

1 Contract for the Tapestry Online Learning
2 Journal

3 The Foundation Stage Forum Ltd

4 2 September 2021

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192 **A note on this contract**

193 This is the new contract between The Foundation Stage Forum Ltd and our
194 customers who use Tapestry.

195 If you have read the previous version, you can see a list of changes at the end of
196 this document, or a version with “Track Changes” at [https://tapestry.info/draft-](https://tapestry.info/draft-contract)
197 [contract](https://tapestry.info/draft-contract).

198 There are no fundamental changes in this version. The key changes are to:

- 199 1. Remove Annex G and references to it, now that the EU has placed the
200 UK on the list of non-EU countries with adequate data protection laws.
201 This only matters if you are in the EU.
- 202 2. To note that we now allow you, if you wish, to give children their own
203 ability to log into Tapestry. The default is that they do not have this
204 ability.
- 205 3. If you are in the UK and choose to give children the ability to log in, then
206 the UK Information Commissioner’s ‘Age Appropriate Design Code of
207 Practice for Online Services’ will apply. We provide a new Annex, H, that
208 explains what we do to meet this and what you will need to do. This is
209 new legislation and a new feature for us, so please do contact us with any
210 questions or feedback you have.
- 211 4. Add an FAQ about how long it might take us to restore your data if
212 we have a disaster. This may be handy for your data protection impact
213 assessments.

214 **A non-contractual note on Brexit**

215 **If you are a customer in the EU**

216 The EU has decided that UK data protection law is ‘adequate’. You can read more
217 about this on the European Commission website [https://ec.europa.eu/info/law/
218 law-topic/data-protection/international-dimension-data-protection/brexit_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/brexit_en).

219 This should mean that you can continue to use Tapestry as you have always
220 done.

221 This also means that the Annex G: Standard Contractual Clauses for EU
222 customers are no longer required.

223 **If you are a customer in the UK**

224 No action is required. The UK data protection law is pretty much the same as the
225 EU GDPR that we were operating under before Brexit and data can flow freely be-
226 tween the EU and the UK. If you haven’t already, it is worth taking the time to un-
227 derstand your and our responsibilities in the law. A good starting point is the UK
228 Information Commissioner’s Office [https://ico.org.uk/for-organisations/guide-
229 to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/).

230 **Your contract with us for the use of Tapestry**

- 231 1. We are The Foundation Stage Forum Ltd, a company registered in England
232 with company number 05757213 and a registered address of WaterCourt,
233 65 High Street, Lewes, England, BN7 1XG, UK.
- 234 2. You are a childminder, educator, nursery, school or similar educational
235 organisation.

236 **What you get**

- 237 3. This contract is for a 12 month subscription to Tapestry, our online learning
238 journal, together with:
 - 239 • Our tutorials
 - 240 • Email support during UK business hours
 - 241 • Access to the discussion forum and educational resources on <https://eyfs.info>

243 **What you do not get**

- 244 4. We do not provide telephone or face to face support. However, at our
245 discretion, we may offer to call you if we feel a query could be better
246 resolved over the phone. We also do offer bookable telephone support
247 sessions for a fee.
- 248 5. We do not provide direct support to any relatives that you add to Tapestry.
249 If they contact us, we will usually direct them back to you. We do this
250 because it is difficult for us to know whether their requests are authorised
251 by you.
- 252 6. We do our best to provide Tapestry at all times (see our Annex B: Tapestry
253 Security), but we cannot guarantee this.

254 **Tapestry, our online learning journal**

- 255 7. You must be the Data Controller of the information that you enter into
256 Tapestry (as you are for your paper records); we will be the Data Processor.
257 If you don't know what those terms mean, it is essential that you find out.
258 A starting point for finding out is <https://ico.org.uk>.
- 259 8. You agree with our approach to data protection, privacy and security and
260 to do your part. We describe our approach and what we expect of you in
261 these linked annexes:
 - 262 • Annex A: Tapestry Data Protection
 - 263 • Annex B: Tapestry Security
 - 264 • Annex C: Tapestry Privacy

- 265 • Annex H: Age appropriate design – only relevant if you are in the UK
- 266 and allow children to log into Tapestry
- 267 9. You agree to our current sub-processors:
- 268 • Annex D: Tapestry Sub-processors
- 269 10. We are compliant with UK data protection legislation (sometimes referred
- 270 to as the ‘UK DPA 2018’) and EU data protection legislation (sometimes
- 271 referred to as the ‘GDPR’).
- 272 11. This contract contains the terms required for a data processing agreement
- 273 under UK and EU data protection legislation.
- 274 12. We will help you to comply with your duties under UK and EU data
- 275 protection legislation. In most cases you can use the tools we provide.
- 276 If you ask us for extra help in complying we will give it to you, but we
- 277 may charge you our costs in helping. More detail is provided in Annex A:
- 278 Tapestry Data Protection.
- 279 13. If you wish to audit us under UK or EU data protection legislation, you
- 280 may do so, but we may charge you our costs in participating in your audit.

281 **Our tutorials**

- 282 14. You may copy, store, share and adapt our tutorials for the purpose of
- 283 making better use of Tapestry.

284 **Our Billing and Support System**

- 285 15. If you contact us by email or through our websites then we will store and
- 286 process the information you provide in our billing and support system.
- 287 Unlike the data you enter into Tapestry, we are the Data Controller for
- 288 information in our billing and support system. We describe how we use
- 289 that data in Annex E: Billing and support data.

290 **Our Discussion Forum**

- 291 16. You do not need to use our discussion forum. But if you choose to, then
- 292 you agree to the conditions set out in Annex F: Use of our discussion
- 293 forum.

294 **Fees**

- 295 17. You must pay our fee in full before we will start your Tapestry subscription
- 296 18. Our fee, as set out on our website, is based on the maximum number of
- 297 children you wish to have in your Tapestry account during the 12 month
- 298 subscription.

- 299 19. You can add or remove individual children throughout the year so long as
300 the maximum number of children is not exceeded at any one moment.
- 301 20. If you have not paid your fee in full then:
- 302 • We may not provide access to Tapestry.
 - 303 • After 90 days, we will delete the data that you have entered into Tapestry.
- 304 21. If you wish to increase the maximum number of children you can have
305 in your Tapestry account during the 12 month subscription then we will
306 charge you the difference between what you have paid and the current fee
307 for an account with the increased number of children. This will not extend
308 your subscription.
- 309 22. You must pay us UK Pounds Sterling including any applicable VAT. If
310 you choose to pay by bank transfer you must bear all currency conversion
311 and bank transfer costs.

312 Termination

- 313 23. You can stop using Tapestry at any time and ask us to return and / or
314 delete the data you have entered into Tapestry, but we will not refund any
315 fees that you have paid unless:
- 316 • You are within the first month of your Tapestry subscription
 - 317 • We materially change this contract to your detriment
- 318 24. We may, after discussing the situation with you, stop providing you with
319 Tapestry if you:
- 320 • misuse our systems or
 - 321 • create an unreasonable load on our systems or
 - 322 • cause us unreasonable costs or
 - 323 • abuse our staff or
 - 324 • breach this contract.

325 Changes and disputes

- 326 25. If something goes wrong, unless otherwise required by law, our total liability
327 to each other is limited to the annual fee that you have paid us for Tapestry.
- 328 26. One example of where the law requires different liability is in breaches of
329 UK or EU data protection law. We can both be investigated and fined
330 by the relevant supervisory authorities and we both may be liable to pay
331 compensation for damages caused by breaching this law. If it later turns
332 out that one or other of us wasn't responsible for the breach, then that
333 party can claim back the share of liability from the responsible party –
334 even if that is more than the annual that fee that you have paid us for
335 Tapestry.
- 336 27. Our contract with you is under English law and any dispute will be settled
337 by an English court.

- 338 28. This document, together with its annexes are our entire contract with you.
339 If you want to vary this contract, or add additional terms, then there will
340 need to be written and explicit agreement between you and one of our
341 company directors. To keep our costs and prices down, we rarely do this.
342 In particular, unless explicitly agreed to by one of our company directors,
343 we do not accept any standard purchasing terms and conditions that you
344 may usually apply.
345 29. We may change this contract, but will give you reasonable warning.

346 **Annex A: Tapestry Data Protection**

347 We are The Foundation Stage Forum Ltd, a company registered in England with
348 company number 05757213 and a registered address of WaterCourt, 65 High
349 Street, Lewes, England, BN7 1XG, UK.

350 You are a childminder, educator, nursery, school or similar educational organisa-
351 tion.

352 This Annex relates to the use of Tapestry, our online learning journal. Annex E
353 relates to data in our billing and support system. Annex F relates to data in
354 our discussion forum.

355 We need to work together to ensure we are compliant with UK and EU data
356 protection regulations when using Tapestry.

357 This annex should be read in conjunction with our overall contract and, in
358 particular, Annex B which explains our approach to security and Annex D which
359 lists our sub processors.

360 **The legally required terms in a Data Processing Agreement** 361 **or Contract**

362 If you are in the EU or UK, then you must have a written contract with us
363 (sometimes known as a Data Processing Agreement) and that, legally, must
364 include some particular bits of information and commitments. This contract acts
365 as that written contract and contains the required information and commitments.

366 To help you find them:

- 367 • The subject matter and duration of the processing is summarised below
368 under ‘What data is placed into Tapestry’ and set out in detail in Annex
369 C: Tapestry Privacy
- 370 • The nature and purpose of the processing is summarised below under
371 ‘What data is placed into Tapestry’ and set out in detail in Annex C:
372 Tapestry Privacy.
- 373 • The type of personal data and categories of data subject is summarised
374 below under ‘What data is placed into Tapestry’ and set out in detail in
375 Annex C: Tapestry Privacy.
- 376 • The obligations and rights of the controller are set out in “What we expect
377 of you” and “What you can expect of us” below.
- 378 • The standard requirements on data processors (e.g., to act on written
379 instructions, submit to audit, notify of breaches etc) are set out in “What
380 you can expect of us” below.

381 **Our jurisdiction**

382 We are headquartered in the UK. This contract is under English law.

383 Our supervisory authority for data protection is the UK Information Com-
384 missioner's Office (<https://ico.org.uk>). Our registration number with them is
385 Z1783069.

386 **Where is data stored?**

387 Our processing and storage of your data happens within the EU and the UK.

388 The primary processing and storage location is in the Republic of Ireland.

389 Our offsite backups are stored in Germany.

390 Our office is in the UK.

391 For the avoidance of doubt: The storage location is part of your contract with us.
392 If we wished to change where your data is stored, we would need to change this
393 contract, and contract changes always require agreement from both you and us.

