

# Hampshire Data Protection Contract Clauses for Schools

Use of Tapestry is governed by our standard contract. To keep costs down we do not agree to bespoke clauses for particular customers.

However, some schools have been provided a document containing “Data Protection Contract Clauses for Schools” written by the “Governance and Information Law Team, Hampshire Legal Services.” dated October 2017.

To make it easier for those schools, below is a list of where to find matching clauses in our contract or, if there isn’t one, why not.

This note matches contract version “Version: 2018-05-01”.

Please note that if there are any conflicts between what is written below and the contract, the contract is the version that is correct. But please do tell us if you spot such inconsistencies.

Please send comments or questions to [contract-feedback@eyfs.info](mailto:contract-feedback@eyfs.info).

Tom Counsell

## Clause 1

Covered by our whole contract, but particularly our clauses 10, 11 and 12.

## Clause 2

Not applicable: We do not specify what data is put into Tapestry. You, as a school choose to.

What you *could* put into Tapestry is covered in our ‘Annex C: Tapestry Privacy’.

## Clause 3

Not applicable: We do not specify what data is put into Tapestry. You, as a school choose to.

What you *could* put into Tapestry is covered in our ‘Annex C: Tapestry Privacy’.

## Clause 4

Covered by our ‘Annex D: Tapestry Sub-processors’

## **Clause 5**

Mostly covered. ‘Annex D: Tapestry Sub-processors’ describes how we get your approval for disclosing data to sub-contractors. ‘Annex C: Tapestry Privacy’ describes how you can choose to disclose data to a third party (e.g., a relative, or another school). However, because the disclosure would be your choice, we would not consult you first.

## **Clause 6**

Covered. In overview by our clause 23 and in detail in our ‘Annex A: Tapestry Data Protection’, the section on “We will delete or return all personal data to you. . . .”

## **Clause 7**

Covered. In overview by our clause 12 and in detail in ‘Annex A: Tapestry Data Protection’.

## **Clause 8**

Partially covered. Our approach to security is described in our ‘Annex B: Tapestry Security’. We welcome suggestions on how to improve, but we *may* not always accept specific security requirements and instructions from schools.

## **Clause 9**

Covered by our clause 13 and in detail in ‘Annex A: Data Protection’, the section “We will submit to your audits and inspections. . . .”. Note that we might charge our costs.

## **Clause 10**

Covered by our ‘Annex A: Tapestry Data Protection’, the section “We will ensure the people we use to process your data. . . .” and our ‘Annex C: Tapestry Privacy’ the paragraph starting “We ONLY access the data stored by our customers. . . .”.

## **Clause 11**

Covered by our ‘Annex A: Tapestry Data Protection’, the section ‘Where is data stored?’.

### **Clause 12.**

Slightly covered. We don't indemnify the school against all costs. In clause 26 we confirm that we comply with the legal requirement to be ready to compensate data subjects and to repay you our share of compensation if you pay it. Otherwise, our liability is limited in our clause 25 to the annual fee that you have paid us for Tapestry.

### **Clause 13**

Slightly covered. In our "Annex A: Tapestry Data Protection", the section 'We will tell you if we become aware of a data breach' we say we will tell you without undue delay. But that might be longer than 24 hours.

### **Clause 14**

Covered by our clause 23.