



FISC Security Guidelines 9th Edition (revised March 2020)

Google Cloud Platform Mapping

This document is designed to help financial institutions supervised by the Financial Services Agency of Japan (“**regulated entity**”) to consider the FISC Security Guidelines on Computer Systems for Financial Institutions 9th edition (revised March 2020) (“**framework**”) in the context of Google Cloud Platform (“**GCP**”) and the Google Cloud Financial Services Contract.

In this document, we focus on Guideline 21 about contract requirements. For each paragraph, we provide commentary to help you understand how you can address the requirements using the Google Cloud services and the Google Cloud Financial Services Contract. Regulated entities should use the table below together with the 9th edition (revised March 2020) of the framework [available from FISC](#).

If you would like to understand how our control environment aligns with the FISC Security Guideline more broadly, you can request the Google Cloud FISC handbook via your Google Cloud account representative.

#	Reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
1	C21	Google concludes the Google Cloud Financial Services Contract with regulated entities.	N/A
2	1.	The Google Cloud Financial Services Contract addresses each of the items in the framework. To assist you, we’ve provided information for each of the areas you need to consider in the rows that follow. <u>Changes to contract</u> For more information on changes to the contract refer to Row 9. For more information on changes to the service refer to Row 10.	N/A N/A
3	1. (1) Basic provisions		
4	1.(1),1)	The roles and responsibilities of the parties, definition of terms, and governing law are set out in the Google Cloud Financial Services Contract. Damages are also addressed in the Google Cloud Financial Services Contract. In particular, if Google’s performance of the Services does not meet the Google Cloud Platform Service Level Agreements regulated entities may claim service credits.	Definitions; Liability; Governing Law Services
5	1.(1), 2)	N/A	N/A
6	1.(1), 3)	<u>Quality</u> You can monitor Google’s performance of the Services (including the SLAs) on an ongoing basis using the functionality of the Services. <u>Verification</u> Google recognizes that you expect independent verification of our security, privacy and compliance controls. Google undergoes several independent third-party audits on a regular basis to provide this assurance. Google commits to comply with the following key international standards during the term of our contract with you: <ul style="list-style-type: none"> • ISO/IEC 27001:2013 (Information Security Management Systems) • ISO/IEC 27017:2015 (Cloud Security) • ISO/IEC 27018:2014 (Cloud Privacy) • PCI DSS • SOC 1 • SOC 2 • SOC 3 	Ongoing Performance Monitoring Certifications and Audit Reports



FSA – FISC Control Guidelines

Google Cloud Platform Mapping

#	Reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
		You can review Google's current certifications and audit reports at any time.	
7	1.(1), 4)	<p><u>Working hours</u></p> <p>The SLAs contain Google's commitments regarding availability of the Services. They are available on the Google Cloud Platform Service Level Agreements page.</p> <p><u>Accessible locations</u></p> <p>To provide you with a fast, reliable, robust and resilient service, Google may store and process your data where Google or its subprocessors maintain facilities.</p> <ul style="list-style-type: none"> Information about the location of Google's facilities and where individual GCP services can be deployed is available on our Global Locations page. Information about the location of Google's subprocessors' facilities is available on our Google Cloud subprocessors page. <p>Google provides the same contractual commitments and technical and organizational measures for your data regardless of the country / region where it is located. In particular:</p> <ul style="list-style-type: none"> The same robust security measures apply to all Google facilities, regardless of country / region. Google makes the same commitments about all its subprocessors, regardless of country / region. <p>Google provides you with choices about where to store your data. Once you choose where to store your data, Google will not store it outside your chosen region(s).</p> <p>You can also choose to use tools provided by Google to enforce data location requirements. For more information, see our Data residency, operational transparency, and privacy for customers on Google Cloud Whitepaper.</p>	<p>Services</p> <p>Data Location (Service Specific Terms)</p> <p>Data Security; Subprocessors (Data Processing and Security Terms)</p> <p>Data Transfers (Data Processing and Security Terms)</p>
8	1.(1), 5)	Refer to your Google Cloud Financial Services Contract.	Use Restrictions
9	1.(1), 6)	As services and technology change, Google may update certain terms at URLs that apply to all our customers. Any updates must meet strict criteria. For example, they must not result in a material degradation of the overall security of the services or have a material adverse impact on your existing rights. Beyond these limited updates, any contract changes must be made in writing and signed by both parties.	Changes to Terms; Amendments
10	1.(1), 7)	<p>Google continuously updates the services to enable our customers to take advantage of the most up-to-date technology. Given the one-to-many nature of our service, updates apply to all customers at the same time.</p> <p>Google will not make updates that materially reduce the functionality, performance, availability or security of the Services. If Google needs to discontinue a service without replacing it, you will receive at least 12 months' advance notice. Google will continue to provide support and product and security updates during this period.</p>	Changes to Services
11	1. (2)	<p><u>Service specifications</u></p> <p>The GCP services are described on our services summary page.</p>	Definitions