394 To provide a little more detail:

- 395 • Almost all storage and processing is carried out on computers and networks
396 provided by Amazon Web Services (AWS) a sub-processor who we list in
397 Annex D. We instruct them to only store data on computers in their data
398 centres located in Ireland (for the primary system) and Germany (for the
399 backup system). They are contractually bound not to move data elsewhere
400 without our permission.
- 401 • The exceptions are:
 - 402 – If you contact us to ask for support, and providing that support
403 requires us to look at some of your data then the relevant data may
404 be viewed by our staff in the UK. The data remains stored in the EU.
405 This is subject to strict safeguards. Some of the safeguards are: we
406 only do it when we have to; we view as little data as possible; only
407 trained and vetted staff do it; the data is protected by multi factor
408 authentication and remains encrypted in transit.
 - 409 – On very rare occasions, and subject to strict safeguards, we may store
410 and process some data locally in order to diagnose or fix a bug. On
411 these occasions data will be stored and processed in the UK. Some
412 of the safeguards are: we only do it when we have to – it is never
413 routine; we store the minimum possible amount of data locally; we
414 only store it on encrypted secure machines; we delete it as soon as
415 possible.
 - 416 – If you log into Tapestry when you are outside the EU or the UK,
417 the data obviously has to be transferred outside of the EU and UK
418 to get to you. This is unlikely to be a concern if you are a non-EU

419 school or nursery because you won't be storing data about people who
420 are in the EU. It is also unlikely to be a concern if it only happens
421 every now and again and only concerns a few children (i.e., a parent
422 logs in while on holiday). However, if you are an EU or UK based
423 organisation, you should consider your policies for allowing staff to
424 log into Tapestry if they are outside the EU or UK.

- 425 – The contents of 'Push Notifications' to iOS, Android and Amazon
426 apps will go via Apple, Google or Amazon servers respectively which
427 may be outside the UK and EU. This only happens if ALL of the
428 following are true: 1) 'Allow Push Notifications' is enabled in the
429 Tapestry Control Panel; 2) 'Include names in push notifications' is
430 enabled in the Tapestry Control Panel; 3) A person is using a version
431 of our app that supports push notifications; 4) The person using our
432 app enables push notifications for that device; 5) The person using
433 our app consents to names being included in our push notifications.

434 **What data is placed into Tapestry?**

435 Annex C: Tapestry Privacy sets out the subject matter and duration of our
436 processing; the nature and purpose of the processing; the type of personal data
437 and the categories of data subject.

438 In summary:

- 439 • The categories of data subject are the people you add to Tapestry. Typically
440 children, staff and relatives of the children. You choose exactly who.
- 441 • The subject matter and types of personal data are typically: names, email
442 addresses, dates of birth, post codes, contents of an online learning journal,
443 records of a child's care, records of a child's attendance. You choose exactly
444 what data.
- 445 • The nature and purpose of the processing is typically: to provide an online
446 record of children's attendance, progress and care in order to monitor,
447 share and analyse that attendance, progress and care. You choose exactly
448 what is done with the data and who it is shared with.
- 449 • The duration of the processing is, at most, the duration of this contract
450 plus the time taken for data to leave our backup system. It can be shorter
451 if you choose to delete some or all of your data sooner.

452 **Who is responsible for what?**

453 The first thing to agree is that:

- 454 1. You are the data controller for data you, or the people you give access,
455 add to Tapestry.
- 456 2. We are the data processor.

457 If you don't know what those terms mean, it is *essential* that you find out. A
458 starting point for finding out is <https://ico.org.uk>.

459 You must:

- 460 • Have a lawful basis for entering data into Tapestry.
- 461 • Use Tapestry in a way that is compliant with data protection law.
- 462 • Respond to data protection requests.
- 463 • Keep your contact details on Tapestry up to date.

464 We must:

- 465 • Only process data on your instructions.
- 466 • Ensure that people we use to process your data are subject to a duty of
467 confidence.
- 468 • Take appropriate measures to ensure the security of our processing.
- 469 • Only engage sub-processors with your prior written consent (see Annex
470 D).
- 471 • Assist you in providing subject access and allowing data subjects to exercise
472 their rights under data protection law.
- 473 • Assist you in meeting your legal data protection obligations in relation to:
 - 474 – the security of processing.
 - 475 – the notification of personal data breaches.
 - 476 – data protection impact assessments.
- 477 • Delete or return all personal data to you as requested at the end of the
478 contract.
- 479 • Submit to your audits and inspections.
- 480 • Provide you with the information to meet your legal obligations.
- 481 • Tell you if we become aware of a data breach
- 482 • Tell you immediately if we are asked to do something infringing data
483 protection law.

484 What we expect of you

485 You must have a lawful basis for putting data into Tapestry

486 We rely on you to ensure you have a lawful basis for putting data into Tapestry.
487 If you haven't worked out what your lawful basis is, please do so immediately.
488 Once again, the UK Information Commissioners Office, <https://ico.org.uk>, is a
489 good starting point.

490 Please don't leap to assuming consent is the only lawful basis for you, but
491 carefully consider the six possible bases described in law and work out which is
492 right, given what you intend to store in Tapestry and how you intend to use and
493 share it.

494 If you are relying on consent as your lawful basis, then we rely on you to have
495 gained the consent for whatever data you intend to put on Tapestry and to

496 remove data if consent is later withdrawn.

497 **You must use Tapestry in a way that is compliant with data protection**
498 **law**

499 As the controller of the data you put in Tapestry, you must comply with data
500 protection law. This includes ensuring that the data is:

- 501 1. Processed lawfully, fairly and in a transparent manner in relation to
502 individuals.
- 503 2. Collected for specified, explicit and legitimate purposes and not further
504 processed in a manner that is incompatible with those purposes; further
505 processing for archiving purposes in the public interest, scientific or historical
506 research purposes or statistical purposes shall not be considered to be
507 incompatible with the initial purposes.
- 508 3. Adequate, relevant and limited to what is necessary in relation to the
509 purposes for which they are processed.
- 510 4. Accurate and, where necessary, kept up to date; every reasonable step
511 must be taken to ensure that personal data that are inaccurate, having
512 regard to the purposes for which they are processed, are erased or rectified
513 without delay.
- 514 5. Kept in a form which permits identification of data subjects for no longer
515 than is necessary for the purposes for which the personal data are processed;
516 personal data may be stored for longer periods insofar as the personal
517 data will be processed solely for archiving purposes in the public interest,
518 scientific or historical research purposes or statistical purposes subject to
519 implementation of the appropriate technical and organisational measures
520 required by the GDPR in order to safeguard the rights and freedoms of
521 individuals.
- 522 6. Processed in a manner that ensures appropriate security of the personal
523 data, including protection against unauthorised or unlawful processing and
524 against accidental loss, destruction or damage, using appropriate technical
525 or organisational measures.

526 Source: [https://ico.org.uk/for-organisations/data-protection-reform/overview-](https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/principles/)
527 [of-the-gdpr/principles/](https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/principles/)

528 We will do our part in helping you to comply (described below).

529 Tapestry allows you to upload and store documents, pictures, videos and text.
530 Even where these do not contain personal information (e.g. a worksheet or song
531 added to a planned activity, or a picture from the internet added to a memo)
532 copyright and other laws may restrict what you can do with them. You are
533 responsible for making sure the material you, or the people you authorise, add
534 to Tapestry does not break the law.

535 **You must respond to data protection requests**

536 Using Tapestry normally involves processing data about people (children, possibly
537 staff, possibly relatives). Those people may have rights under UK and EU data
538 protection law, including:

- 539 1. The right to be informed
- 540 2. The right of access
- 541 3. The right to rectification
- 542 4. The right to erasure
- 543 5. The right to restrict processing
- 544 6. The right to data portability
- 545 7. The right to object
- 546 8. Rights in relation to automated decision making and profiling

547 Source: [https://ico.org.uk/for-organisations/data-protection-reform/overview-](https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/individuals-rights/)
548 [of-the-gdpr/individuals-rights/](https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/individuals-rights/)

549 You are responsible for responding to those requests. We have designed our
550 system to help you to respond.

551 **The right to be informed** In particular, please ensure you proactively dealt
552 with the “right to be informed” – you must not wait for people to ask you.

553 The UK Information Commissioner’s Office has advice on this: [https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/right-to-be-informed/)
554 [gdpr/individual-rights/right-to-be-informed/](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/right-to-be-informed/).

556 You may wish to use our ‘Annex C: Tapestry Privacy’ as a starting point for
557 informing your staff and the relatives and children whose data you add to
558 Tapestry. But you will probably need to adapt it to cover: your contact details,
559 your lawful basis for adding data, who you intend to share the data with and why
560 and when you intend to delete the data. Since the new data protection law covers
561 all data, whether it is on computer or on paper, you may wish to incorporate
562 this into a single wider document that covers all the data you process.

563 **You must keep your contact details on Tapestry up to date**

564 You must keep your contact details up to date within Tapestry. We use these to:

- 565 1. Contact you
- 566 2. Verify that instructions we receive come from you

567 If they are not up to date, you may not receive our messages.

568 In particular, we sometimes receive requests from customers stating that the
569 only manager registered on a school, childminder or nursery’s Tapestry account
570 has left, and requesting that the ownership be transferred to a new person. In

571 order to verify that the request is legitimate we have to take several steps. Even
572 if these steps are successful, they may mean a delay of weeks during which time
573 Tapestry may not be accessible by you. To avoid this, please ensure you update
574 contact details before a manager departs and, ideally, always register more than
575 one manager on the Tapestry system.

576 **What you can expect of us**

577 **We will only process data on your written instructions**

578 Tapestry only does what you tell it. We do not do any processing that you do
579 not tell us to do.

580 To be absolutely clear: we don't license or claim ownership of your data; we
581 don't sell your data; we don't use your data for advertising; we don't pass on
582 your data except when you instruct us to.

583 You can add users to Tapestry who, depending on the level of access you give
584 them, can then also instruct Tapestry. You can adjust what data those users see
585 and what they can do with the data.

586 People whose data you have added to Tapestry have a right to restrict processing.
587 If you have been told by someone to restrict processing of their data, then
588 you are responsible for not using Tapestry to do any further processing of that
589 person's data. You are responsible for ensuring any users that you have added to
590 Tapestry do no further processing. The easiest way to do that is to use Tapestry
591 to mark the child or user as inactive.

592 **Who can instruct us** We prefer to accept instructions through the Tapestry
593 web interface or apps. This interface has options for authorising different users
594 and giving them different levels of permission about what they can instruct us
595 to do.

596 We may also accept instructions through our support ticket system or by email
597 if they come from:

- 598 • Someone who we have verified is registered on the relevant Tapestry account
599 with the status of a 'manager'.
- 600 • Someone who we have verified is an appropriate representative of the
601 account owner (e.g., the head of a school, or the director or manager of a
602 nursery).

603 Depending on the nature of the instruction and the route by which we receive
604 the instruction, we may need to take extra steps to verify that the instruction is
605 legitimate. This may lead to a delay in us carrying out the instruction.

606 If someone who isn't authorised tries to instruct us to do something, we will
607 tell you about it. For example, this most commonly applies to relatives you add

608 to the Tapestry account who ask us for access to their children's data because
609 they cannot log in or you haven't provided them with data they think they are
610 entitled to. We will direct those relatives back to you.

611 **What does only 'written' instructions mean?** Under data protection law,
612 we are not allowed to accept verbal instructions for data processing.

613 If you speak to us face to face or by telephone, you will need you to confirm any
614 instructions you give us by:

- 615 • Carrying them out yourself through the Tapestry web interface or app
- 616 • Replying to our emailed summary of your instructions, confirming that
617 you wish us to proceed.
- 618 • Repeating your instructions in a message through our support ticket system,
- 619 • Repeating your instructions by email,
- 620 • Repeating your instructions in a letter to us.

