requirement is unrealistic.
  - ii. Any of their Client's expectations are unreasonable.
  - iii. Any of the Client's requests are illegal or unethical.
  - iv. Their professional advice is overruled which would result in danger or loss for the Client. In these cases, the likely consequences must be outlined in writing to the Client.
- 3.3.11 Each Member Company must devise an acceptance strategy that will fairly demonstrate that the requirements of the assignment have been met.
- 3.3.12 Member Companies must practice responsible reporting at all stages of a CREST Assignment and ensure that any serious issues identified that require more formal reporting are highlighted to the client.
- 3.3.13 Each Member Company must be able to define the escalation/exception procedures to be followed in the event of deviation from the Assignment.
- 3.3.14 Member Companies must recognise the scope and applicability of any techniques or tools and resist any pressure to use inappropriate methods that do not comply with methodologies described in the Member Company Application Form.
- 3.3.15 All Member Companies must understand the limitations of their Consultants and what their certifications qualify them to do. The Member must not make misleading claims about the expertise of their Consultants and Members of Staff.
- 3.3.16 All Member Companies must ensure that any CREST Assignments that they undertake are covered by appropriate contract terms and that all local legislation of the country in which the assignment is being run and any sectoral requirements have been correctly authorised and are complied with.
- 3.3.17 Each Member Company must ensure that Consultants engaged in a CREST Assignment are familiar with their obligations under the CREST Code of Conduct for Consultants Engaged in CREST Accredited Service delivery.
- 3.3.18 All Member Companies must ensure that if an assignment is delivered for Services that the Member Company has not been Accredited for by CREST, that the Report provided to the Client clearly states that the Services are not covered by the Member Company's CREST Accreditation.

## 3.4. Regulations

- 3.4.1. All CREST Member Companies must maintain a thorough understanding of relevant regulations and guidelines and communicate changes to relevant Members of Staff. In particular:
  - i. Legislation concerning the use and misuse of electronic processing systems.
  - ii. Regulations applicable to the security of electronic processing systems.
- 3.4.2. Member Companies engaged in assignments abroad must comply with local legislation and regulations. Members should adhere to local ethical guidance and good practice, follow the guidance of CREST if in doubt, and may seek advice from reputable bodies in country if necessary.
- 3.4.3. Member Companies must keep up to date with new standards and regulations and promote their adoption as appropriate.
- 3.4.4. Member Companies must act at all times in a manner that gives full effect to their obligations under legal and regulatory frameworks and ensure that their Members of Staff do likewise.

## 3.5. Competencies

- 3.5.1 Each Member Company must keep up to date with the threats, vulnerabilities to those threats and the range of countermeasures available to avoid, reduce, or transfer risk and must regularly communicate these to relevant Members of Staff.
- 3.5.2 Member Companies should promote a culture where everyone recognises the importance of cyber security, strives to improve its quality and is aware of their responsibilities.
- 3.5.3 Member Companies should encourage incident reporting within their organisations to identify potential breaches of security.
- 3.5.4 Member Companies should have in place ongoing professional development programmes for all Members of Staff.
- 3.5.5 Member Companies must ensure that any internal training provision does not breach the CREST Member Company or CREST Examination Candidate Non-Disclosure Agreement and in particular those clauses relating to Examination Content.
- 3.5.6 Each Member Company must inform CREST immediately of matters affecting their capability to continue to fulfil the CREST requirements.

## 3.6. Client Interests

All CREST Member Companies must respect the interest of the Client and act in their best interests at all times.

- 3.6.1 Member Companies will ensure that they utilise professional judgement and act with professional objectivity and independence at all times. In this context, "independence" is taken to mean "independence of relationships which might be taken to impair objectivity".
- 3.6.2 Member Companies must not disclose to any third party, formally or informally, any information about their Clients or results of any assignments without the specific approval of the Client and/or unless obliged to do so by law or a governing Regulator.
- 3.6.3 Member Companies must declare any personal gains, financial or otherwise, that they may make from any proposed work and not falsify or conceal information for their own benefit.
- 3.6.4 Member Companies will seek to avoid any situation that may give rise to a conflict of interest between them and their client.
- 3.6.5 Member Companies will only accept those assignments for which they are qualified and competent to undertake. The Member Company will take responsibility for informing the Client if there is a question about the technical value of a particular engagement or aspect of the engagement.
- 3.6.6 Member Companies will safeguard the confidentiality of all information concerning their Clients.
- 3.6.7 Member Companies must disclose any interests in products which they may recommend to their Client.
- 3.6.8 Member Companies will not handle Client finances or place orders in their Client's name without prior written permission from the Client.

