



MaRisk AT 9 Outsourcing

Google Workspace Mapping

This document is designed to help institutions within the scope of the the Bundesanstalt für Finanzdienstleistungsaufsicht's (BaFin) and the Deutsche Bundesbank's supervisory mandate ("regulated entity") to consider AT 9 (Outsourcing) of the [Minimum Requirements for Risk Management](#) ("framework"), in the context of Google Workspace and the Google Cloud Financial Services contract.

We focus on the following requirements of the framework: AT 9(6) to AT 9(11). 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.

#	Framework reference	Google Cloud Commentary	Google Cloud Financial Services Contract reference
1.	AT 9(6). In the case of material outsourced activities and processes, the institution, in the event of an intended or expected termination of the outsourcing arrangement, shall take safeguards to ensure the continuity and quality of the outsourced activities and processes also after the termination of the outsourcing arrangement. In cases of unintended or unexpected termination of these outsourced activities and processes that might seriously impair business activity, the institution shall examine the feasibility of and adopt possible courses of action. This shall entail, as far as meaningful and possible, defining corresponding exit processes. The courses of action shall be reviewed both regularly and on an ad hoc basis.	<p>Google recognizes 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 the transition term. More information is available on our Google Account help page. In addition, Data Export is a feature that makes it easy to export and download a copy of your data securely from our Services.</p>	Transition Term
2.	AT 9(7). In the case of material outsourced activities and processes, the outsourcing contract shall specifically:		
3.	(a) specify and, where appropriate, delineate the services to be provided by the external service provider,	The Google Workspace services are described on our services summary page.	Definitions
4.	(b) set out appropriate internal and external auditors' rights of information and review,	Google grants information, audit and access rights to regulated entities and their appointees. This includes the regulated entity's internal audit department or a third party auditor appointed by the regulated entity.	Customer Information, Audit and Access
5.	(c) ensure that the competent authorities pursuant to section 25b (3) of the Banking Act retain unrestricted rights of information and review and the ability to supervise with regard to the outsourced activities and processes,	Google grants information, audit and access rights to supervisory authorities and their appointees.	Regulator Information, Audit and Access
6.	(d) include powers to give instructions, where necessary,	<p>Regulated entities have the right to issue instructions to Google. To do this, the regulated entities can use the following functionality of the Services:</p> <ul style="list-style-type: none">• Admin Console: A web-based graphical user interface that customers can use to manage their Google Workspace resources.	Instructions



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7.	(e) include rules ensuring compliance with data protection provisions and other security requirements,	<p>This is addressed in the Data Processing Amendment.</p> <p><u>Data protection</u></p> <p>Google will comply with all European and national data protection regulations applicable to it in the provision of the Services.</p> <p><u>Security</u></p> <p>The security of a cloud service consists of two key elements:</p> <p>(1) <u>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. Given the one-to-many nature of our service, Google provides the same robust security for all our customers. 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• Our 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>(2) <u>Security of your data and applications in the cloud</u></p>	<p>Representations and Warranties</p> <p>Data Security (Data Processing Amendment)</p>



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		<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>(a) <u>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 certain data while it is stored at rest on a disk (including solid-state drives) or backup media. Even if an attacker or someone with physical access obtains the storage equipment containing your data, they won't be able to read it because they don't have the necessary encryption keys.• Encryption in transit. Google encrypts all data while it is "in transit"—traveling over the Internet and across the Google network between data centers. Should an attacker intercept such transmissions, they will only be able to capture encrypted data, at one or more network layers when data moves outside physical boundaries not controlled by Google or on behalf of Google. <p>(b) <u>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>(c) <u>Security resources</u></p> <p>Google also publishes guidance on:</p>	



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		<ul style="list-style-type: none"> ● Security best practices ● Security use cases 	
8.	(f) specify termination rights and appropriate notice periods,	Refer to your Google Cloud Financial Services Contract	Term and Termination
9.	(g) include rules covering the possibility and modalities of subcontracting which ensure that the institution continues to comply with the prudential supervisory requirements,	Refer to Row 11 on subcontracting.	N/A
10.	(h) obligate the external service provider to inform the institution of any developments that might impair the proper performance of the outsourced activities and processes.	<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 Status Dashboard page.</p> <p>In addition, Google will notify you of data incidents promptly and without undue delay. Information on the reliability of the Services is available on our Google Cloud Help page.</p>	<p>Significant Developments</p> <p>Data Incidents (Data Processing Amendment)</p>
11.	AT9 (8). With respect to subcontracting, where possible, either the outsourcing institution shall be given the right to reserve approval or concrete provisions shall be agreed in the outsourcing agreement specifying when individual work and process steps may be subcontracted. At the very least, it shall be contractually ensured that the agreements the external service provider has with subcontractors are consistent with the contractual arrangements of the original outsourcing agreement. In addition, the contractual requirements shall include in case of subcontracting an obligation on the part of the external service provider to provide information to the outsourcing institution. In the event that the external service provider subcontracts activities or processes to a third party, it shall remain responsible for reporting to the outsourcing institution.	<p>Google recognizes that regulated entities need to consider the risks associated with sub-outsourcing. 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>Although Google will provide you with information about the organizations that we work with, we cannot agree that we will never sub-outsource. Given the one-to-many nature of our service, if we agreed with one customer that we would not sub-outsource, we would potentially be denying all our customers the benefit motivating the sub-outsourcing.</p> <p>To enable regulated entities to retain oversight of any sub-outsourcing 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. 	Google Subcontractors.



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		<p>Google will oversee the performance of all subcontracted obligations and ensure our subcontractors comply with our contract with you.</p> <p>In particular, we recognize that sub-outsourcing must not reduce the regulated entity's ability to oversee the service or the competent authority's ability to supervise the regulated entity. To preserve this, Google will ensure our subcontractors comply with the information, audit and access rights we provide to regulated entities and supervisory authorities.</p>	
12.	AT9 (9) The institution shall appropriately manage the risks associated with material outsourced activities and processes and shall properly monitor the provision of the outsourced activities and processes. This shall include regularly evaluating the external service provider's performance on the basis of defined criteria.	<p>You can monitor the performance of the Services (including the SLAs) on an ongoing basis using the functionality of the Services. For example:</p> <ul style="list-style-type: none">• The Status Dashboard provides status information on the Services.• Admin Console Reports allow you to examine potential security risks, measure user collaboration, track who signs in and when, analyze administrator activity, and much more.• Access Transparency is a feature that enables you to review logs of actions taken by Google personnel regarding your user content. 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).	Ongoing Performance Management
13.	AT9 (10) The institution shall clearly specify the responsibilities for managing and monitoring material outsourced activities and processes. If special functions pursuant to number 5 are completely outsourced, the management board shall appoint a responsible officer for each function who shall ensure that the respective tasks are being properly performed. The requirements of AT 4.4 and BT 2 shall be complied with accordingly.	This is a customer consideration.	N/A



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14.	AT9 (11) The requirements governing the outsourcing of activities and processes shall be complied with also in the event that the outsourced activities and processes are subcontracted.	Refer to Row 11 on sub-outsourcing.	N/A