FSA – FISC Control Guidelines

Google Cloud Platform Mapping

#	Reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
		<p><u>Data protection</u></p> <p>This is addressed in the Data Processing and Security Terms where Google makes commitments to protect your data, including regarding security, use, incidents, access and retention.</p>	Data Security; Security Measures (Data Processing and Security Terms)
12	1.(2), 1)	<p><u>Fees</u></p> <p>Refer to your Google Cloud Financial Services Contract.</p> <p><u>Expiry</u></p> <p>Refer to your Google Cloud Financial Services Contract.</p>	<p>Payment Terms</p> <p>Term and Termination</p>
13	1.(2), 2)	Refer to Row 11 for a description of the GCP services. The customer decides which services to use, how to use them and for what purpose. Therefore the customer stays in control of the relevant activities.	N/A
14	1.(2), 3)	Refer to Row 11 for a description of the GCP services and Row 10 on service modifications.	N/A
15	1.(2), 4)	Refer to your Google Cloud Financial Services Contract.	Confidentiality
16	1.(2), 5)	Google will ensure its employees comply with Google's security measures and that all personnel authorized to process customer data are under an obligation of confidentiality.	Data Security; Security Compliance by Google Staff (Data Processing and Security Terms)
17	1.(2), 6)	<p>The security of a cloud service consists of two key elements:</p> <p><u>(1) Security of Google's infrastructure</u></p> <p>Google manages the security of our infrastructure. This is the security of the hardware, software, networking and facilities that support the Services.</p> <p>Given the one-to-many nature of our service, Google provides the same robust security for all our customers.</p> <p>Google provides detailed information to customers about our security practices so that customers can understand them and consider them as part of their own risk analysis.</p> <p>More information is available at:</p> <ul style="list-style-type: none"> Our infrastructure security page 	Data Security; Security Measures (Data Processing and Security Terms)



FSA – FISC Control Guidelines

Google Cloud Platform Mapping

#	Reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
		<ul style="list-style-type: none"> • Our security whitepaper • Our cloud-native security whitepaper • Our infrastructure security design overview page • Our security resources page <p>In addition, you can review Google’s SOC 2 report.</p> <p><u>(2) Security of your data and applications in the cloud</u></p> <p>You define the security of your data and applications in the cloud. This refers to the security measures that you choose to implement and operate when you use the Services.</p> <p><u>(a) Security by default</u></p> <p>Although we want to offer you as much choice as possible when it comes to your data, the security of your data is of paramount importance to Google and we take the following proactive steps to assist you:</p> <ul style="list-style-type: none"> • Encryption at rest. Google encrypts customer data stored at rest by default, with no additional action required from you. More information is available at: https://cloud.google.com/security/encryption-at-rest/default-encryption. • Encryption in transit. Google encrypts and authenticates all data in transit at one or more network layers when data moves outside physical boundaries not controlled by Google or on behalf of Google. More information is available at https://cloud.google.com/security/encryption-in-transit. <p><u>(b) Security products</u></p> <p>In addition to the other tools and practices available to you outside Google, you can choose to use tools provided by Google to enhance and monitor the security of your data. Information on Google’s security products is available on our Cloud Security Products page.</p> <p><u>(c) Security resources</u></p> <p>Google also publishes guidance on:</p> <ul style="list-style-type: none"> • Security best practices • Security use cases 	
18	1.(2), 7)	Regulated entities can use Cloud Storage as part of their backup routine. Refer to our Disaster Recovery Building Blocks and Disaster Recovery Scenarios for Data articles for more information about how you can use the services for data backup.	Customer’s Security Responsibilities
19	1. (3)	<p>You can monitor Google’s performance of the Services (including the SLAs) on an ongoing basis using the functionality of the Services.</p> <p>If Google’s performance of the Services does not meet the Google Cloud Platform Service Level Agreements regulated entities may claim service credits.</p>	Ongoing Performance Monitoring Services