### 3.7. Sanctions

- 3.7.1. If CREST receives evidence of a breach of this Code of Conduct, sanctions may be applied to the Member Company in question which include (but are not limited to):
  - i. Immediate suspension or revocation of CREST membership and removal from the CREST website.
  - ii. Barring Consultants from attempting CREST examinations. CREST reserves the right to set a period of time for such a bar or to invoke such a bar indefinitely.

- iii. Barring the Member Company in question from attempting to re-join CREST. CREST reserves the right to set a period of time for such a bar or to invoke such a bar indefinitely.
- iv. Legal action for breach of a Non-Disclosure Agreement.
- v. Legal action for any theft of CREST intellectual property.
- vi. Informing appropriate third parties if the decision is suspension or removal from membership.
- vii. The right to reclaim the costs associated with any investigation into a breach of either this Code of Conduct or a Non-Disclosure Agreement.
- 3.7.2. CREST reserves the right to suspend or remove a Member Company from membership if they are found to have breached the requirements of the Service for which they have been Accredited.

## 3.8. Ethics

- 3.8.1. Members agree to abide by the Code of Ethics.
- 3.8.2. CREST Member Companies should ensure that their Members of Staff treat all people with respect and dignity and challenge any form of harassment, discrimination, intimidation, exploitation or abuse.

## 4. Signatures

Your signature indicates your acceptance of these terms and agreement that your data may be shared with CREST (International) and other CREST Local Councils.

## 5. CREST Complaints Handling Process

## 5.1. Executive Summary

The professional and efficient handling of complaints is a critical factor for all organisations in any industry.

The procedure should be based on the principles of natural justice which means that:

- The process is fair, timely and confidential
- The outcomes are justified and based on evidence.

An effective complaints handling procedure will:

- Use language that is easy to understand
- Describe the types of issues and complaints to which the procedure applies
- Outline the options available to resolve complaints
- Explain how formal complaints will be handled and give examples of possible outcomes
- · Include assurance around confidentiality and record keeping
- Provide an option to review a decision or recommendation
- State that there will be no victimisation or disadvantage conferred on the complainant
- Be reviewed regularly for effectiveness.

As part of the membership application process, CREST requires all Accredited Member Companies sign a mandatory Code of Conduct. The Code of Conduct contains the basic principles that underpin good business practice and ethics. It describes the standards of practice and behaviour that are expected of Member Companies and is enforceable by CREST if necessary. CREST also requires that Member Companies provide a copy of their client complaint handling process and, on approval, they are also required to update their process for CREST Assignments to reflect the requirements of the CREST Complaints Handling Process. CREST Member Companies also attest to providing CREST with the information it requires to conduct an investigation on behalf of a Client. CREST also requires that an Accredited Member Company's complaint handling process is provided to each Client and that they also provide CREST with relevant points of contact in the event of a complaint being made against them.

The following CREST Complaints Handling Process outline the principles that CREST will follow and the measures that we will take to investigate a complaint and reach a conclusion that is both fair and accepted by both Parties.

## 5.2. Definitions

- 5.2.1. "Accredited" in the context of this Code of Conduct means a Member Company that has successfully completed a CREST audit of its quality processes, data handling procedures, technical methodologies and any other assessment criteria required by CREST for delivery of a Service accredited by CREST.
- 5.2.2. "Certificant" in the context of this Complaints Handling Process, means an individual sitting a CREST examination or holding a CREST certification. For the avoidance of doubt, this includes individuals that:
  - i. are booked on to a CREST examination. and/or
  - ii. are in the process of taking a CREST examination. and/or
  - iii. have taken a CREST examination. and/or
  - iv. hold a CREST qualification, including any granted via equivalency recognition scheme (a "CREST Qualified Individual").
- 5.2.3. A "Client" means an organisation employing a CREST Member Company utilising Consultants where CREST has been referenced in tender or contractual documentation.
- 5.2.4. "Complainant" means the person or entity making the complaint, which may include CREST.
- 5.2.5. **"Consultant"**, in the context of this Complaints Process, means a skilled person who meets the following criteria:
  - i. the Member Company deems them to be appropriately qualified for the assignment they are involved, with which may or may not mean that they are a Certificant; and
  - ii. is providing specialist or expert advice and/or information and/or a Service to a Client of that CREST Member Company; and
  - iii. where that advice or information relates to the delivery of a Service for which the Member Company has been accredited by CREST.
- 5.2.6. "CREST" means CREST International and any or all of its group of companies and Local Councils.
- 5.2.7. **"CREST Assessor**" means an individual engaged by CREST from a CREST Member Company to deliver and manage CREST certifications.
- 5.2.8. "CREST Internal Staff" means any permanent, employed person within CREST.
- 5.2.9. A "CREST Member Company" or "Member Company" means a company who has passed the relevant CREST requirements, agreed to the CREST Code of Conduct and has paid any fees associated with membership.
- 5.2.10. "Employer" means the company employing or engaging the Consultant.
- $5.2.11. \quad \hbox{``Individual''} \ in \ the \ context \ of \ this \ Complaints \ and \ Resolutions \ Process, \ means \ a \ Consultant.$
- 5.2.12. "Member Company Application Form" means the latest completed CREST Member Application Form and associated reference material reviewed and agreed by CREST. Any reports to the Member Company of minor compliance issues will also be considered as being part of the application.