621 **Instructions we do and don't accept** Sometimes our customers write to
622 us with a 'data processing agreement' or 'data processing schedule' that sets
623 out how they intend to use Tapestry (e.g., they intend to use Tapestry to store
624 assessments, but not pictures and videos and intend to share those with other
625 staff but not relatives). It is important to note that while we don't require you
626 to store any particular data about any particular person, we also don't prevent
627 you from storing any particular data about any particular person. So, in the
628 case of the example, if an authorised member of staff later chose to upload a
629 video or share an observation with a relative, we would not stop them.

630 What this means is that we cannot limit your use of Tapestry beyond the options
631 we give users with 'manager' accounts on Tapestry to set permissions for other
632 users. If you instruct us to apply further limitations, for example by sending
633 us a schedule describing how you intend to use Tapestry, we cannot comply.
634 However, we are always happy to provide you with help and guidance in how to
635 set permissions within Tapestry to meet your needs.

636 Similarly, whilst we are always keen to receive suggestions about how to improve
637 our security, we cannot accept instructions to apply particular security measures
638 to your account that aren't already available in the Tapestry Control Panel. For
639 example, we cannot currently accept instructions to restrict access to Tapestry
640 for particular users to particular locations or times of day, though we have got
641 features like that on our todo list.

642 **We will ensure that people we use to process your data are subject**
643 **to a duty of confidence**

644 Our staff who process your data are:

- 645 1. Contractually bound to keep your data confidential.
- 646 2. Vetted by us. This includes a DBS check, which is updated annually.
- 647 3. Appropriately trained in data protection.

648 **We will take appropriate measures to ensure the security of our pro-**
649 **cessing**

650 The measures we take are described in Annex B.

651 We have started the process of becoming certified as ISO 27001 compliant. When
652 we have become certified we will update this contract to confirm that we are.

653 **We will engage sub-processors only with your prior consent**

654 We use sub-processors in a way that is compliant with UK and EU data protection
655 law. Our sub-processors, what they do, and our process for seeking your
656 agreement to any changes are described in Annex D.

657 **We will assist you in providing subject access and allowing data sub-**
658 **jects to exercise their rights under data protection law**

659 You can download all the information that has been entered into Tapestry.

660 We provide a section in the Control Panel where you can download a single file
661 that brings together all the information Tapestry holds about a particular child
662 or a particular user.

663 You can correct all the information that has been entered into Tapestry.

664 You can delete all the information that you have entered into Tapestry.

665 **We will assist you in meeting your legal data protection obligations**

666 **The security of processing** We describe our current security approach in
667 Annex B.

668 If you believe that there is something that should be described in Annex B but
669 is not, please let us know.

670 If you wish us to describe our security in a particular way (such as by filling out
671 forms for you) then we may pass on our costs in doing so.

672 We do not usually implement bespoke security measures. However, we are always
673 interested in improving our service, so please do let us know of anything that
674 you would like to see.

675 **Notification of personal data breaches** If we become aware of, or suspect,
676 a data breach, we will tell you without undue delay. If you become aware of, or
677 suspect, a breach, please tell us as soon as you can.

678 If there is a personal data breach, we will:

- 679 1. Help you to prevent further breaches (e.g., if someone has stolen a computer
680 used by you to log into Tapestry, and you are concerned that your Tapestry
681 password was stored on that computer, we can disable the relevant accounts
682 and change the relevant passwords).
- 683 2. Help you to work out who has been affected.
- 684 3. Help you to work out what data may have been breached.
- 685 4. Help you to determine the cause of the breach.
- 686 5. Help you in your dealing with the Information Commissioners Office.

687 In the UK, The Information Commissioners Office require you to notify them of
688 any data breach that is “likely to result in a risk to the rights and freedoms of
689 individuals” within 72 hours of you becoming aware of it. EU data protection
690 law has a similar requirement. We will prioritise our work to help you to meet
691 that deadline.

692 If you wish us to go further than that, we will do our best but may have to pass
693 on our costs in helping you.

694 **Data protection impact assessments** We cannot carry out a data protec-
695 tion impact assessment for you, because we do not know what data you intend
696 to place in Tapestry, who you intend to provide access to it, and what controls
697 you intend to place on its access.

698 This contract should provide you with the material you would need from us in
699 order to carry out your own data protection impact assessment. In particular
700 you will probably want to review Annex C: Tapestry Privacy which contains
701 what data *could* be collected and who it *could* be shared with, and Annex B:
702 Tapestry Security which outlines the controls that we have in place around data
703 security and suggests some issues that you would need to think about in your
704 use of Tapestry.

705 If you wish us to provide additional help with your impact assessment, we will
706 do our best but may have to pass on our costs in helping you.

707 **We will delete or return all personal data to you as requested at the**
708 **end of the contract**

709 You can delete data at any time. You can download data at any time.

710 At the end of the contract our standard practice is to delete your data from
711 our systems after 90 days. The data will be deleted from our backup systems

712 90 days after it is deleted from our systems. We are happy to delete your data
713 sooner if you ask us to.

714 We are happy to return your data to you at any time. If you want your data in
715 a particular format, we will do our best, but may have to pass on our costs in
716 providing it to you in that format.

717 We will not delete data if we are required by law to keep it (for instance, for an
718 ongoing police or data protection investigation).

719 **We will submit to your audits and inspections**

720 We provide our approach to security in Annex B for you to audit.

721 We have started the process of becoming ISO 27001 certified. When we have done
722 so, we will update this contract and provide you with access to the certification
723 for you to audit.

724 If you want to submit us to further audit or inspection, we will do our best to
725 help you, but may have to pass on our costs in complying with your request.

726 **We will provide you with the information to meet your legal obligations** 727 **tions**

728 We believe this contract and its annexes, combined with the tools provided
729 within Tapestry, provide you with what you need to meet your legal obligations.
730 If you think there is something missing, please let us know.

731 If you have a specific or unusual request for information, we will do our best to
732 help you, but may have to pass on our costs in complying with your request.

733 **We will tell you if we become aware of a data breach**

734 If we become aware of a data breach, we will tell you about it and help you to
735 meet your obligations as we've described above. We will do this without undue
736 delay. Please keep your contact details up to date so that we can contact you
737 quickly.

738 If we suspect a possible data breach we may 'lock down' access to Tapestry if
739 we think that would help prevent a further breach. This would mean that some
740 or all users of Tapestry would lose partial or complete access to Tapestry while
741 we investigate and fix whatever led to the breach. We would inform you as soon
742 as possible if we need to do this.

743 **We will tell you immediately if we are asked to do something infringing**
744 **data protection law**

745 If we are asked to do something that we believe infringes data protection law we
746 will not do so, and we will try and reach you through the contact details you
747 have given us to explain what has happened.

748 **If something goes wrong**

749 **Complaints**

750 If you have a complaint, then please contact us at customer.service@eyfs.info.

751 **Our Data Protection Officer**

752 If you have a concern that we have not addressed, please contact our Data
753 Protection Officer:

754 Lauren Foley dpo@eyfs.info WaterCourt 65 High Street Lewes England BN7
755 1XG UK

756 **Frequently Asked Questions**

757 **With regard to Brexit: will the data be hosted and backed**
758 **up in the UK once Brexit is finalised?**

759 The current guidance from the ICO is that it will be completely fine for data
760 about UK people to be stored and processed in the EEA at the end of the
761 transition period, even if the UK and EU do not reach any agreement. But we
762 are keeping an eye on developments and will make whatever changes are required
763 to be compliant with UK data protection law as it changes.

764 **Annex B: Tapestry Security**

765 This annex relates to the use of Tapestry, our online learning journal. Annex E
766 relates to data in our billing and support system. Annex F relates to data in
767 our discussion forum.

768 Security of a software service or product involves many aspects, and satisfying
769 yourself that you should put your trust in a product can and should require
770 that you ask questions of the organisation and people overseeing that security.
771 This annex aims to give you an understanding of who we are and how we have
772 addressed the important issue of protecting the integrity of Tapestry.

773 **Security Responsibilities**

774 Security is only as strong as the weakest link. We therefore need to work with
775 you, the account holder, together with any staff, children and relatives you give
776 permission to use Tapestry to ensure the overall system is secure. This annex
777 explains what we do and what we hope you will do.

778 The latest copy of this annex, together with our terms and conditions are always
779 available in the Control Panel of your copy of Tapestry.

780 **Who are we?**

781 Tapestry is the name of a product that was conceived, developed and is owned by
782 The Foundation Stage Forum Ltd., an early years organisation that has provided
783 resources and support for the early years workforce since February 2003. We
784 have contracts with many local authorities, some of which have been in place for
785 ten or more years.

786 **The Foundation Stage Forum Ltd**

787 The Foundation Stage Forum Ltd is a VAT registered, private UK limited
788 company.

789 Our company number is 05757213.

790 Our registered office is at:

791 WaterCourt
792 65 High Street
793 Lewes
794 England
795 BN7 1XG

796 Our VAT registration number is 932933317.

797 You can write to us at our registered office, or email us at customer.service@
798 eyfs.info.

799 Our contracts are under English law.

800 We have two directors: Helen and Stephen Edwards.

801 **Director: Stephen Edwards MSc**

802 Steve is the founder of the FSF. He worked for many years as a technical manager
803 for the telecommunications organisation Ericsson, having completed a Masters
804 Degree in information systems. He became interested in the early years as a
805 result of his wife (Helen, see below) setting up a nursery in their home, and left
806 Ericsson to set up the FSF in 2002 as a resource and support network for the early
807 years workforce. He has been fully occupied with the FSF ever since, conceiving
808 and driving the development of Tapestry as a part of this commitment.

809 Steve is the board member responsible for security.

810 **Director: Helen Edwards DPhil**

811 Helen has been working with young children since 1989, firstly as a primary
812 school teacher, and then as a successful nursery owner/manager, followed by
813 employment as a local authority advisor and university tutor, and more recently
814 as an Ofsted inspector. She also holds the EYP status.

815 **Data Protection Officer: Lauren Foley**

816 Lauren Foley is our Data Protection Officer. Her direct email is dpo@eyfs.info.

817 Lauren joined The Foundation Stage Forum in 2014 after graduating from the
818 University of Birmingham. She was designated our data protection officer after
819 completing GDPR training in November 2017.

820 **Data Protection Law**

821 We are compliant with UK and EU data protection law. We describe our
822 approach to data protection in Annex A.

823 To summarise it in brief: You, the Tapestry account manager, own the data you
824 put on Tapestry. We, The Foundation Stage Forum Ltd, do not. In technical
825 terms, you are the Data Controller, we are the Data Processor.

826 We will only do things with data that you, or people that you give permission
827 to, request.

828 We will not access your data without your permission.

829 We only use the data you enter to provide, fix and improve the service you see:
830 an online learning journal that helps you to monitor the progress of children,
831 communicate with parents and the government and manage your activities.

832 To be absolutely clear: we don't use the data for marketing; we don't share the
833 data with others to do marketing.

