



Digital Systems
and
Cloud Services Policy
Appendix

Appendix B – General Advice on Contractual Issues

The details provided below are for information purposes only and does not constitute legal advice. For specific legal advice, please contact the [Office of the Chief Operations Officer](#).

B.1 Contracts

If you propose to use a digital system or service, you must have a contract in place with the third party that covers the provision of the service. Matters to be included in the contract are:

- Data protection;
- Intellectual property rights;
- Freedom of information obligations;
- Legal compliance;
- Law enforcement and loss of control;
- Licensing;
- Confidentiality of data;
- Monitoring by the cloud provider;
- Law and jurisdiction;
- Data retention schedules;
- Subcontracting;
- Acceptable use policy;
- Warranties;
- Indemnities;
- Exclusions and limitations of liability;
- Change of service by the cloud provider;
- Termination; &
- Disaster Recovery / Business Continuity.
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B.2 Transfer of personal data outside of the EEA

If personal data is likely to be stored outside the EEA, you might be in breach of the General Data Protection Regulation (GDPR) unless there are adequate security measures in place for personal data. Compliance may be achieved if [EU approved contract clauses](#) are used with the provider. Alternatively, if using a US based provider, ensuring that they are signed up to the EU/US Privacy Shield provisions will be necessary.

Further details on your obligations when considering sending personal data outside the European Economic Area are available on the European Commission's website at the link below:

[International Dimension of Data Protection](#)

In all cases, please contact the [DCU Data Protection Unit](#) (DPU).



B.3 Service level agreement

A service level agreement (SLA) describes the service that the third party will provide, the performance targets (e.g. service availability, problem resolution, support, incident resolution, change control, security, etc.) and mechanisms for compensating the University if the SLA targets are not met. You must ensure that the contract for digital systems and cloud services includes an SLA that meets your business needs.

B.4 Agreeing the right terms with a vendor

The vendor contract on offer must be examined in detail and favourable and constructive terms negotiated with the provider to ensure that they are appropriate to the work that the University carries out.

Vendors are likely to offer the same (standard) service to multiple users so the University may have to change its applications and processes to match what is offered.

The key to the negotiation at this point is to ensure that enough control is maintained in house in order to minimise the legal risks while still taking advantage of the opportunities that digital services can bring.

End of Appendices