- 5.2.13. "Operating Executive" means the employed staff at CREST that comprise the management team.
- 5.2.14. A "**Region**" means a group of countries in a relevant geographical area as determined by CREST from time to time.
- 5.2.15. "Service" in the context of this Code of Conduct includes, but is not limited to:
  - i. Penetration Testing; and/or
  - ii. Intelligence-Led Testing; and/or
  - iii. Incident Response; and/or
  - iv. Threat Intelligence; and/or
  - v. Security Operations Centres; and/or
  - vi. Vulnerability Assessment

## 5.3. Scope

5.3.1 The Process below will be utilised for complaints received against a Member Company arising from a Client or potential Client or directly from CREST.

## 5.4. The Principles

- 5.4.1 Complaints will be investigated competently, diligently and impartially and assessed fairly, consistently and promptly at both the initial and final stages.
- 5.4.2 CREST aim to resolve complaints at the earliest opportunity and ensure Complainants are kept informed of the progress of their complaint. It is expected that most complaints should have been substantively addressed within eight weeks.
- 5.4.3 CREST undertake that no information revealed during an investigation conducted under this process will be made available to any third parties including International or Local Council Members. Additionally, the detail of any recommendations will not be made available to any third parties including CREST International Council and Local Council Members unless to comply with Clause 5.5.13 of this Process.
- 5.4.4 Complainants should attempt to resolve their issues directly with the Member Company and should use the CREST Complaints Handling Process as a last resort and provided that reference to CREST has been made in connection with the complaint at any point.
- 5.4.5 CREST reserves the right to devolve investigation of any aspects of the complaint to the CREST Local Council to which the Consultant under investigation is attached. Additional Non-Disclosure Agreements will be put in place if necessary.
- 5.4.6 This process may also be used to investigate incidents relating to CREST examinations in any Jurisdiction. In these circumstances, only CREST Assessors necessary for the investigation will be involved along with the requisite CREST internal staff. CREST reserves the right to engage with the CREST Assessors' Representatives on the CREST International Council and Local Council Members if it deems such action appropriate and proportionate. The wider Assessors group will not be advised of the detail unless it becomes necessary and/or appropriate based on any resultant recommendations.

- 5.4.7 Neither the CREST Member Company nor the Complainant will be victimised or disadvantaged during the process and thereafter. All Parties will treat each other with respect throughout the investigation.
- 5.4.8 Complainants should be aware that where legal proceedings are launched or pending, which may include Tribunals, CREST is unlikely to be able to reach a final decision until such proceedings are concluded for risk of prejudicing either Party. In these circumstances, it may be possible for CREST to provide an interim "without prejudice" view if necessary if all Parties in the dispute are agreeable to such action.

## 5.5. The Process

Complainants should, in the first instance, notify CREST of the general nature of their complaint or the incident. Such notification should be made via email to <a href="mailto:governance@crest-approved.org">governance@crest-approved.org</a>. On receipt of a potential complaint, CREST will register the relevant details and, based on the nature of the potential complaint or incident, will determine if any other individuals need to be involved in the investigation. The following procedure will then apply:

- 5.5.1. Acknowledgement of the receipt of the complaint will be sent to the Complainant within three working days.
- 5.5.2. The complaint will be investigated by the CREST Head of Governance & Legal and the investigation process will be overseen by the CEO of CREST.
- 5.5.3. CREST will decide if the documented Process to be applied is fit for purpose for the complaint received. Such decision will be based on the information provided by the Complainant. CREST reserves the right to develop an amended or bespoke process if the potential complaint warrants. Agreement from the CREST Member Company and the Complainant to any amended or bespoke process will be secured (see also 5.5.5 below).
- 5.5.4. CREST will issue the Complainant with details of the complaint handling process and request that a formal complaint is provided in an agreed format. The Complainant will be advised that the CREST Member Company must also agree to the process to be applied. If appropriate or necessary, CREST will issue or sign a non-disclosure agreement with the all the parties in question.
- 5.5.5. In parallel, CREST will issue a complaint notification to the Member Company and seek their agreement to the process to be applied for investigating the complaint.
- 5.5.6. CREST will review the complaint against the Code of Conduct for CREST Member Companies and, where applicable, also against the CREST Member Application Form, the Member Company Non-Disclosure Agreement and if applicable against the Code of Conduct for Consultants Engaged in CREST Accredited Service delivery.
- 5.5.7. CREST reserves the right to require access to the requisite evidence to support the investigation and where necessary to the appropriate Members of Staff from the Member Company. Such access may take the form of a pre-arranged visit or remote interviews with personnel which would be supported by access to requisite documentation to be provided either in hard copy or by electronic means.
- 5.5.8. For Member Companies Accredited for SOC, CREST reserves the right to conduct an on-site audit.
- 5.5.9. CREST will then issue an initial viewpoint report to the Member Company.

- 5.5.10. On receipt of the CREST initial viewpoint report, the Member Company will deliver a formal response to the report and potential allegations together with evidence of procedures and policies.
- 5.5.11. CREST will review the evidence and will, where appropriate, agree a set of actions and dates for the actions to be completed by and a review process to ensure the actions have been completed and issue a Recommendation Report in confirmation.

#### **Recommendation Review**

- 5.5.12. Where necessary, CREST reserves the right to engage the Services of independently selected industry experts to review the recommendations. Industry experts will be selected based on their relevance, qualifications and impartiality and will be agreed by all parties (CREST, the Complainant and the Member Company) in advance of their appointment. Where deemed necessary, a separate and mutually agreed NDA will be signed by all parties involved. In this circumstance, the following additional steps will be taken:
  - i. Experts will consider the CREST recommendations and either confirm them or agree amendments to them with CREST.
  - ii. CREST will issue a Recommendation Report to the Member Company in question based on the experts' view of the recommendations.
  - iii. Where appropriate, CREST may also issue a Recommendation Report, or extracts from it, to any Consultant(s) named in the complaint.
  - The CREST Member Company will be given the opportunity to respond.
  - v. CREST will agree the recommendations with the Member Company involved.
  - vi. CREST will issue a Summary Report to the Complainant outlining the agreed recommendations, any timeframe for their application and the process for ensuring their application.
  - vii. The recommendations will be enacted and appropriate steps taken to ensure the recommendations are fully complied with.
- 5.5.13. CREST may only provide details to relevant CREST International Council and Local Council Members where the recommendation is
  - i. that any Certificant's CREST qualification be revoked, and/or
  - ii. that a Member Company be removed from membership of CREST, and/or
  - iii. CREST becomes directly involved in legal action.

In these circumstances, an additional and mutually agreed NDA specific to the complaint will be required to be signed by all members of the Councils.

- 5.5.14. CREST will then give formal notice to the Complainant when the complaint resolution process is concluded and seek their agreement to close the complaint.
- 5.5.15. CREST will advise the Member Company when the complaint has been closed.

5.5.16. CREST reserves the right to advise appropriate third parties as necessary if a decision is taken to revoke a CREST qualification and/or suspend or remove a Member Company from CREST. This action will only be taken following discussions with the CREST Member Company. Third Party representatives may be requested to sign a specific NDA relating to the decision if necessary.

## **Right of Appeal**

5.5.17. If the recommendation is to revoke a CREST qualification from a Certificant and/or suspend or remove a Member Company from membership of CREST, the Certificant and the Member Company will have the right of appeal to the CREST International Council. The Operating Executive involved in the original decision will not participate in such an appeal.

## Guidelines for Use of CREST Logotype and Discipline Icons

#### 6.1. CREST Logo Colours

Wherever possible, the colour logotype shown opposite must be used at all times. To allow for flexibility of use, other versions have been provided for maximum impact in any application



#### 6.1.1 Colour Use

The logo consists of two elements: the graphic and the name. Both elements should always appear together in this format (see left). Never re-create or adapt the CREST logo under any circumstances (See Colour Palette, Clause 8).