834 You should be aware of your responsibilities as a data controller. You can find out
835 more at the Information Commissioner's Office website: [https://ico.org.uk/for-](https://ico.org.uk/for-organisations/)
836 [organisations/](https://ico.org.uk/for-organisations/).

837 You are responsible for making sure that you only put data on Tapestry where
838 you have permission to do so. i.e., if a parent has agreed with you that no photos
839 of their child should be taken, you are responsible for ensuring that none of the
840 photos added to Tapestry depict that child.

841 **Access to data**

842 Only you, and those you authorise, will have access to your Tapestry accounts.
843 You can restrict the people you authorise to only be able to view data about
844 some children.

845 If we need to access your account to sort out a problem you are having, we will
846 ask your permission first.

847 We will not give Tapestry account information, or access to your Tapestry account,
848 to anyone other than those individuals you have set up as staff members.

849 Relatives contacting us for access details will always be referred to you, the
850 Tapestry account holder.

851 Under the data protection act, individuals have a right to see a copy of information
852 that an organisation holds about them. As the data controller, you will need
853 to respond to those requests and we, as the data processor, will help you. This
854 is normally easy, since you can always see and print the information you have
855 entered.

856 **Deleting data when it is no longer needed**

857 You can modify and delete the data you enter.

858 In the common case of children leaving your setting, you can move them into a
859 'deleted' area, where (after a delay of ninety days to avoid disastrous mistakes

860 occurring) their data will be deleted (this includes relevant pictures, videos,
861 journals and reports).

862 You can instruct us to delete *all* your data at any time. But this is all or nothing.
863 If you just want to delete *some* of your data, you will need to use the Control
864 Panel inside Tapestry to do so yourself.

865 If you let your subscription to Tapestry lapse, we will delete all data associated
866 with it. We delay the deletion for 90 days in case your subscription has inadver-
867 tently lapsed (e.g., it happened while you are on holiday, or there was a delay in
868 your Local Authority paying our invoice) but if you explicitly ask us to then we
869 will delete your data immediately.

870 Data will remain in our backups for 90 further days. If you wish, you can instruct
871 us to delete *all* your data from these backups. But it is all or nothing. We
872 cannot delete *some* of your data on these backups.

873 Once the data is deleted from our backups we can no longer recover it.

874 **Organisational data security**

875 **ISO 27001**

876 We are working towards becoming independently certified as ISO 27001 compliant.
877 When we have achieved certification we will update this contract and provide
878 you with access to the certification.

879 Our data centre, Amazon Web Services, has been independently certified as ISO
880 27001 compliant.

881 **Staff**

882 We are careful in who we employ. All our staff with access to your data have
883 been checked and cleared by the Disclosure and Barring Service (DBS) and we
884 check their DBS status annually.

885 The company that hosts our servers and databases, AWS, also vets their staff
886 (though in practice we would never expect them to see your data).

887 You are responsible for only giving access to Tapestry to people you trust and who
888 actually need access. For instance, please remember to make staff inactive once
889 they have left your service or if they are facing relevant disciplinary procedures.

890 Please also ensure that, when you give access to relatives of children, you are
891 careful to allocate them to the correct children, to enter their email address
892 correctly, and to make them inactive once the child has left your setting.

893 Procedures

894 Our procedures are designed to minimise our access to your data. For example,
895 we wouldn't log into your account without your permission and even then would
896 only do so if it was necessary to resolve a fault or problem you were experiencing.

897 We are similarly careful with our suppliers. The company that hosts our servers
898 and databases, AWS, operates on a similar principle of minimal access. They are
899 ISO27001 accredited, which means they have a complete and appropriate set of
900 security procedures. We would never expect them to need access to your data.

901 It is important that you think about your procedures for what sort of data you
902 put on Tapestry and what you allow your staff, children and relatives to do with
903 it.

904 For instance, you should think about:

- 905 • Whether you give all staff access to data about all children, or just some
906 children.
- 907 • When it is appropriate for your staff to take and share photos and videos.
- 908 • Whether you give access to children in school or at home, what guidance
909 you give them about what is acceptable to add and what you will do if
910 they add inappropriate material.
- 911 • What instructions you should give to parents as to what is appropriate
912 for them to add, and what they may do with material that you add (e.g.,
913 insisting no photos are uploaded to social media sites by parents without
914 the written permission of the parents whose children are depicted in photos,
915 videos or text.)

916 Passwords

917 The main way we control access to Tapestry is through passwords.

918 Neither you, nor we, can see what passwords have been used (technically, we hash
919 the passwords before storing them using bcrypt and we never write passwords
920 to any log files).

921 Our staff use strong passwords and, for the more secure systems, have to
922 supplement the correct password with other security measures (such as logging
923 in from our office IP address and/or using two-factor authentication).

924 You are responsible for training your staff, and encouraging any relatives and
925 children you give access, to adopt sensible precautions around their use of
926 passwords – don't share them, don't reuse them, and make them hard to guess.

927 Incorrect password attempts will result in access for that user being prevented
928 for a period of time. If you suspect one of your staff or relative accounts has
929 or could have been compromised, you can make it inactive. This will prevent
930 access using that account. At a minimum, you should then contact the staff or

931 relative and ask them to change their password on this system and any other
932 system on which they have used a similar password.

933 You can choose a minimum password strength that you permit the people you
934 add to Tapestry to use. We won't let this minimum be any less than 10 characters
935 and we allow and encourage you to set a tougher standard than that (by, for
936 instance, requiring longer passwords).

937 For your staff, we also provide an option where they cannot login without a
938 different member of staff (such as a manager) logging in first. We call this PIN
939 only staff.

940 If you wish, you can set an initial password and PIN for the staff and relatives
941 that you add, but we strongly discourage this. We prefer you to use the option
942 of sending links that allow users to set their own passwords and PIN without
943 you seeing them.

944 We allow relatives and staff to reset their own passwords using their email address.
945 You, and managers you nominate, can also reset passwords for staff and relatives.
946 If a member of staff or a relative contacts us because they have lost access to
947 the email address associated with an account, we will direct them back to you.

948 You do not need to give children access to Tapestry, but if you do, you should bear
949 in mind that children are likely to be less able to cope with complex passwords
950 and less able to take sensible password precautions. We have therefore designed
951 Tapestry to require some other authentication before a child can log in. When
952 at home this means they can only log in after their relative has first logged in.
953 At school this means that they can only log in after a teacher has set up the
954 computer they are using for their group or class and given permission for that
955 group or class to login. If you do to Tapestry, please take the time to understand
956 how those extra layers of security work.

957 If you have lost access to your email address associated with Tapestry, or you
958 have taken over a Tapestry account due to the departure of the previous account
959 owner and don't have access, then we can add an email address for the new
960 manager. In order to verify that the request is legitimate we have to take several
961 steps. Even if these steps are successful, they may mean a delay of weeks during
962 which time Tapestry may not be accessible by you. To avoid this, please ensure
963 you update contact details before a manager departs and, ideally, always register
964 more than one manager on the Tapestry system.

965 We do not currently have a facility for you to restrict access to particular locations
966 or particular devices. That makes it doubly important that you take sensible
967 precautions over passwords.

968 If you believe the password for one or more accounts has or could have been
969 compromised, please immediately make that account inactive using the Tapestry
970 Control Panel or, if you are unable to do so, contact us and we will do it for you.
971 Please then contact us to discuss how to re-activate the accounts in a way that
972 ensures they remain secure.

973 Because passwords can be reset by email, if you believe that the email account
974 associated with a Tapestry account has been compromised, please treat it as if
975 the password has been compromised: make the Tapestry account inactive and
976 contact us.

977 **Technical data security**

978 The Tapestry web service and data are hosted in a cloud hosting environment
979 operated by AWS in the EU (primarily the Republic of Ireland, with backups in
980 Germany). AWS is the largest cloud hosting provider in the world and provides
981 a secure platform for some of the world's largest online service providers.

982 **Physical security**

983 AWS ensure that our servers are physically secure. AWS data centres are
984 housed in nondescript facilities. Physical access is strictly controlled both at the
985 perimeter and at building ingress points by professional security staff utilizing
986 video surveillance, intrusion detection systems, and other electronic means.
987 Authorized staff must pass two-factor authentication a minimum of two times
988 to access data centre floors. All visitors and contractors are required to present
989 identification and are signed in and continually escorted by authorized staff.

990 AWS only provides data centre access and information to employees and contrac-
991 tors who have a legitimate business need for such privileges. When an employee
992 no longer has a business need for these privileges, his or her access is immediately
993 revoked, even if they continue to be an employee of AWS. All physical access to
994 data centres by AWS employees is logged and audited routinely.

995 We make sure that the devices we use to connect to the Tapestry servers are
996 physically secure.

997 We also don't routinely store any of your data on our local devices. It is usually
998 only stored on our servers. On the very rare occasions when we have to (in order,
999 for instance, to diagnose a bug which we have not been able to replicate in any
1000 other way), we store as little as possible, for as short as time as possible, with
1001 access limited to as few people as possible. We also ensure that the machines we
1002 store it on are secure, including ensuring that their storage is encrypted.

1003 It is important that you make sure that the devices you use to connect with
1004 Tapestry are physically secure. In particular, if you use some form of password
1005 manager on a device that remembers your Tapestry password then, at a minimum,
1006 make sure that the device also requires a password to login or unlock.

1007 The Tapestry website doesn't store data that you have entered on your laptop
1008 or desktop. Therefore, if your computer is stolen, so long as the password wasn't
1009 stored on the computer then the person who stole the computer will not be able
1010 to access Tapestry data without guessing your password.

1011 If you were logged into Tapestry when your laptop or desktop was stolen then, so
1012 long as the browser is open and the machine hasn't been switched off, the person
1013 who stole the computer has a short time when they could use your account.
1014 Therefore it is important that you either log off when you leave a computer
1015 unattended, or ensure your computer automatically locks its screen when you
1016 leave it and requires a secure password to unlock.

1017 The iOS and Android Tapestry apps don't store passwords locally, only tem-
1018 porarily store some data (such as copies of images that are being shown on
1019 screen), and require a password or pin to be entered to open the app. Therefore,
1020 if the device is stolen, the person who stole it would not have significant access
1021 to Tapestry data without guessing your password or PIN.

1022 The devices may have copies of the pictures and videos that have been taken
1023 outside of the app. There is also a setting that allows copies of pictures and
1024 videos taken within the app to be stored in the device's picture gallery. However,
1025 by default this setting is disabled. If you download data (such as PDFs of
1026 journals) from Tapestry to your device, those are at risk.

1027 **Software security**

1028 We, together with AWS, ensure that the software running on our servers is up to
1029 date. We run regular automated tests and internal security reviews to examine
1030 the configuration and security of our servers.

1031 Similarly, we ensure that the devices we use to connect to Tapestry are up to
1032 date and free from viruses and compromising software.

1033 It is important that you take similar care with the devices you use to connect to
1034 Tapestry to ensure they are up to date and free from viruses or compromising
1035 software. If you give relatives access, please also encourage them to do the same.

