

Appropriate Use of the Trinity College Dublin Google Apps Education Edition Services

We have been very pleased to partner with Google to take advantage of various Education Edition Google Apps which can be used by Trinity College students to support their learning or research. We encourage TCD students to closely follow College's policies and guidelines regarding Data Management when working with intellectual property or any form of TCD Confidential Data in Google Apps.

TCD has executed a Google Apps "Education Edition" ("EE Apps") Agreement with Google for TCD-specific access to Google Apps ("MyZone"). This gives TCD and its Google Apps users contractual terms of service ("ToS") that are better, for many TCD purposes, than the standard terms of service one gets when using Google Apps as an individual public user. While the EE Apps ToS are helpful, TCD users should still exercise caution in their use of this service at URL <http://partnerpage.google.com/tcd.ie>. This document is intended to provide guidance to help individuals make informed, well-considered choices about appropriate use of the Google EE Apps services. The Terms of Service of our Google Apps Services are at the following URL :

http://www.google.com/apps/intl/en/terms/education_terms.html

Generally, the EE Apps should be appropriate for many uses in teaching and learning. The EE Apps are NOT appropriate for use with "high consequence" intellectual property or TCD Confidential Data or with uses involving data or records protected by TCD policies.

Non-negotiated terms of use. The EE Apps ToS are largely non-negotiated,. However, the EE Apps ToS provide better protections for user and institutional interests (than do the individual-user public ToS) and therefore are suitable for many of the types of uses TCD users will wish to engage.

Transfer of license. By use of the services, the user consents to allow Google to transfer, process, and store user data for purposes of providing the services. The agreement does NOT grant either party (TCD or Google) any rights to the other's content or intellectual property. All intellectual property of TCD and its users belong to those parties alone. The EE Apps Agreement does not contain any transfer of license to Google for any user content in the ways that the Google public ToS have sometimes done.

Security and privacy. The EE Apps ToS commit TCD (as service administrator) to protect the privacy rights of its End Users under all applicable laws and regulations, which is consistent with TCD customary practices. The EE Apps ToS also commit Google to protect TCD confidential information with the same standard of care it uses to protect its own confidential information, and not to disclose any confidential information except as necessary to provide the services.

Backups. The EE Apps ToS are silent regarding backing up user data.

Assured purging. The EE Apps ToS are silent regarding assurances that data users believe they have deleted are in fact entirely purged from the services.

Non-negotiated changes to terms of use. Google may change the EE Apps ToS, but if it wishes to make a material change it will notify TCD in advance of the change. At that time, TCD may choose not to agree to the change in which case the ToS provide mechanisms for how use of the services may proceed, or not.

Non-negotiated changes to the service. Google may make "commercially reasonable modifications to the services" from time to time but is under no obligation to pro-actively provide information to TCD about these modifications.

Non-negotiated changes to the business model. The EE Apps Agreement has a specified term, and will automatically renew for one-year extensions thereafter unless TCD notifies Google in advance of its wish to terminate the Agreement. Thus, TCD users may feel reasonably assured that the services will be available in their typical form for a known period of time. Google reserves the right to charge a fee for the service or for new functionality of the service, but the EE Apps ToS require Google and TCD to negotiate a new or amended agreement before such charges occur.

Data formats. Users will be able to remove their content, or copies of the content, from the service in ways they are familiar with just as users of the public versions of Google Apps.

Indemnity. TCD will not be indemnified for losses of any content, information or data provided by TCD or its end users.

The following note is included to help identify potentially appropriate uses of the EE Apps, by eliminating the riskiest use cases, based on the types of data intended to be deployed in using the service.

- Confidential institutional data. The EE Apps ToS do not contain strong enough provisions to protect TCD Confidential Data and the EE Apps services should NOT be used with any confidential data.
- Intellectual property. It would be recommended NOT to use the EE Apps for any "high consequence" intellectual property. However, the EE Apps are reasonably appropriate to use when the value of the intellectual property is immaterial compared to the value of the services a user will enjoy in using the services.

Subject to the considerations described for intellectual property, above, the EE Apps are likely to be appropriate for general use in teaching, learning and research collaborations. An academic should be reasonably comfortable suggesting use of the EE Apps to their students, again subject to consideration of the preceding risks.

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