#### 6.1.2 Solid Colour Use

Where it is not possible to use colour, the black version of the logo is used.

#### 6.1.3 Single Colour

Sometimes a black mono version may be required. The mono logo can be used in black with tints or reversed as a white solid.

When the logo is reversed, the background colour should be neutral eg. black or grey

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## 6.2. CREST Discipline Icons

CREST Discipline Icons are provided as Banners to member companies based on the disciplines to which they have been accredited. A member will be provided with any applicable combination. An example could be:









The banner to the left would be provided to a member company accredited to the following disciplines:

- Penetration Testing
- Intelligence-Led Penetration Testing (Simulated Target Attack & Response (STAR))
- Cyber Security Incident Response

The colour instructions for the CREST logotype are at Clause 1.

The following instructions relate to the individual discipline Icons.

	Vulnerability Assessment:
VA VA	The icon must always appear in the banner with the CREST logo. The colour instructions above apply to the logo.
PEN TEST	Penetration Testing: The icon must always appear in the banner with the CREST logo. The colour instructions above apply to the logo.
STAR Intelligence-led PT	Intelligence-Led Penetration Testing (Simulated Target Attack & Response (STAR)):  The icon must always appear in the banner with the CREST logo.  The colour instructions above apply to the logo.
STAR Threat intelligence	Simulated Target Attack & Response (STAR) Threat Intelligence: The icon must always appear in the banner with the CREST logo. The colour instructions above apply to the logo.
STAR-FS Intelligence-led PT	STAR-FS Intelligence Led Penetration Testing: The icon must always appear in the banner with the CREST logo. The colour instructions above apply to the logo.
STAR-FS Threat intelligence	STAR-FS Threat Intelligence: The icon must always appear in the banner with the CREST logo. The colour instructions above apply to the logo.

	Cyber Security Incident Response:		
	The icon must always appear in the banner with the CREST logo. The colour instructions above apply to the logo.		
CSIR			
	Secure Operations Centres:		
	The icon must always appear in the banner with the CREST logo. The colour instructions above apply to the logo.		
0	,		
SOC			
	OVS Apps		
	The icon must always appear in the banner with the CREST logo.		
OVS Apps	The colour instructions above apply to the logo.		
	OVS Mobile		
	The icon must always appear in the banner with the CREST logo.		
OVS Mobile	The colour instructions above apply to the logo.		

#### 6.3. Unacceptable uses

- 6.3.1 It is not acceptable under any circumstances to:
  - i. Change the colour of any element of the logotype or icon;
  - ii. Change the size or position of any element of the logotype or icon as provided;
  - iii. Change the shape of any element of the logotype or icon as provided.
- 6.3.2 Please also refer to Usage at Section 5 for additional usage criteria.

### 6.4. Positioning and Size

- 6.4.1. The logotype and icon(s)must always appear to float in an open area, free and separate from any surrounding detail. A space equivalent to one quarter of the height of the word whole logo must be allowed on all sides of the logotype.
- 6.4.2. Whenever possible, the logotype should not appear smaller than a width of 12mm.

#### 6.5. Primary Typeface

- 6.5.1 The primary typeface to be used in conjunction with the CREST logotype is Helvetica.
- 6.5.2 Frutiger can be obtained in a variety of weights.
- 6.5.3 It is acceptable to use the typeface Arial **ONLY** when Helvetica is not available.
- 6.5.4 Arial can be used for MS Word documents, letters and inhouse created documentation.
- 6.5.5 Note:

More illustrative information can be found in the Corporate Guidelines document which is sent to each CREST Member Company on acceptance into membership.

#### 6.6. Usage

- 6.6.1 Members are encouraged to use the CREST logo on their stationery, marketing brochures, websites, etc. subject to the following provisions and noting the usage criteria below.
  - i) If you link to our web address, please use 'www.' at the start of the url, ie. www.crest-approved.org;
  - ii) When referring to CREST please make sure you refer to us as either CREST or CREST (International). Please note we do **NOT** trade as the Council of Registered Ethical Security Testers;
  - iii) When referring to CREST please ensure that the word CREST is always displayed **ONLY** in capital letters, ie. never Crest or crest.
  - iv) Never re-create or adapt the CREST logo under any circumstances.