1036 **Encryption**

1037 Connections between you and the Tapestry servers are encrypted.

1038 Connections between the Tapestry apps and our servers are similarly encrypted.

1039 Connections between our office computers and Tapestry are encrypted.

1040 Your data is encrypted at rest on our servers. This includes our backups of your
1041 data.

1042 It is important that you check that you are connected to the official Tapestry site
1043 before entering your password. The correct URL is <https://tapestryjournal.com>.
1044 We also have an old URL <https://eylj.org> that we keep running for users that
1045 have not updated their bookmarks or links. You should never enter your Tapestry
1046 password in any other site.

1047 There should *always* be a padlock or similar symbol to show that the connection
1048 to <https://tapestryjournal.com> is encrypted.

1049 It is important that, if your browser reports any security error, such as a
1050 certificate being invalid, you do not accept the situation and enter your password.
1051 It is likely to be a genuine security warning. Contact your IT support, or contact
1052 us.

1053 If anything at all makes you suspicious do not enter your password. Instead take
1054 a screenshot and contact your IT support or contact us.

1055 Please pass this on to people to who you give access: 1) Double check the URL
1056 2) Double check the security padlock 3) Do not enter your password if you get a
1057 browser warning or see anything suspicious: take a screenshot and contact us.

1058 Please note that from June 2020, Tapestry no longer uses Enhanced Validation
1059 Certification (EVC): it never offered any greater degree of technical protection
1060 (encryption is still performed at the same strength) and modern browsers no
1061 longer use it to offer a visible assurance that the service is being provided by a
1062 validated organisation (The Foundation Stage Forum Ltd).

1063 **Partitioning**

1064 Our network is partitioned to provide minimum access between our servers and
1065 the internet. In particular, our databases cannot directly access or be accessed
1066 from the internet, but only from specific servers. Only a handful of servers
1067 can be accessed from the internet, and only on specific ports and using specific
1068 protocols (e.g., no unencrypted connections are permitted). This reduces the
1069 likelihood that external hackers can gain access to our servers and then get data
1070 out.

1071 Our data is partitioned so that your data is held in a separate database from that
1072 of other accounts. This reduces the likelihood that a compromise in somebody
1073 else's account (because, for instance, they use an easily guessable password)
1074 would lead to a compromise of your data.

1075 Our software is partitioned so that it only has the minimum level of privileges
1076 to carry out whatever task it is currently doing. This reduces the likelihood
1077 that somebody who hacked into one part of our code could use it to compromise
1078 other areas.

1079 **Logging**

1080 We log activity on our system. Some of these logs are available to you in the
1081 Tapestry Control Panel. We retain more detailed logs to help diagnose and fix
1082 faults.

1083 Verification (also known as Penetration Testing)

1084 We employ independent firms to check that our systems are secure by attempting
1085 to hack or penetrate them. These firms are accredited by the relevant industry
1086 bodies.

1087 The penetration tests cover both the web and the app versions of Tapestry.

1088 The penetration tests include authenticated tests, where the testers are provided
1089 with login details to Tapestry accounts to check whether they can exploit those
1090 to see or extract data that should not be visible.

1091 If you have a legitimate interest in Tapestry (e.g., you are the account owner, a
1092 prospective customer or a parent) we are happy to provide a summary of what
1093 the independent testers found – please contact us at customer.service@eyfs.info.
1094 Please also get in touch if you want to find out when the last test took place or
1095 the next test is scheduled.

1096 We also regularly run automated security tests and carry out internal security
1097 reviews.

1098 Capacity, Redundancy and Backups

1099 Our system’s capacity scales to meet demand. We do not currently limit the
1100 number of users, or the amount of data that they store, we just add the required
1101 storage and servers to meet the demand, in most cases automatically.

1102 If a particular account is using our system excessively we may need to discuss
1103 the possibility of an increased subscription fee, but we have never yet had to do
1104 this.

1105 Our system is redundant and should survive the loss of any server or, indeed,
1106 the loss of a physical data centre. This means that we have at least two copies
1107 of each operational server and all data is stored in at least two locations.

1108 We also retain backups of all data in a different physical location (at the time
1109 of writing, the primary physical locations are in the Republic of Ireland, the
1110 backup physical locations are in Germany).

1111 These backups should be, at most, 24 hours old and we should have 90 days of
1112 backups.

1113 The backups are treated with the same care as the primary data (in particular,
1114 they are encrypted in transit and rest and stored in AWS facilities with the same
1115 physical security as described in the ‘physical security’ section above).

1116 Please note that backups are for disaster recovery. We will use them to restore
1117 your data should it become lost or corrupted on the live system. It is not designed
1118 for easy access to restore specific bits of data that you have deliberately deleted

1119 from the live system. If you ask us to retrieve specific bits of information from
1120 the backups, we will do so, but we may need to charge our costs.

1121 **Keeping in touch about security**

1122 If you suspect a security issue (e.g., you believe that passwords on your account
1123 may be compromised because, for instance, computers have been stolen) then
1124 email us at customer.service@eyfs.info. Please include a descriptive subject line
1125 in your email (i.e., don't just say "Help!" but say "Help! Our computers have
1126 been stolen").

1127 If we have a security concern about your account, we will try and reach the
1128 primary contact we have listed. This will initially be the person that set up the
1129 account. You can change this using the Control Panel within Tapestry (Settings
1130 > Contact Details). Please keep this information up to date.

1131 If you or we suspect a security problem, our first step will usually be to lock
1132 down the accounts whilst we work together to establish what happened and the
1133 best course of action.

1134 **Frequently asked security questions**

1135 Below are some frequently asked questions that relate to security. If you have a
1136 question that hasn't been covered by this document, please ask us at customer.service@eyfs.info. Please note that, for security reasons, we may not answer
1137 some questions (such as, for instance, the exact versions of software that we are
1138 using).
1139

1140 **Can you fill out this security questionnaire for me?**

1141 To keep our price down, we do not enter into bespoke contracts or fill out security
1142 checklists. However, we hope that our contract, including its annexes, include
1143 all the answers you need and cover all the events that you are concerned about
1144 and that you can use them to fill out whatever paperwork you require for your
1145 own systems.

1146 If you have questions about our service that aren't covered then do get in touch
1147 and, if we can, we will add the answers to this contract.

1148 **Do you offer a service level agreement?**

1149 To keep our price down, we do not. However, we take fulfilling our obligations to
1150 you very seriously and will do our utmost to ensure our service is there whenever
1151 you need it.

1152 **Are you insured?**

1153 Yes. Our insurance covers the standard corporate liabilities. In addition, it
1154 covers liabilities relating to hacking and relating to data breaches. Like all
1155 insurance it is subject to excesses, limits and exclusions.

1156 **What happens if my account subscription should expire?**

1157 We want to avoid painful mistakes happening because, for instance, a subscription
1158 expires during a school holiday and nobody is around to pay the bill. So we
1159 do not immediately delete your data when your subscription expires unless you
1160 specifically ask us to.

1161 However, 90 days after your subscription expires we will permanently delete your
1162 data. Data will remain in our backups for 90 further days.

1163 If you wish, you can instruct us to delete all your data sooner.

1164 **Do you store data outside of the EU or the UK?**

1165 No. Almost all data remains in the EU. Some data may temporarily be accessed
1166 or stored in the UK in order to provide support, diagnose problems or fix bugs.

1167 **What encryption principles are used for data in transit?**

1168 We regularly check our encryption meets modern standards and improve it as
1169 appropriate. At the moment we use a 2048 bit key, SHA256 with RSA and allow
1170 TLS1.2 and above.

1171 **Have you disabled TLS 1.0 support?**

1172 Yes. TLS 1.0 and 1.1 have been disabled.

1173 **What encryption key management processes are in place?**

1174 We use AWS to manage our encryption keys and provide them to authorised
1175 servers at the right moment.

1176 **The data centre hosting Tapestry is ISO 27001 accredited. Which
1177 version of ISO 27001 is it, and who is the accrediting company?**

1178 The version is 2013, and the accrediting company is BMTRADA.

1179 **Do you follow any other standards or hold any other certifications?**

1180 Unless mentioned above, no. We take security very seriously and regularly review
1181 what we do. But we have not yet, for instance, undergone ISO27001 certification
1182 as a business.

1183 **Which board member is responsible for security?**

1184 Our Managing Director, Stephen Edwards, is responsible for security.

1185 **Do you have a documented framework for security governance, with
1186 policies governing key aspects of information security relevant to the
1187 service?**

1188 We do not yet have a complete set of documentation. We have started on the
1189 process of creating an ISO 27001 compliant documentation set, but the process
1190 is not yet complete.

1191 **Can you provide evidence that security and information security are
1192 part of your financial and operational risk reporting mechanisms, en-
1193 suring that the board would be kept informed of security and infor-
1194 mation risk?**

1195 We are a small firm so our board, Stephen Edwards and Helen Edwards, are
1196 closely involved in every decision taken by the firm.

1197 We are very aware of the importance of information security. We discuss it in
1198 almost every meeting and we continuously attempt to improve our security.

1199 We have a weekly formal review of our security state (see above)

1200 We get independent penetration testers to review our system (see above)

1201 **Can you provide evidence of processes to identify and ensure compli-
1202 ance with applicable legal and regulatory requirements?**

1203 We discuss compliance regularly in our senior management meetings and track
1204 compliance tasks to completion.

1205 We have appointed a Data Protection Officer to hold us to account on this point.

1206 **Do you track the status, location and configuration of service com-**
1207 **ponents throughout their lifetime?**

1208 Yes. Our software configuration is managed under version control, with repeatable
1209 builds and change logging.

1210 Yes. Our hardware configuration is managed under version control, with repeat-
1211 able builds and change logging.

1212 **Do you assess changes to the service for potential security impact and**
1213 **monitor that impact to completion?**

1214 Yes.

1215 **How are potential new threats, vulnerabilities or exploitation tech-**
1216 **niques which could affect the service assessed?**

1217 We run regular automated tests and internal security reviews to examine the
1218 configuration and security of our servers.

1219 We engage external penetration testers to assess our system against the latest
1220 threats.

1221 **Do we use relevant sources of information relating to threat, vulner-**
1222 **ability and exploitation techniques, e.g. NIST, NCSC?**

1223 Yes. We monitor CVEs relating to the software our service depends on.

1224 Yes. We regularly review guidance from the NCSC and OWASP. We do not
1225 regularly review guidance from NIST.

1226 **How are known vulnerabilities prioritised and tracked until mitiga-**
1227 **tions have been deployed?**

1228 We have automated notifications of vulnerabilities that are in our deployed code.
1229 These notifications are only quietened when fixes have been deployed.

1230 We have internal issue tracking for required code and deployment changes.

1231 We review and prioritise remaining security actions at least once a week.

1232 **What are the timescales for implementing mitigations? E.g. in patch-**
1233 **ing policy?**

1234 This depends on the vulnerability.

1235 For instance, if we believe the vulnerability could lead to data exposure, we
1236 would immediately take Tapestry offline while we fix the vulnerability. Because
1237 Tapestry would be offline, it would be our highest priority to fix. We have
1238 procedures for calling in engineers out of hours and at weekends. We have
1239 procedures for deploying changes to our production configuration within hours.

1240 If the vulnerability was assessed as being of low risk, it would be deployed as
1241 part of our regular code and configuration updates. These tend to be made at
1242 least once every two weeks and are often made several times a week.

