



NOMOR 4/POJK 05/2021

Google Workspace Mapping

This document is designed to help non-bank financial institutions ("NBFIs") supervised by the OJK ("regulated entity") to consider POJK 05/2021 on the application of risk management in the use of information technology by NBFIs (the "framework") in the context of Google Workspace and the Google Cloud Financial Services Contract.

We focus on Article 21 "Operation of Information Technology by LJKNB and/or Information Technology Services Provider" for non-bank financial institutions. For each paragraph, we provide commentary to help you understand how you can address the requirements using Google Cloud services and the Google Cloud Financial Services Contract.

#	Framework reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
1.	21(2) In the event that the operation of Information Technology in NBFIs is conducted by Information Technology services provider as intended in paragraph (1), NBFIs shall:		
2.	21(2)(a) be responsible for the implementation of risk management;	This is a customer consideration.	N/A
3.	21(2)(b) have an Information Technology operator work unit;	This is a customer consideration.	N/A
4.	21(2)(c) supervise the implementation of NBFIs conducted by Information Technology services provider;	<p>You operate the services independently without action by Google personnel. You decide which services to use, how to use them and for what purpose. Therefore you stay in control of the relevant activities.</p> <p>Regulated entities can use the following functionality to control 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. <p>In addition, refer to Row 6 for more information on how you can monitor Google's performance of the Services.</p>	Instructions
5.	21(2)(d) select Information Technology services provider based on cost and benefit analysis by involving the Information Technology operator work unit;	This is a customer consideration. Refer to Row 6 on Google's reputation for cloud services.	N/A
6.	21(2) (e) monitor and evaluate the reliability of Information Technology services provider on a regular basis with regard to performance, reputation of services provider, and continuity of services;	<p><u>Monitoring and continuity</u></p> <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.• 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.	Ongoing Performance Monitoring



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		<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 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). <p><u>Reputation</u></p> <ul style="list-style-type: none">Qualifications and competencies: Google Cloud has been named as a leader in several reports by third party industry analysts. You can read these on our Analyst Reports page.Principals: Information about Google Cloud's leadership team is available on our Media Resources page.Customer references: Information about our referenceable customers (including in the financial services sector) is available on our Google Workspace Customer page.	
7.	21(2)(f) provide access to internal auditors, external auditors, NBFIs group internal auditors, and/or the Financial Services Authority to obtain data and information at any time as needed;	Google recognizes that regulated entities must be able to audit our services effectively. Google grants audit, access and information rights to regulated entities and supervisory authorities, and both their appointees. Regulated entities may access their data on the services at any time and may provide their supervisory authority with access.	Regulator Information, Audit and Access Customer Information, Audit and Access
8.	21(2)(g) provide access to the Financial Services Authority to the Database in a timely manner, both for current and past data; and	Regulated entities may provide their supervisory authority with access to their data on the services at their discretion. In addition, refer to Row 8 for information about the audit, access and information rights Google provides to supervisory authorities.	Regulator Information, Audit and Access
9.	21(2)(h) ensure that Information Technology services provider:		
10.	21(2)(h) 1. has experts who have reliability as supported by certificates of expertise academically and/or professionally in accordance with the needs of the operation of Information Technology;	Refer to Row 6 on Google's reputation.	N/A
11.	21(2)(h) 2. applies the principles of adequate Information Technology control as evidenced by the results of audit conducted by an independent party;	Google recognizes that regulated entities need to review our operations and internal controls for the services as part of their risk assessment. Google undergoes several independent third-party audits on at least an annual basis to provide independent verification of our operations and internal controls. Google commits to comply with the	Certifications and Audit Reports



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		<p>following key international standards during the term of our contract with you:</p> <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 <p>You can review Google's current certifications and audit reports at any time.</p>	
12.	21(2)(h) 3. provides access to: a) NBFIs internal auditor; b) external auditor; c) NBFIs group internal auditor; d) Financial Services Authority; and/or e) other parties in accordance with the provisions of laws and regulations have the authority to carry out examination, in order to obtain the required data and information in a timely manner at any time as needed;	Refer to Row 7 for information on the audit, access and information rights that Google provides to regulated entities and supervisory authorities.	N/A
13.	21(2)(h) 4. declares that it has no objection in the event that the Financial Services Authority and/or other parties who in accordance with the provisions of laws and regulations are authorized to carry out examination, wishes to conduct an audit on the activities of provision of Information Technology services;	Nothing in our contract is intended to limit or impede a regulated entity's or the supervisory authority's ability to audit our services effectively. In particular, although we will make a lot of information and tools available to help regulated entities review our Services, our contract does not contain pre-defined steps before regulated entities or supervisory authorities can approach Google to exercise their audit, access and information rights. In other words, there is no hierarchy amongst the options for assessing our Services.	Enabling Customer Compliance
14.	21(2)(h) 5.maintains the security of all information, including the secrets of NBFIs and consumers' personal data, as affiliated parties;	<p>The security of a cloud service consists of two key elements:</p> <p><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.</p> <p>Given the one-to-many nature of our service, Google provides the same robust</p>	Data Security; Security Measures (Cloud Data Processing Addendum)