FSA – FISC Control Guidelines

Google Cloud Platform Mapping

#	Reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
20	1. (4)	<p><u>Information</u></p> <p>Google commits to only access or use your data to provide the Services ordered by you and will not use it for any other Google products, services, or advertising.</p> <p><u>Cooperation with supervisory authorities</u></p> <p>Google grants audit, access and information rights to supervisory authorities and their appointees. This includes access to both documentation and information and the right to conduct onsite visits.</p> <p>Google will fully cooperate with supervisory authorities exercising their audit, information and access rights.</p> <p><u>Reporting, communication and Incident Response</u></p> <p>Google will make information about developments that materially impact Google’s ability to perform the Services in accordance with the SLAs available to you. More information is available on our Incidents & the Google Cloud dashboard page</p> <p>In addition, Google will notify you of data incidents promptly and without undue delay. More information on Google’s data incident response process is available in our Data incident response whitepaper.</p>	<p>Protection of Customer Data</p> <p>Regulator Information, Audit and Access</p> <p>Enabling Customer Compliance</p> <p>Significant Developments</p> <p>Data Incidents (Data Processing and Security Terms)</p>
21	1.(4), 1)	<p>You can monitor Google’s performance of the Services (including the SLAs) on an ongoing basis using the functionality of the Services.</p> <p>For example:</p> <ul style="list-style-type: none"> • The Status Dashboard provides status information on the Services. • Google Cloud Operations is an integrated monitoring, logging, and diagnostics hosted solution that helps you gain insight into your applications that run on GCP. • Access Transparency is a feature that enables you to review logs of actions taken by Google personnel regarding your data. Log entries include: the affected resource, the time of action, the reason for the action (e.g. the case number associated with the support request); and data about who is acting on data (e.g. the Google personnel’s location). 	<p>Ongoing Performance Monitoring</p>
22	1.(4),2)	<p>You can provide Google instructions about your data and Google will comply with those instructions. Regulated entities can use the following functionality to provide instructions to Google about the Services:</p> <ul style="list-style-type: none"> • Cloud Console: A web-based graphical user interface that customers can use to manage their GCP resources. • gcloud Command Tool: A tool that provides the primary command-line interface to GCP. A command-line interface is a user interface to a computer’s operating 	<p>Google’s Compliance with Instructions (Data Processing and Security Terms)</p>



FSA – FISC Control Guidelines

Google Cloud Platform Mapping

#	Reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
		<p>system.</p> <ul style="list-style-type: none"> • Google APIs: Application programming interfaces which provide access to GCP. 	
23	1.(4),3)	Refer to your Google Cloud Financial Services Contract.	Governing Law
24	1.(4),4)	<p>In addition to the support services described on our technical support services guidelines page, Google provides documentation to explain how regulated entities and their employees can use our services. In particular, information about how customers can use our Services in their own business contingency planning is available in our Disaster Recovery Planning Guide.</p> <p>If a regulated entity would like more guided training, Google also provides a variety of courses and certifications.</p>	Technical Support
25	1.(4),5)	Information about how customers can use our Services in their own business contingency planning is available in our Disaster Recovery Planning Guide . In particular, refer to the Architecting disaster recovery for cloud infrastructure outages article for information about how you can achieve your desired RTO and RPO for your applications.	Business Continuity and Disaster Recovery
26	1.(4),6)	For more information on Google’s process for reporting incidents refer to Row 20.	N/A
27	1.(4),7)	<p>For more information on Google’s process for reporting incidents refer to Row 20.</p> <p>In addition, Google recognizes that you need visibility into who did what, when, and where for all user activity on our service.</p> <ul style="list-style-type: none"> • Cloud Audit Logs help your security teams maintain audit trails in GCP and view detailed information about Admin activity, data access, and system events. <p>In addition, you can also monitor and control the limited actions performed by Google personnel on your data using these tools:</p> <ul style="list-style-type: none"> • Access Transparency is a feature that enables you to review logs of actions taken by Google personnel regarding your data. Log entries include: the affected resource, the time of action, the reason for the action (e.g. the case number associated with the support request); and data about who is acting on data (e.g. the Google personnel’s location). • Access Approval is a feature that enables you to require your explicit approval before Google support and engineering teams are permitted access to your customer content. Access Approval provides an additional layer of control on top of the transparency provided by Access Transparency. 	N/A
28	1.(4),8)	<p>Google will implement a business continuity plan for the Services, review and test it at least annually and ensure it remains current with industry standards. Regulated entities can review our plan and testing results.</p> <p>In addition, information about how customers can use our Services in their own business contingency planning is available in our Disaster Recovery Planning Guide.</p>	Business Continuity and Disaster Recovery
29	1. (5)	<p>Google will comply with all laws and regulations applicable to it in the provision of the Services.</p> <p>You can review information about our mission, philosophies and culture on Alphabet’s Investor Relations page. It also provides information about our organisational policies e.g. our Code of Conduct.</p>	Representations and Warranties