1243 **Other than for fault-finding, are activity logs monitored for suspicious**
1244 **activity, potential compromises or inappropriate use of the service?**

1245 Activity logs for our backend system have automated alerting for suspicious
1246 activity. These alerts are seen by all developers and by Stephen Edwards.

1247 Activity logs for our customers are not monitored by us. They are available to
1248 customers to monitor.

1249 **Do we have an incident management process?**

1250 Yes. An incident will be uniquely identified and a named individual will be
1251 allocated responsibility for managing an incident through our support system.
1252 We have standard procedures for common incidents.

1253 **What is the process for the vendor to report incidents to the cus-**
1254 **tomers?**

1255 See “Keeping in touch about security” above.

1256 **Is 2-factor authentication (2FA) available to end users?**

1257 No. But if sufficient numbers of users ask for it, we will implement it: Get in
1258 touch with us at customer.service@eyfs.info.

1259 **Can we require passwords to be changed every X days?**

1260 No. The UK National Cyber Security Centre recommend that you DO NOT
1261 require users to change passwords every X days.

1262 If you suspect a password or email account may have been compromised, you can
1263 make the account inactive and then manually force the password to be changed.
1264 We can do this in bulk for all accounts if you contact us.

1265 **Which NCSC system architecture do you use?**

1266 Of the list at [https://www.ncsc.gov.uk/guidance/systems-administration-](https://www.ncsc.gov.uk/guidance/systems-administration-architectures)
1267 [architectures](https://www.ncsc.gov.uk/guidance/systems-administration-architectures) our system is closest to the ‘bastion’ model.

1268 The service is run on partitioned and private networks. Management functions
1269 are carried out by devices on the corporate network which access the private
1270 networks through bastions.

1271 **What provision is made for customers to access / monitor audit**
1272 **records for system / data access?**

1273 Customers have direct self-service access to logs that show changes to data.

1274 We can provide logs of who has viewed data on request to [customer.service@](mailto:customer.service@eyfs.info)
1275 [eyfs.info](mailto:customer.service@eyfs.info).

1276 **Does your organisation have differentiated access to data depending**
1277 **on the sensitivity level?**

1278 Yes. Our default is ‘no access’ and our systems are designed to minimise access
1279 to data. Different people and the different roles they carry out have different
1280 access to data and different requirements for what authorisation they must have
1281 before accessing it. We regularly review who can access what and why to ensure
1282 we are private and secure by default.

1283 **How long would it take to regain service in a disaster?**

1284 The time taken to restore our service will depend on what caused the loss of
1285 service and how much was lost. That is why, although we do our best to provide
1286 Tapestry at all times, we cannot guarantee it.

1287 But to give you an idea, here are a few scenarios:

1288 *A school’s data is deleted:* If the loss of service is because a school let their
1289 contract lapse and therefore their data was deleted from our primary systems in
1290 line with our contract, but then the school changed their mind and wanted the
1291 data back before it had been deleted from our backups, then restoring a single
1292 school’s database from a backup should take us a few business hours. If all the
1293 media (pictures, videos etc) have been deleted for a single school and need to be
1294 restored from backups then the time taken to restore them will depend on how

1295 many there are, but should rarely take more than a business day. This is just
1296 the time to complete the technical work. If there are also contractual bits of
1297 work to be done, or if we need to verify your identity, or if your request arrives
1298 at a particularly busy time (like the start of September) then getting everything
1299 sorted may take longer.

1300 *A server dies:* All of our servers have redundant copies that are automatically
1301 used when a server crashes, dies or otherwise blows up. If the cause was something
1302 to do with the server itself, such as a hardware fault, then that usually means at
1303 most a few minutes of downtime and can often be managed without any loss
1304 of service at all. However, if the cause was something external that destroys
1305 each of our servers in turn as they come online then the elapsed time will be
1306 however long it takes us to get to the bottom of the root cause and come up with
1307 a fix. We'd treat this as the top priority for the firm and because our engineers
1308 are in-house and we have an 'on call' system outside of business hours we'd do
1309 everything we can to minimise the disruption.

1310 *All three data centers in Ireland are destroyed:* If the loss of service has been
1311 caused by a complete failure of all three of our primary data centres in Ireland,
1312 and we have to completely rebuild Tapestry in a new data centre in a new
1313 location (including configuring new servers etc), then we would hope to have
1314 the contents of our schools databases (so all the text-based records) restored in
1315 24 to 48 hours. Restoring all of the pictures, videos, etc for every school could
1316 then start, but due to the sheer quantity of data, could take a week or more
1317 to complete depending on the bandwidth we could put in place between our
1318 backup data centres and our new data centres. Again, getting everything up
1319 and running would be an absolute priority for the business.

1320 **Annex C: Tapestry Privacy**

1321 This annex describes our privacy policy for people who access the Tapestry
1322 online learning journal service, (<https://tapestryjournal.com>). This policy is
1323 intended to be shared with any person who uses Tapestry as part of their
1324 “right to be informed” under UK or EU data protection law. Since we op-
1325 erate as a Data Processor for our customers, the Data Controller (the child-
1326 minder, educator, nursery, school or similar educational organisation), will
1327 need to provide extra information to fulfil the “right to be informed”. We de-
1328 scribe this extra information briefly in ‘Annex A: Tapestry Data Protection’
1329 and you can get more guidance from the UK Information Commissioner’s Of-
1330 fice: [https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/right-to-be-informed/)
1331 [regulation-gdpr/individual-rights/right-to-be-informed/](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/right-to-be-informed/).

1332 We are The Foundation Stage Forum Ltd, a company registered in England with
1333 company number 05757213 and a registered address of WaterCourt, 65 High
1334 Street, Lewes, England, BN7 1XG, UK.

1335 Our customers are childminders, educators, nurseries, schools or similar educa-
1336 tional organisations.

1337 You are someone who has been given access to Tapestry by one of our customers.
1338 For example, you could be a member of staff, a relative of a child, the child
1339 themselves, or someone acting on behalf of a child.

1340 You may have rights under UK or EU Data Protection legislation relating
1341 to information we store about you. These rights are described here: <https://ico.org.uk/for-the-public/>. If you want to exercise those rights, please contact
1342 the customer who is storing data in Tapestry in the first instance (e.g., the school
1343 or nursery). If they want help in carrying out your request, they can contact us.
1344

1345 Our lead supervisory authority for data protection is the UK Information Com-
1346 missioner’s Office (<https://ico.org.uk>).

1347 **The Service**

1348 Our customers pay us to provide them with a service that allows them to create
1349 online learning journals for children under their care, monitor those children’s
1350 progress and share this information with their staff and, if they wish, those
1351 children’s parents and relatives.

1352 **What data do we collect?**

1353 Our customers may choose to store some of the following data on our service:

- 1354 • The names and email addresses of their staff

- 1355 • The names, dates of birth and postcodes of their children
- 1356 • The names and email addresses of the parents and relatives of their children
- 1357 • The contents of a learning journal:
 - 1358 – assessments of children’s performance
 - 1359 – notes, photographs and videos by and of the children
 - 1360 – comments by staff, children and relatives
- 1361 • A record of the children’s care:
 - 1362 – what they ate and drank
 - 1363 – toileting
 - 1364 – how they slept
 - 1365 – whether they had any accidents
 - 1366 – comments by staff and relatives
- 1367 • A register of the children’s attendance:
 - 1368 – when they were recorded as being present
 - 1369 – notes relating to that attendance (e.g., whether they didn’t attend
 - 1370 because they were ill)
- 1371 • Activities that are planned:
 - 1372 – worksheets and other materials needed to carry out the activity
 - 1373 – questions and answers on the activity by staff, children and relatives
- 1374 • Memos or notices that the customer wishes to share with relatives:
 - 1375 – documents that might be attached to the Memo
 - 1376 – questions and comments made by staff and relatives
- 1377 • Reflections on particular children, particular activities or particular aspects
- 1378 of the customer’s setting.
 - 1379 – comments and additional reflections by other staff.
- 1380 • Documents that the customer needs to manage or share with relatives.

1381 Our customers store this information in order to record, analyse and, if they
1382 wish, share the progress of their children.

1383 Our customers have the freedom to choose what data they store and who they
1384 store it about.

1385 Our customers choose who has access to the data.

1386 Our customers are able to correct and delete data at will.

1387 Our customers must tell you, as part of your right to be informed, what data
1388 they are storing, why they are storing it and who they are sharing it with.

1389 In providing the service, we will send automated emails to staff and parents
1390 in order to confirm email addresses, reset passwords and notify them of events
1391 relating to the customer (such as when a new observation is added about a child).
1392 We never send any marketing information, though staff can choose to receive a
1393 newsletter about Tapestry.

1394 We **ONLY** access the data stored by our customers in order to carry out our
1395 customer’s instructions, to maintain or improve the service or to fix faults.
1396 We do not use our customer’s data for marketing. We use sub-contractors to

1397 process some of the data, but we do not otherwise share this data with other
1398 organisations.

1399 If your contact details are registered on Tapestry in the ‘contact details’ section,
1400 or as a ‘manager’ then we may contact you if we have a question or concern
1401 about the associated Tapestry account.

1402 When you visit the Tapestry web site we collect your:

- 1403 • IP address, together with
- 1404 • Information your computer sends about its web browser and operating
1405 system, and
- 1406 • What pages you look at (e.g., the list of observations), but not the content
1407 of those pages (i.e., we could not tell directly from the data whether the
1408 list of observations contained information about a particular child, though
1409 given time and access to the data above it would be possible to figure that
1410 out).

1411 We use this information to monitor the security of our service, to help us figure
1412 out how to improve the service (e.g., what browsers should we support? How
1413 much capacity should we add?) and to improve the way we market the service
1414 (e.g., what search terms were used to discover our site). We do not share it.

1415 If you use our phone or tablet application we collect:

- 1416 • The IP address of the network your phone or tablet is on, together with
- 1417 • The make and model of your phone or tablet, together with
- 1418 • The version of your phone or tablet’s operating system, together with
- 1419 • Details of any crashes that occur in the application, and
- 1420 • What screens you look at in the application (e.g., the list of observations),
1421 but not the content of those screens (i.e., we could not tell directly from
1422 the data whether the list of observations contained information about a
1423 particular child, though given time and access to the data above it would
1424 be possible to figure that out).

1425 We use this information to monitor the security of our service and to help us
1426 figure out how to improve the service (e.g., what causes crashes? which crashes
1427 need fixing most urgently?). We do not share it.

1428 **What is the lawful basis for storing this data**

1429 Our customers decide and must tell you the lawful basis for the data they add
1430 to Tapestry. Please note, your consent is not the only lawful basis for storing
1431 data and our customers may have a different legal basis.

1432 **Whose data is it?**

1433 We don't claim ownership of the data entered into Tapestry. We only use it
1434 according to our customer's instructions to provide the service described above.

1435 Formally, in UK and EU data protection legislation terms, our customers are
1436 the "Data Controller" and we are the "Data Processor".

