



## **Document properties**

### **Authority**

Director, Computer Centre

### **Sponsor**

Director, Computer Centre

### **Responsible officer**

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First and foremost, let us be certain: cloud-based service is simply a form of third-party service, so the requirements should be identical. Equally, third-party service is just service, so there should be no









supply chain to be aware, let alone interested, in the data content, save to know the appropriate levels of access and management controls.

It is the duty of the senior officer of any unit of the University exploring the use of third-party/cloud services to remain assured of the highest standards of ethical treatment relating to Brunel data at all points of the supply chain, including the immediate and full disclosure to Brunel's Governance, Information and Legal Office of any known, suspected or potential shortcoming which might compromise the moral integrity of Brunel data and its management.

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The proper exercise of due diligence is never an episodic tour of a collection of rubber stamps: it needs



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of any unit of the University exploring the use of third-party/cloud services to ensure that the service level of delivery does not compromise the University's reputation.

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Control of delivery is necessarily ceded to the provider to a greater or lesser extent, but we should be very alive to the pitfalls of ceding presentational control. For example, a survey undertaken via SurveyMonkey will have advertisements added by the service provider — that is the business model which brings revenue. Since we have no control over the advertisement placement (and may not even



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One of the main areas of risk in ceding control to a third party is the potential for the dilution or loss of intellectual property rights and benefits, whether these rights accrue to the University (and may be vulnerable to unauthorised use by the service provider or others), or to a third party (in which case, the University should be indemnified against unknowingly breaching others' conditions of use). It is the duty of the senior officer of any unit of the University exploring the use of third-party/cloud services to ensure that all intellectual property rights are maintained and respected in any contract, and subsequently that each user of such third-party/cloud services so contracted will maintain and respect all intellectual property rights, whether or not these are explicitly claimed



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Any cloud-based service must be subject to periodic review<sup>4</sup>, and any contract must build this into the association between the University and the provider.