



# OJK Indonesia POJK 13/2020

## Google Workspace Mapping

This document is designed to help commercial banks (“**regulated entity**”) supervised by the OJK to consider [Regulation No. 13 of 2020 on Amendment of Financial Services Authority Regulation number 38/POJK.03/2016](#) concerning the application of risk management in the use of information technology by commercial banks (“**framework**”) in the context of Google Workspace and the Google Cloud Services Contract.

We focus on Articles 21 and 42A of the framework. For each paragraph, we provide commentary to help you understand how you can address the requirements using the Google Workspace services and the Google Cloud Services Contract.

#	Framework reference	Google Workspace commentary	Google Cloud Services Contract reference
1	<b>1. The provisions of Article 21 are amended to read as following:</b>		
2	21 (1) Banks are required to place Electronic Systems on Data Centers and Disaster Recovery Centers in the region of Indonesia.	<u>Locations</u>  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).  You can also choose to use tools provided by Google to enforce data location requirements. For more information, see our <a href="#">Data residency, operational transparency, and privacy on Google Cloud Whitepaper</a> .	Data Transfers ( <a href="#">Data Processing Amendment</a> )
3	21 (2) Banks may only place Electronic Systems at the Data Center and / or the Disaster Recovery Center outside the territory of Indonesia as long as it obtains approval from the Financial Services Authority.	This is a customer consideration.	
4	21(3) Electronic systems that can be placed at the Center Data and / or Disaster Recovery Centers outside Indonesian territory as referred to in paragraph (2):		
5	21(3) a. Electronic system used for support integrated analysis in order meet the conditions issued by the authority of the country of origin of the Bank which is global, including cross-country;	This is a customer consideration.	N/A
6	21 (3) b. Electronic system used for integrated risk management with Bank head office or main office / office main entity outside the territory of Indonesia;	This is a customer consideration.	N/A
7	21 (3) d. Electronic system used for service to customers globally, which requires integration with Electronic Systems belong to a Bank group outside of Indonesia;	This is a customer consideration.	N/A
8	21 (3) e. Electronic system used for communication management between headquarters Bank with branch offices, or between subsidiaries company with parent company; and / or	This is a customer consideration.	N/A
9	21 (3) f. Electronic system used for Bank internal management.	This is a customer consideration.	N/A
10	21 (4) Approval of the Financial Services Authority as referred to in paragraph (2) can be provided on condition Bank:		
11	21 (4) a. meet the requirements as intended in Article 20 paragraph (3), paragraph (4), and paragraph (5);	This is a customer consideration.	N/A
12	21 (4) b. submit the results of a country risk analysis;	This is a customer consideration.	N/A
13	21 (4) c. ensuring the implementation of the Electronic System outside the territory of Indonesia does not reduce effectiveness of supervision of the Financial Services Authority as evidenced by the statement letter;	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.	N/A



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14	21 (4) d. ensuring that information is confidential Banks are only disclosed as long as they meet statutory provisions in Indonesia proven by agreement cooperation between the Bank and the provider Information Technology services;	This is addressed in the <a href="#">Data Processing and Security Terms</a> where Google makes commitments to protect your data, including regarding security, deletion, access and transfer.	Confidentiality
15	21 (4) e. ensure that a written agreement with Information Technology service providers load legal choice clause;	The rights and obligations of the parties are set out in the Google Cloud Services Contract.	N/A
16	21 (4) f. submit a statement of objection from the supervisory authority of the technology service provider Information outside the territory of Indonesia that Authority Services Finance could conduct an examination of the parties Information Technology service providers;	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.	N/A
17	21 (4) g. submit a statement that the Bank deliver periodically the results of the assessment conducted by bank offices outside the region Indonesia on the application of risk management to Information Technology service providers;	<p>Google recognizes that you need to conduct due diligence and perform a risk assessment before deciding to use our services. To assist you, we've provided information for you to consider below.</p> <p><u>Reliability</u></p> <ul style="list-style-type: none"><li>• 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 <a href="#">Analyst Reports</a> page.</li><li>• Principals: Information about Google Cloud's leadership team is available on our <a href="#">Media Resources</a> page.</li><li>• Customer references: Information about our referenceable customers (including in the financial services sector) is available on our <a href="#">Google Cloud Customer</a> page.</li><li>• Performance record: You can review information about Google's historic performance of the services on our <a href="#">Google Workspace Status Dashboard</a>.</li></ul>	N/A
18	21 (4) h. ensure the benefits of the placement plan Electronic system outside the territory of Indonesia for Banks are greater than the burden borne by the bank; and	This is a customer consideration.	N/A
19	21 (4) i. Deliver plan Bank to improve resource capabilities good bank human being related to the implementation of Information Technology as well business transactions or products offered.	<p><u>Products and service offerings</u></p> <p>The Google Workspace services are described on our <a href="#">services summary</a> page.</p>	Definitions
20	21 (5) Banks are required to ensure that the data used in the Electronic System placed at the Center Data and / or Disaster Recovery Centers outside Indonesian territory is not used for its purpose other than as referred to in paragraph (3)	<p><u>Ownership</u></p> <p>You retain all intellectual property rights in your data, the data you derive from your data using our services and your applications.</p> <p><u>Data access and use</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>Intellectual Property</p> <p>Protection of Customer Data</p>



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		<p>You can monitor and control the limited actions performed by Google personnel on your data using these tools:</p> <ul style="list-style-type: none"><li><a href="#">Access Transparency</a> 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).</li></ul>	
21	<p>21 (6) In the case based on the evaluation of the Service Authority Financial placement of Electronic Systems at the Center Data and / or Disaster Recovery Centers outside Indonesian territory:</p> <p>a. not in accordance with the system placement plan Electronics at Data Centers and / or Centers Disaster Recovery outside Indonesia submitted to the Service Authority Finance;</p> <p>b. potentially reducing the effectiveness of supervision Financial Services Authority;</p> <p>c. potentially negatively impacting performance Bank; and / or not in accordance with regulatory requirements legislation,</p> <p>The Financial Services Authority is authorized to request the Bank to put the Electronic System at the Center Data and / or Disaster Recovery Centers in the region Indonesia.</p>	<p>Google provides functionality to enable customers to access, rectify, and restrict processing of their data as well as retrieve or delete data.</p> <p>On termination of the contractual relationship, Google will comply with your instruction to delete Customer Data from Google systems.</p> <p>For more information about deletion refer to <a href="#">Cancel Google Workspace - Google Workspace Admin Help</a>.</p>	Data Deletion ( <a href="#">Data Processing Amendment</a> )
22	<b>Article 42A</b>		
23	42A (1). Banks are required to implement an action plan (action plan) that has been submitted to the Authority Financial Services as referred to in Article 41 paragraph (2).	This is a customer consideration.	N/A
24	42A (2). Banks that do not implement plans the action plan as referred to in paragraph (1), is stated as violating the obligation as referred to in Article 21 paragraph (1).	This is a customer consideration.	N/A