1437 There are three exceptions to this, where we are the "Data Controller":

- 1438 1. The content of our billing system
- 1439 2. The content of our support ticket system
- 1440 3. The content of our forums

1441 These exceptions are described in more detail in Annex E and Annex F.

1442 **Who do we share data with?**

1443 We do not share data, except as explicitly requested by our customers.

1444 If they wished, our customers might give other people (e.g., staff, children or
1445 parents) access to data. They might download or print some or all of the data
1446 and share it with other people (e.g., staff, children, parents, the government).
1447 They might transfer some of the data to another organisation (e.g., parents, the
1448 government, another educational establishment looking after a child).

1449 We **ONLY** access the data stored by our customers in order to carry out our
1450 customer's instructions, to maintain or improve the service, or to fix faults.

1451 **How do we collect the data?**

1452 Most data is entered by our customers directly into our website or through our
1453 phone and tablet applications. Our customers may, if they wish, permit parents
1454 and relatives of children to add data to the service.

1455 Some data (described above) is sent automatically by your web browser or by
1456 our applications.

1457 We may store cookies on your computer in order to verify that you are logged
1458 in and to store your preferences. The cookies themselves do not contain any
1459 identifiable information about you or about what you look at.

1460 **Can I see my data that is stored on your system?**

1461 Yes. The school, childminder, nursery or similar educational organisation, can
1462 give you a copy of data about you that they or you have stored in Tapestry. We
1463 can provide you with a copy of any of the other data that has been collected

1464 (e.g., our records of your IP address and / or make and model of your tablets
1465 etc.).

1466 **Can I have my data corrected or deleted?**

1467 Yes. The school, childminder, nursery or similar educational organisation, can
1468 correct or delete the data they or you have stored in Tapestry.

1469 The process of deletion is gradual: initially deleted data is moved to a ‘deleted’
1470 area in case it was deleted in error. After a delay, it is then permanently deleted
1471 from our main systems. After a further delay, it is then permanently deleted
1472 from our backups.

1473 **What are our customer’s responsibilities?**

1474 Our customers decide who to add data about, what data to add, and how long to
1475 keep it for. They have overall responsibility for complying with Data Protection
1476 law (or the equivalent in other countries).

1477 We describe this in more detail in the contract we have with our customers. But,
1478 for instance, they have to:

- 1479 • Ensure they have a legal basis for what data they store on Tapestry and
1480 who they share it with.
- 1481 • Think about what information it is appropriate to share with whom, given
1482 their situation and that of the children under their care.
- 1483 • Respond to requests for access to data.
- 1484 • Train their staff about sensible security and confidentiality precautions:
 - 1485 – Taking care of passwords.
 - 1486 – Taking care not to install software on computers that may compromise
1487 security.
 - 1488 – Taking care not to access material from inappropriate places where it
1489 can’t be kept appropriately confidential.
- 1490 • Delete data when it is no longer required.
- 1491 • Remove access for people who no longer need access.
- 1492 • Give parents instructions in accordance with their safeguarding policy.

1493 **Contacting Us**

1494 You can contact us at customer.service@eyfs.info or WaterCourt, 65 High Street,
1495 Lewes, England, BN7 1XG, UK.

1496 We also have a Data Protection Officer, Lauren Foley, who can be reached at
1497 dpo@eyfs.info.

1498 **Annex D: Tapestry Sub-processors**

1499 Not all parts of Tapestry are run in-house. Below are a list of the sub-contractors
1500 that we use to process some of your data. They are under a written contract
1501 that ensures they are compliant with UK data protection law.

1502 For the avoidance of doubt: We are accountable to you for this contract. If one
1503 of our sub-processors does something wrong, it is our fault – we won't pass the
1504 buck.

1505 For the avoidance of doubt: We instruct our sub-processors in ways that are
1506 consistent with this contract.

1507 For instance: Although Amazon Web Services have data centres outside of the
1508 EU and, technically, could move your data there, they are contractually bound
1509 not to do so without our instruction and we would not instruct them to do so.

1510 For instance: Although Amazon Web Services could, technically, access your
1511 data, they are contractually bound not to except if it is strictly necessary to
1512 deliver their service to us. Even then, their employees are contractually obliged
1513 to keep data confidential and secure.

1514 **List of sub-processors**

1515 To continue to use Tapestry, we require your consent to our use of the following
1516 sub-processors:

- 1517 • Amazon Web Services. They host Tapestry. They are ISO 27001 compliant.
1518 Their address is 410 Terry Avenue North Seattle WA 98109-5210.

1519 If, and only if, you enable push notifications then you will be consenting to
1520 sending the contents of the notifications via:

- 1521 • Apple. For push notifications sent to the iOS app. Their address is One
1522 Apple Park Way, Cupertino, California 95014, U.S.A.
- 1523 • Google. For push notifications sent to the Android app. Their address is
1524 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States.
- 1525 • Amazon. For push notifications sent to the Amazon Fire app. Their
1526 address is 410 Terry Avenue North Seattle WA 98109-5210.

1527 Note that the end user of the Tapestry app will also need to consent before push
1528 notifications will be sent to them.

1529 **Changes to sub-processors**

1530 We may, occasionally, need to add or change the sub-contractors we use to
1531 process some of your data.

1532 If we do, then UK and EU data protection law requires us to tell you and to
1533 obtain your agreement.

1534 We've included the list of sub-processors as part of this contract which means
1535 that if we want to change them we will do so by proposing a change to this
1536 contract with you. We will give you as much notice as possible so you can discuss
1537 any changes with us. We will then ask for your written agreement to the change
1538 in contract.

1539 **Annex E: Billing and support data**

- 1540 1. We are The Foundation Stage Forum Ltd, a company registered in England
1541 with company number 05757213 and a registered address of WaterCourt,
1542 65 High Street, Lewes, England, BN7 1XG, UK.
- 1543 2. You are a childminder, educator, nursery, school or similar educational
1544 organisation.
- 1545 3. This annex relates to data in our billing and support system. It does
1546 not relate to data placed in the Tapestry online learning journal (see
1547 Annex A) or to data placed in our discussion forums (see Annex F) or
1548 to support material, such as tutorials, videos and descriptions of our
1549 product that are hosted on our websites (see the sites' individual privacy
1550 policies, for example <https://tapestry.info/privacy-policy.html> and <https://eyfs.info/privacy.html/>)
1551

1552 **What data do we collect?**

- 1553 4. We collect the following information about people who contact us by email
1554 or through our support ticket system:
 - 1555 • The person's email address and the contents of the email
- 1556 5. If you contact us by telephone, post or face-to-face we may also keep notes
1557 of those interactions.
- 1558 6. We store:
 - 1559 • Your name, email address, telephone number and postal address
 - 1560 • The name, email address and telephone numbers of anyone you tell us who
1561 administers or pays for your account with us.
- 1562 6. Credit card payment information is given directly to a payment service
1563 provider. We do not hold any credit card information ourselves.

1564 **Why do you need this data?**

- 1565 7. Our lawful basis for collecting this data under EU and UK data protection
1566 law is 'contract'. We need this data to:
 - 1567 • Charge you for our service.
 - 1568 • Respond to questions or problems raised by you about our service.
 - 1569 • Contact you if we have questions about your account.
 - 1570 • Decide what changes to make to our service.

1571 Who do you share this data with?

- 1572 8. We make use of subcontractors to provide our service to you and they may
1573 see some or all of this data:
- 1574 • Amazon Web Services - For hosting.
 - 1575 • Barnian Media Ltd - For technical support.
 - 1576 • Global Payments - For managing credit card payments.
 - 1577 • Zoho Mail - For managing our email
- 1578 9. If you contact us in relation to a particular Tapestry account then we may
1579 share that data with other people who we believe represent the organisation
1580 that owns that account. For example, if a teacher contacted us to instruct
1581 us to permanently delete a particular child's data, and then the head of the
1582 school later contacted us to ask why a child had been deleted, we would
1583 share the instruction from the teacher with the head.
- 1584 10. We do not use or share your data for any reason other than to provide or
1585 improve our service. For the avoidance of doubt: we do not sell your data.

1586 Where is the data stored?

- 1587 11. Your data is stored within the EU and UK. Our processing is carried out
1588 within the EU or UK.

1589 How long do you keep this data?

- 1590 12. We keep your data for up to 7 years. We keep data this long in case it is
1591 required in an audit and to help us decide what changes to make to our
1592 service.

1593 How do I exercise my rights under data protection law?

- 1594 13. We are the data controller of this data.
- 1595 14. Your rights under UK data protection law are described at <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>. They include the right to see and
1596 correct this data.
1597
- 1598
- 1599 15. To exercise those rights, contact us at customer.service@eyfs.info.
- 1600 16. If you are in the EU, your rights under the GDPR are similar and can be
1601 exercised in the same way.

- 1602 17. We also have a Data Protection Officer, Lauren Foley, who can be reached
1603 at dpo@eyfs.info.
- 1604 18. Our lead supervisory authority for data protection is the UK Information
1605 Commissioner's Office (<https://ico.org.uk>).

1606 **Annex F: Use of our discussion forum**

- 1607 1. We are The Foundation Stage Forum Ltd, a company registered in England
1608 with company number 05757213 and a registered address of WaterCourt,
1609 65 High Street, Lewes, England, BN7 1XG, UK.
- 1610 2. You are a childminder, educator, nursery, school or similar educational
1611 organisation.
- 1612 3. We have a discussion forum (<https://eyfs.info>) that you may use to dis-
1613 cuss issues facing childminders, educators, nurseries, schools or similar
1614 educational organisations.

1615 **Liability**

- 1616 4. We do not vouch for the accuracy, completeness or usefulness of any
1617 material on the forum. Use it at your own risk.
- 1618 5. The material expresses the views of the author of the material, and not
1619 necessarily our views.
- 1620 6. If you feel any material on the forum is objectionable, please contact us
1621 immediately at customer.service@eyfs.info.

1622 **Content and ownership of your messages**

- 1623 7. Don't post anything we won't like.
 - 1624 • We like professional discussion of the issues facing childminders, edu-
1625 cators, nurseries, schools or similar educational organisations.
 - 1626 • We don't like things that are unkind, illegal, lies, use language you
1627 wouldn't want children to hear, or are shameless advertising.
- 1628 8. Don't post anything that you don't have permission to post. For instance,
1629 if you didn't write the material you are posting, make sure you have the
1630 permission of the person who wrote it *before* you post it.
- 1631 9. On shameless advertising: Occasionally during the course of a discussion it
1632 may be appropriate for a you to mention a product or service with which
1633 you are involved if it helps the discussion and doesn't annoy anyone. We
1634 will use our discretion in those cases.
- 1635 10. If we don't like what you post, or fear you may not have permission to
1636 post it, we will remove it.
- 1637 11. If we keep having to remove your material, or if we *really* don't like it, we
1638 will bar you from the forum.
- 1639 12. When you post material, you retain copyright but grant us the right to
1640 use the material:

- 1641 • without payment,
 - 1642 • in any way we choose,
 - 1643 • anywhere in the world,
 - 1644 • forever.
- 1645 13. If we use your material, we will try to attribute it to you.
- 1646 14. If you wish to copy material posted by someone else, please contact us or
1647 the person who posted for permission.

