



EUROPEAN CENTRAL BANK
BANKING SUPERVISION

Template for comments

ECB Guide on outsourcing cloud services to cloud service providers

Institution/Company

Deutsche Börse Group

Contact person**Mr/Ms**

Mr

First name

Dusan

Surname

Ristic

Email address

dusan.ristic@deutsche-boerse.com

Telephone number

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General comments

Deutsche Börse Group welcome the opportunity to provide feedback on the ECB "Guide on outsourcing cloud services to cloud service providers" and stands ready for any additional exchange with the ECB regarding proposed amendments or clarifications.

Template for comments

ECB Guide on outsourcing cloud services to cloud service providers

Please enter all your feedback in this list.

When entering feedback, please make sure that:

- each comment deals with a single issue only;
- you indicate the relevant article/chapter/paragraph, where appropriate;
- you indicate whether your comment is a proposed amendment, clarification or deletion.

Deadline: 15.07.2024

ID	Chapter	Paragraph	Page	Type of comment	Detailed comment	Concise statement as to why your comment should be taken on board	Name of commenter	Personal data
1	Chapter 2.1 Governance of Cloud Services 2.1.1. Full responsibility continues to lie within the institution in question	2.1.1	4	Clarification	Deutsche Börse Group finds the requirement for each institution to ensure that their CSPs have established equivalent risk management practices, processes, and controls, to be too broad and unspecific. We would appreciate clarification in terms of how can "equivalence" be sufficiently achieved. While we understand the intentions behind such a requirement, it could prove to be inefficient and potentially ineffective if "equivalence" is to be ensured by each institution individually.	If each institution has to ensure equivalence of their CSPs' risk management practices, processes, and controls, it could potentially be costly and ineffective.	Deutsche Börse Group	Publish
2	Chapter 2.2. Availability and resilience of cloud services 2.2.1 Holistic perspective on business continuity measures for cloud solutions	2.2.1	6	Amendment	Deutsche Börse Group suggests maintaining the approach laid out in 2.4.2 where business continuity management and exit management are treated separately. We are of the view that (partial) unavailability of relevant cloud services is a temporary scenario and not equal to an exit scenario which would terminate the business relationship with a CSP.	Approach laid out in 2.4.2 where business continuity management and exit management are treated separately should be retained.	Deutsche Börse Group	Publish

3	Chapter 2.2. Availability and resilience of cloud services 2.2.1 Holistic perspective on business continuity measures for cloud solutions	2.2.1	6	Clarification	Deutsche Börse Group would like to ask for a clarification in terms of whether and "exit without cooperation from the CSP" is relating to a scenario where we observe unwillingness of a CSP to fulfill contractual obligations.	Clarification in terms of what constitutes an "exit without cooperation from the CSP" is necessary to avoid legal uncertainty and flawed exit plans.	Deutsche Börse Group	Publish
4	Chapter 2.2. Availability and resilience of cloud services 2.2.2 Proportionate requirements for critical or important functions	2.2.2	7	Amendment	Deutsche Börse Group suggests maintaining the approach laid out in 2.4.2 where business continuity management and exit management are treated separately. We are of the view that (partial) unavailability of relevant cloud services is a temporary scenario and not equal to an exit scenario which would terminate the business relationship with a CSP.	Approach laid out in 2.4.2 where business continuity management and exit management are treated separately should be retained.	Deutsche Börse Group	Publish
5	Chapter 2.2. Availability and resilience of cloud services 2.2.2 Proportionate requirements for critical or important functions	2.2.2	7	Amendment	Deutsche Börse Group is of the view that a strict rule to have a mandatory "back on-premise" ability for each application as part of business continuity or disaster recovery processes is disproportionate and will essentially stop all cloud adoption, as it would require to have all on-premise infrastructure in place at all times. We are of the view that such approach would also stop all investments in building back-up capabilities with a 2nd or 3rd CSP, decreasing operational resilience and increasing costs.	Strict "back-on-premise" ability for each application is disproportionate and would halt cloud adoption, decreasing operational resilience and increasing costs.	Deutsche Börse Group	Publish
6	Chapter 2.3. ICT security, data confidentiality and integrity 2.3.4 Identity and access management (IAM) policies for cloud outsourcing arrangements	2.3.4.1	11	Clarification	Deutsche Börse Group would like to ask for a clarification regarding the exact meaning and scope of "individual clauses" agreed between the institution and CSP when configuring cloud environment.	Clarification regarding the exact meaning and scope of "individual clauses" agreed between the institution and CSP when configuring cloud environment is necessary to avoid legal uncertainty and ensure compliance with best practices.	Deutsche Börse Group	Publish
7	2.4 Exit strategy and termination rights 2.4.4 Exiting under stress	2.4.4	15	Clarification	Deutsche Börse Group would appreciate clarification in terms of whether termination of services due to external events such as "conflicting legislation" needs to be addressed in an exit strategy in the case CSP is an EU company.	Clarification in terms of whether "conflicting legislation" needs to be addressed in an exit strategy as a potential cause of service termination, even in the case CSP is an EU company, is necessary to avoid legal uncertainty and flawed exit strategies.	Deutsche Börse Group	Publish