FSA – FISC Control Guidelines

Google Cloud Platform Mapping

#	Reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
30	1. (6)	<p><u>Termination</u></p> <p>Regulated entities can elect to terminate our contract for convenience with advance notice, including if necessary to comply with law.</p> <p>In addition, regulated entities may terminate our contract with advance notice for Google’s material breach after a cure period, for change in control or for Google’s insolvency.</p> <p><u>Deletion</u></p> <p>On termination of the contractual relationship, Google will comply with your instruction to delete Customer Data from Google systems. For more information about deletion refer to our Deletion on Google Cloud Platform whitepaper.</p> <p><u>Transition assistance</u></p> <p>For more information on how Google can assist on transition of the service to another service provider or back to the regulated entity refer to Row 33.</p>	<p>Term and Termination</p> <p>Deletion on Termination (Data Processing and Security Terms)</p> <p>N/A</p>
31	1.(6), 1)	For more information on the regulated entity’s ability to terminate the contract refer to Row 30.	N/A
32	1.(6), 2)	On termination of the contractual relationship, Google will comply with the regulated entity’s instruction to delete Customer Data from Google’s systems. For more information about deletion refer to our Deletion on Google Cloud Platform whitepaper .	Deletion on Termination (Data Processing and Security Terms)
33	1.(6), 3)	<p>Google recognises that regulated entities need sufficient time to exit our services (including to transfer services to another service provider). To help regulated entities achieve this, upon request, Google will continue to provide the services for 12 months beyond the expiry or termination of the contract.</p> <p>Google will enable you to access and export your data throughout the duration of our contract and during the post-termination transition term. You can export your data from the Services in a number of industry standard formats. For example:</p> <ul style="list-style-type: none"> • Google Kubernetes Engine is a managed, production-ready environment that allows portability across different clouds as well as on premises environments. • Migrate for Anthos allows you to move and convert workloads directly into containers in Google Kubernetes Engine. • You can export/import an entire VM image in the form of a .tar archive. Find more information on images and storage options on our Compute Engine Documentation page. <p>Our Services enable you to transfer your data independently. You do not need Google’s permission to do this. However, if a regulated entity would like support, upon request, Google will provide advisory and implementation services to assist in migrating workloads or otherwise transitioning use of the Services.</p>	<p>Transition Term</p> <p>Data Export (Data Processing and Security Terms)</p> <p>Transition Assistance</p>



FSA – FISC Control Guidelines

Google Cloud Platform Mapping

#	Reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
34	1. (7)	Refer to your Google Cloud Financial Services Contract.	Liability
35	1. (8)	You retain all intellectual property rights in your data, the data you derive from your data using our services and your applications. Google commits to only access or use your data to provide the Services ordered by you and will not use it for any other Google products, services, or advertising.	Intellectual Property Protection of Customer Data
36	1. (9)		
37	1. (9), 1)	Google commits to only access or use your data to provide the Services ordered by you and will not use it for any other Google products, services, or advertising.	Protection of Customer Data; Confidentiality
38	1. (9), 2)	For more information on Google’s reporting, communication and incident response refer to Row 20.	N/A
39	1. (10) Outsourcing to multiple contractors		
40	1. (10)	This is a customer consideration	N/A
41	1. (11) Management of subcontractors		
42		<p>Google recognizes that regulated entities need to consider the risks associated with subcontracting. We also want to provide you and all our customers with the most reliable, robust and resilient service that we can. In some cases there may be clear benefits to working with other trusted organizations e.g. to provide 24/7 support.</p> <p>To enable regulated entities to retain oversight of any subcontracting and provide choices about the services regulated entities use, Google will:</p> <ul style="list-style-type: none"> • provide information about our subcontractors; • provide advance notice of changes to our subcontractors; and • give regulated entities the ability to terminate if they have concerns about a new subcontractor. <p>Google requires our subcontractors to meet the same high standards that we do. In particular, Google requires our subcontractors to comply with our contract with you. Before engaging a subcontractor, Google will conduct an assessment considering the risks related to subcontractor and the function to be subcontracted to confirm</p>	Google Subcontractors



