

Checklist for Reviewing the Terms and Conditions of External Web 2.0 Services

You should **ALWAYS** read the terms and conditions for any service you register with. If you are requesting or requiring others to register themselves, you should exercise particular care in doing so and in advising other people about the terms and conditions they are agreeing to.

Before using external web 2.0 services we strongly advise you consider the following in the terms and conditions and assess the risk associated with use in regard to each item:

1. What sort of intellectual property rights do the terms grant to the service provider?
2. Who will have access to what information? Is this appropriate?
3. What measures will the service provider take to keep information confidential? Are these sufficient for your needs?
4. Is it possible to take down and delete information easily, quickly and permanently from the site?
5. What are the service provider's arrangements for protecting your data from unauthorized, accidental or deliberate access, amendment or deletion and for securely backing up your data? What guarantees do the company offer, and are they adequate for your needs?
6. Is the level of access control adequate – in other words, can you control what people can do with and to the information at a sufficiently detailed level?
7. Does the service provider make any performance guarantees? Are they adequate for your needs?
8. Can your data be retrieved from the system in a form which would allow it to be transferred and used elsewhere, or are you "locked in" to the service? How important is avoiding lock-in in your case?
9. What is the service provider's policy regarding "idle" data, and can you be sure it won't be deemed to be abandoned and therefore deleted?
10. If you need to keep the information for many years (e.g. because of research funding council policy on data retention), does the external service provider have arrangements in place to ensure the long-term survival of the data despite risks such as technological obsolescence and software and data standard changes, or is it possible for you to make arrangements to preserve the data yourself?
11. In which country will the information be held? If it is a country whose respect for the rights and privacy of individuals gives you cause for concern, do not use the service.
12. What cookies or monitoring of usage does the service provider use? Are they appropriate? Make sure that users are aware of these before they register.
13. For assessed materials, can you protect them from alteration after the submission date for as long as they are needed?
14. Does the clause limit the service provider's liability (and thus the University's ability to sue the service provider)?