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		<p>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• 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>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>(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>	



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		<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> <ul style="list-style-type: none">• Security best practices• Security use cases	
15.	21(2)(h) 6.is only able to carry out sub-contract upon the approval of NBFIs as evidenced by a written document;	<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>Although Google will provide you with information about the organizations that we work with, we cannot agree that we will never subcontract. Given the one-to-many nature of our service, if we agreed with one customer that we would not subcontract, we would potentially be denying all our customers the benefit motivating the subcontracting arrangement.</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 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).</p>	Google Subcontractors



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16.	21(2)(h) 7. reports to NBFIs any critical events that may result in significant financial losses and/or disrupt the smooth operation of NBFIs;	<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. More information on Google's data incident response process is available in our Data incident response whitepaper.</p>	<p>Significant Developments</p> <p>Data Incidents (Cloud Data Processing Addendum)</p>
17.	21(2)(h) 8. provides adequate and tested Disaster Recovery Plan;	<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>More information on the reliability of the Services is available on our Google Cloud Help page.</p>	Business Continuity and Disaster Recovery
18.	21(2)(h) 9. is prepared for the possibility of early termination of agreement;	<p>Regulated entities can elect to terminate our contract for convenience with advance notice, including if necessary to comply with the 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>	Term and Termination
19.	21(2)(h) 10. meets the service level in accordance with the service level agreement between NBFIs and Information Technology services provider; and 21(2)(h) 11. have clear and measurable standard operating procedures in conducting its business.	The SLAs are available on our Google Workspace Service Level Agreement page.	Services
20.	21(3) The use of Information Technology services provider as intended in paragraph (2) by NBFIs shall be obligated to be based on a written agreement containing at least the willingness of the Information Technology services provider to comply with the provisions as intended in paragraph (2) letter h.	The use and provision of the Services is based on the Google Cloud Financial Services Contract. Refer to Rows 9 to 19 for more information about how our contract addresses the requirements of paragraph 2.	N/A
21.	21(4) NBFIs shall be required to carry out a selection process in selecting Information Technology services provider by taking into account the principles of prudence, risk management, and based on a fair work relationship.	This is a customer consideration.	N/A



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22.	21(5) NBFIs shall be required to take certain actions in the event as follows:		
23.	21(5) a. performance of the operation of Information Technology by Information Technology services providers decreases which could have a significant impact on NBFIs business activities;	If Google's performance of the Services does not meet the Google Workspace Service Level Agreements regulated entities may claim service credits.	Services
24.	21(5)b. Information Technology services provider become insolvent, is in the process of liquidation, or is declared bankrupt by the court;	Regulated entities may terminate our contract with advance notice for Google's insolvency.	Term and Termination
25.	21(5) c. violation by the Information Technology services provider of the confidentiality provisions of NBFIs and the obligation to keep the personal data of consumers confidential; and/or	Regulated entities may terminate our contract with advance notice for Google's material breach after a cure period.	Term and Termination
26.	21(5) d.conditions that cause NBFIs to be unable to provide the data required for supervision by the Financial Services Authority.	For information about how regulated entities can provide their supervisory authority with access to their data on the services refer to Row 9. For information about how regulated entities can provide their supervisory authority with access to their data on the services.	Enabling Customer Compliance
27.	21(6) Certain actions as intended in paragraph (5) shall include at least:		
28.	21(6)(a) to report to the Financial Services Authority no later than 5 (five) working days after the condition as referred to in paragraph (5) is known by NBFIs;	This is a customer consideration.	N/A
29.	21(6)(b) to decide the follow-up action that will be taken to solve the problem, including the termination of the use of services if necessary; and	If you wish to stop using our services, you can do so at any time.	Ceasing Services Use
30.	21(6)(c) to report to the Financial Services Authority by no later than 10 (ten) working days after early termination by NBFIs of the services.	This is a customer consideration.	N/A
31.	21(7) - In the event that the proposed use of Information Technology services provider causes or is indicated to cause difficulties in the supervision carried out by the Financial Services Authority, the Financial Services Authority may reject the plan to use Information Technology services provider submitted by NBFIs.	Regulated entities may provide their supervisory authority with access to their data on the services at their discretion. Google will cooperate with supervisory authorities, resolution authorities and their appointees exercising their information, audit and access rights. Nothing in our contract is intended to limit or impede a regulated entity's or the	Enabling Customer Compliance



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		supervisory authority's ability to audit our services effectively.	
32.	21(8) In the event that the use of Information Technology services providers causes or is indicated to cause difficulties in the supervision carried out by the Financial Services Authority, the Financial Services Authority may ask NBFIs to undertake corrective efforts.	See above	See above
33.	21(9) NBFIs shall be required to submit an action plan in the context of corrective efforts as referred to in paragraph (8) no later than 20 (twenty) working days as from the date of the request letter from the Financial Services Authority.	This is a customer consideration.	N/A