FSA – FISC Control Guidelines

Google Cloud Platform Mapping

#	Reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
		that the subcontractor is suitable.	
43	1. (11), 2)	Google will remain accountable to you for the performance of all subcontracted obligations.	Google Subcontractors
44	1. (11), 3)	Google will oversee the performance of all subcontracted obligations and ensure our subcontractors comply with our contract with you (including the audit and access rights, and security requirements).	Google Subcontractors
45	1. (11), 4)	Regulated entities should have a choice about the parties who provide services to them. To ensure this, regulated entities have the choice to terminate our contract if they think that a subcontractor change materially increases their risk or if they do not receive the agreed notice.	Google Subcontractors
46	1. (12) Audit and monitoring		
47	1. (12), 1)	Google grants audit, access and information rights to regulated entities, supervisory authorities and both their appointees.	Regulator Information, Audit and Access; Customer Information, Audit and Access
48	1. (12), 2)	Google is committed to supporting regulated entities with audits or examinations of our services. As this support is not included in our usual publicly listed service fees, Google may charge an additional fee in connection with an audit or examination. Google will provide further details of any fee in advance of the activity when the scope of the activity is known.	Enabling Customer Compliance; Fees
49	1. (12), 3)	Google is committed to supporting regulated entities with audits or examinations of our services and will fully cooperate with regulated entities exercising their audit, information and access rights.	Enabling Customer Compliance
50	1. (13)		
51	1. (13), 1)	Google grants audit, access and information rights to regulated entities and their appointees. This includes access to both documentation and information and the right to conduct onsite visits.	Customer Information, Audit and Access
52	1. (13), 2)	Prior discussions about scope will enable Google to deliver an effective audit. For example, we can ensure the relevant Google experts are available and prepared to make the most of your time. Notice also enables Google to plan the audit so that it does not create undue risk to your environment or that of any other Google customer.	Arrangements
53	1. (13), 3)	Regulated entities may access their data on the services at any time and may provide their supervisory authority with access. For more information on site visits and prior discussion refer to Row 52.	N/A



FSA – FISC Control Guidelines

Google Cloud Platform Mapping

#	Reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
54	1. (14)	Failure and replacement of storage devices	
55	1. (14)	For more information about deletion, including secure decommissioning when physical storage media reaches the end of its life-cycle refer to our Deletion on Google Cloud Platform whitepaper .	Data Deletion (Data Processing and Security Terms)
56	1. (15)	Precautions related to failure support contracts abroad	
57	1. (15)	Our support services are available in Japanese language. For more information about our language support refer to our Language Support page .	Technical Support
58	1. (16)	Ensuring traceability	
59	1. (16)	For more information on Google's reporting, communication and data incident response refer to Row 20. For more information about traceability refer to Row 27.	N/A
60	2.	The SLAs contain Google commitments regarding availability of the Service. They are available on the Google Cloud Platform Service Level Agreements page. The Technical Support Services Guidelines describe our support response times.	Services Technical Support
61	3.	Information about how customers can use our Services in their own business contingency planning is available in our Disaster Recovery Planning Guide .	N/A
62	3. (1)	For more information on data extraction and Google's cooperation with the data migration process refer to Row 33.	N/A
63	3. (2)	For more information on data extraction refer to Row 33. The cost of migration is transparent and based on our publicly listed service fees. Our services enable you to transfer your data independently. However, if a regulated entity would like support, upon request, Google will provide advisory and implementation services to assist in migrating workloads or otherwise transitioning use of the Services subject to agreeing additional fees.	Transition Assistance
64	3. (2)	For more information on security refer to Row 17.	N/A