#### Member Companies:

- 6.6.2 By signing the Code of Conduct, CREST Member Companies and CREST Qualified Individuals undertake the following with regard to the usage of the CREST logotype:
  - i. That only accredited CREST Member Companies may use the CREST logo;
  - ii. That they will only make claims regarding their CREST membership with respect to the scope for which membership has been granted as indicated on their completed CREST Membership Application Form and Certificate of Membership:
  - iii. That they will not use CREST membership in such a way as to bring CREST into disrepute;
  - iv. That they will not make misleading or unauthorised statements regarding their CREST membership or that of the CREST Qualified Individuals that undertake CREST assignments on their behalf;
  - v. That they will discontinue use of all claims to CREST membership containing reference to CREST upon suspension, withdrawal or expiry of their CREST membership.

#### Qualified Individuals:

- 6.6.3 By signing the Code of Conduct, CREST Qualified Individuals undertake the following with regard to the usage of the CREST logotype:
  - i. That they will only use the CREST name in relation to their own name (CVs etc.), not imply nor state any Company Membership;
  - ii. That they will only make claims regarding their CREST certification with respect to the qualification they achieved as indicated on their CREST Qualification.
  - iii. Certificate;
  - iv. That they will comply with the provisions of the CREST Certification Scheme;
  - v. That they will discontinue use at the expiry of their CREST certification or if their qualification(s) are revoked or suspended;
  - vi. That they will not use any certificates issued by CREST in a misleading manner;
  - vii. That they will return any certificates issued by CREST upon suspension, withdrawal or expiry of their CREST certification.
- 6.6.4 For the avoidance of doubt, CREST Qualified Individuals are not entitled to use the CREST logo, other than as permitted on LinkedIn (<u>Examination FAQs CREST (crest-approved.org</u>)).

#### 6.7. <u>Corrective Measures</u>

- 6.7.1 The CREST logotype remains the intellectual property of CREST and use of the brand is at the sole discretion of CREST.
- 6.7.2 If these guidelines are breached in any way, CREST reserves the right to institute legal action.
- 6.7.3 CREST Member Companies should contact CREST if they are unsure as to the acceptability of their proposed usage of the CREST logotype.

## 6.8. Colour Palette

Our corporate colour palette is a key distinguishing aspect of our brand identity. It comprises of four core colours: CREST corporate blue, green, white and grey. We also use highlight colours to emphasise important information, add distinction and bring a subtle warmth to our communications. The following provide detailed guidance on how to use our colour palette

C70/M11/Y0/K0	C68/M0/Y38/K0	C100/M93/Y36/K27	C100/M94/Y42/K46	Core colours: CREST core colour palette provides a consistent and recognisable backdrop for all CREST communications. The core colours must always be the dominant colour on the page
R46/G174/B228	R37/G199/B183	R17/G29/B94	R12/G21/B69	
#2EAEE4	#25C7B7	#111D5E	#0C1545	
C0/M60/Y100/K0	C44/M0/Y77/K0	C10/M100/Y100/K10	C0/M22/Y91/K0	Highlight colours: In addition to these core colours, we also use highlight colours to emphasise key information and help to create distinctive communications. These are to be used sparingly and not instead of, or made to overpower, the core colours.
R245/G130/B32	R152/G204/B106	R198/G29/B35	R255/G200/B47	
C44/M0/Y0/K65	C34/M0/Y0/K50	C24/M0/Y0/K35	C14/M0/Y0/K20	Foundation colours: These are primarily meant for use as background tints and in tables, graphical elements etc.
R57/G102/B120	R93/G131/B149	R133/G164/B179	R178/G199/B211	

## **Amendment List**

This document has been amended in the areas described below:

<ul><li>a. Section reference</li><li>b. Clause Reference</li><li>c. Date Issued</li></ul>	Description of Changes	Authorised by	Version No. issued
a. 6 b. 6.2 c. 28.09.2022	OVS icons added	Elaine A Luck	21
a. 6 b. 6.6 (6.6.4 new) c. 28.10.2022	Clarification of use of logo by CREST Qualified Individuals	Elaine A Luck	22
a. 3 b. 3.2.8 c. 12.01.2023	New clause	Elaine A Luck	23
a. 3 b. 3.3.16 c. 12.01.2023	CREST assignment terms clarified	Elaine A Luck	23
a. 6 b. 6.2 c. 15.12.2023	Errors in STAR and STAR-FS logos corrected	Elaine A Luck	24
a. Throughout b. c. 15.12 2023	Reference to Chapters replaced by Local Council. Appropriate definitions added.	Elaine A Luck	24
a. b. c.			
a. b. c.			
a. b. c.			



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