1648 Privacy and Data Protection

- 1649 15. We store any data that you submit to us, plus your IP address, details
1650 about your browser and computer and which pages on our site you view.
- 1651 16. Our lawful basis for storing and using the data is ‘contract’. We store and
1652 process this data in order to:
- 1653 • provide a discussion forum,
 - 1654 • monitor abuse,
 - 1655 • fix bugs
 - 1656 • and to improve our service.
- 1657 17. Your data is stored within the EU or the UK. Our processing is carried
1658 out within the EU or the UK. Our forum is accessible from outside of the
1659 EU and the UK, so material you post may be viewed from outside of the
1660 EU and the UK.
- 1661 18. Your forum account will lapse once your Tapestry subscription lapses or,
1662 if you have a separate forum subscription directly or through your local
1663 authority, once that subscription lapses.
- 1664 19. When your forum account lapses you will no longer be able to log into the
1665 forum or post material to the forum. At our discretion, the material you
1666 have posted may remain on the forum.
- 1667 20. When your forum account has lapsed we will only use the personal infor-
1668 mation that you have provided us to:
- 1669 • help you re-activate your forum account if you later wish to re-
1670 subscribe
 - 1671 • keep track of who posted what material in case we need to attribute
1672 it to you or in case we need to verify that you had permission to post
1673 the material.
- 1674 21. We will delete the personal information that you have provided us at most
1675 7 years after your forum account has lapsed. At our discretion, the material
1676 you have posted may remain on the forum.

- 1677 22. We are the data controller for this data. To exercise your rights under UK
1678 or EU data protection law you can contact us at customer.service@eyfs.info.
- 1679 23. We have a Data Protection Officer, Lauren Foley, who can be reached at
1680 dpo@eyfs.info.
- 1681 24. Our lead supervisory authority for data protection is the UK Information
1682 Commissioner's Office (<https://ico.org.uk>).

1683 **Annex G: Standard Contractual Clauses for EU**
1684 **customers**

1685 This Annex was for customers in the EEA if the EU did not decide UK data
1686 protection laws were 'adequate'.

1687 Fortunately, the EU *has* decided the UK laws are adequate and so this section
1688 has been deleted.

1689 You can read more about this on the European Commission website
1690 [https://ec.europa.eu/info/law/law-topic/data-protection/international-](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/brexit_en)
1691 [dimension-data-protection/brexit_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/brexit_en) and we are very happy to answer your
1692 questions.

1693 **Annex H: Age appropriate design for UK cus-**
1694 **tomer who allow children to log into Tapestry**

1695 You can now permit children to log into Tapestry.

1696 If you enable this feature and are in the UK, then the UK Information Com-
1697 missioner's 'Age Appropriate Design Code of Practice for Online Services' will
1698 apply to you and you have until 2 September 2021 to comply with them.

1699 If you do not enable the feature or are not in the UK, you do not need to do
1700 anything.

1701 Because you are the data controller, you are responsible with complying with
1702 the code of practice but we both need to take action. Below we explain what we
1703 have done for each of the 15 standards in the practice and what you might need
1704 to do.

1705 This is new legislation and a new feature for us, so please do contact us with
1706 any questions or feedback you have.

1707 **Standard 1: Best interests of the child**

1708 See the ICO webpage '1. Best interests of the child' for more information.

1709 We have designed the feature with the best interests of older primary school age
1710 children in mind. For most of those children, and for most ways you might use
1711 the feature, it should be easy to comply with the code of practice.

1712 But each child is different. You need to make a judgement about each specific
1713 child and whether enabling the feature for them would be in their best interest.

1714 It may be that due to the child's age, capability or situation that child login
1715 isn't right to enable it for a particular child, or to only enable it for some uses
1716 (e.g., to use in school, but not to use at home).

1717 We give you the tools to restrict the feature to particular children, and to restrict
1718 access to the feature at home separately from access at school.

1719 **Standard 2: Data protection impact assessments**

1720 See the ICO webpage '2. Data protection impact assessments' for more informa-
1721 tion.

1722 We cannot carry out a data protection impact assessment because only you have
1723 all the required information about how you will use Tapestry. We do not know
1724 exactly what categories of data you will add, your legal basis for adding them,
1725 who you will share data with, or when you will delete it.

1726 You need to answer those questions as part of a data protection impact assess-
1727 ment.

1728 We provide the information you need from us in our contract with you. If the
1729 contract is missing something, please ask us and we will do our best to answer,
1730 though we may have to charge our costs in doing so.

1731 **Standard 3: Age appropriate application**

1732 See the ICO webpage ‘3. Age appropriate application’ for more information.

1733 We have designed the feature for older primary pupils. We have set the feature
1734 to be off by default.

1735 You need to judge whether the feature is appropriate to an individual child’s
1736 age, abilities and understanding before enabling the feature for the child.

1737 If there is some aspect of the feature that you do not think is appropriate to the
1738 age group, please do get in touch with us.

1739 **Standard 4: Transparency**

1740 See the ICO webpage ‘4. Transparency’ for more information.

1741 We have written a short ‘your data’ page that children can access from within
1742 Tapestry that explains that the work they do in Tapestry will be shared with you,
1743 and that you might share it with others. It also explains their data protection
1744 rights and suggests they speak with you or their parent.

1745 You will need to be ready to provide the child (and potentially their parent)
1746 with extra detail from your data protection impact assessment about how you
1747 are using Tapestry to process their data.

1748 **Standard 5: Detrimental use of data**

1749 See the ICO webpage ‘5. Detrimental use of data’ for more information.

1750 We do not use children’s personal data in any way that has been shown to be
1751 detrimental to their wellbeing, or that goes against industry codes of practice,
1752 other regulatory provisions, or Government advice.

1753 To be clear, we do not use data for marketing, broadcasting, in the press, in
1754 online games, or to offer rewards.

1755 We do provide children with notifications. But those notifications are: 1. Only
1756 visible while a child is logged into Tapestry 2. Are not designed to encourage

1757 any detrimental behaviour (they just say things like “A Teacher commented on
1758 your observation”

1759 We do provide: 1. Staff with the ability to like, comment and assess the work of
1760 children. 2. The option to allow relatives to like and comment on the work of
1761 children. 3. The option to allow children to like and comment on shared work.

1762 You will need to think about how you use likes, comments and assessments that
1763 are visible to children in order to have a positive impact on the children.

1764 You will need to think about whether you allow relatives to like and comment
1765 on work and, if you do, what sort of policies you need to create and how you will
1766 communicate and police those policies.

1767 You will need to think about whether you allow children to like and comment
1768 on shared work and, if you do, what sort of policies you need to create and how
1769 you will communicate and police those policies.

1770 **Standard 6: Policies and community standards**

1771 See the ICO webpage ‘6. Policies and community standards’ for more information.

1772 We do not monitor or police the information added by you or any of your users
1773 to Tapestry.

1774 You will need to decide what policies and community standards you put in place
1775 and how you will police them.

1776 We have designed the feature so that children’s use of it is controlled by staff
1777 and (if staff permit) parents. The aim of this is to make it easier for staff and
1778 parents to monitor children’s use of the feature and ensure the standards are
1779 being met.

1780 We provide the ability to turn off the feature and parts of the feature for specific
1781 children and relatives.

1782 **Standard 7: Default settings**

1783 See the ICO webpage ‘7. Default settings’ for more information.

1784 We have set this feature to be off by default. If enabled, we have set the default
1785 permissions to provide children with high privacy.

1786 The default setting is that the information a child enters into Tapestry will be
1787 shared with you and no-one else. You can choose to share some of the child’s
1788 work with other children and/or relatives. You can also choose to allow children
1789 to comment on group work.

1790 You should consider what is in the best interests of your children when deciding
1791 whether to enable the feature and who to share a child's work with.

1792 **Standard 8: Data minimisation**

1793 See the ICO webpage '8. Data minimisation' for more information.

1794 We have designed the feature to use the minimum of amount of personal data.
1795 We do not ask children to share any personal data – their name is all that is
1796 required and this will have been entered by you.

1797 You should think carefully about the tasks you set children to do with Tapestry
1798 to ensure the tasks do not accidentally lead or encourage children to share
1799 unnecessary personal data (including pictures and videos containing personal
1800 contact) and put policies in place to deal with the personal data if it should be
1801 shared unnecessarily.

1802 We provide the ability to delete data added by children. If you contact us, we
1803 can also accelerate the deletion of most data from our backup systems. However,
1804 if you have a complex request we may need to charge for our time. Also, deleting
1805 from backup systems tends to be 'all or nothing' which means that you are at a
1806 high risk of data loss if backups have been deleted.

1807 **Standard 9: Data sharing**

1808 See the ICO webpage '9. Data sharing' for more information.

1809 We share what the child child enters into Tapestry with you. You can choose to
1810 share it with others, such as the child's relatives, other children or with a child's
1811 subsequent school.

1812 You should develop a policy on who you share the data entered by a child with
1813 as part of your data protection impact assessment.

1814 **Standard 10: Geolocation**

1815 See the ICO webpage '10. Geolocation' for more information.

1816 We do not use geolocation.

1817 **Standard 11: Parental controls**

1818 See the ICO webpage '11. Parental controls' for more information.

1819 We have designed the feature so that the school is in charge of when and where
1820 children can use the feature while at school.

1821 We have also designed the feature so that the school can decide whether a child
1822 can log in at home and, if they have more than one relative on Tapestry, which
1823 relative's accounts they can log in from.

1824 We have designed the feature so that, when at home, a relative must log into
1825 Tapestry first, before their child can then log in. The intention is that will place
1826 the child's use of Tapestry under the control of the parent.

1827 You should decide whether you wish children to log into Tapestry at home and,
1828 if you do, which relatives's accounts you wish to permit the child to log in from.

1829 **Standard 12: Profiling**

1830 See the ICO webpage '12. Profiling' for more information.

1831 We do not carry out any profiling.

1832 You might use data a child adds to Tapestry to assess the child, which could
1833 construed as being a type of profiling. But this process is likely to involve your
1834 judgement rather than being purely automatic, so is unlikely to be considered
1835 profiling in this definition.

1836 **Standard 13: Nudge techniques**

1837 See the ICO webpage '13. Nudge techniques' for more information.

1838 We do not use nudge techniques to lead or encourage children to provide unnec-
1839 essary personal data. We do not permit children to turn off privacy protections.

1840 You should think carefully about the tasks you set children to ensure they do
1841 not accidentally 'nudge' a child into sharing inappropriately.

1842 **Standard 14: Connected toys and devices**

1843 See the ICO webpage '14. Connected toys and devices' for more information.

1844 We do not provide a connected toy or device.

1845 **Standard 15: Online tools**

1846 See the ICO webpage '15. Online tools' for more information.

1847 We provide online tools in the Tapestry Control Panel to help you to respond to
1848 requests by, or on behalf of, children to express their data protection rights.

1849 We provide a page for children which explains to them and to their parents that
1850 they should get in touch with you to exercise their rights and to find out more
1851 about how you are using Tapestry.

1852 We have designed the feature so that teachers (when at school) and relatives
1853 (when at home) decide when and where a child can log in. We hope this will
1854 allow teachers and relatives to monitor the children and respond to any concerns
1855 they have.

1856 You should ensure you have procedures in place to respond to requests to exercise
1857 data protection rights.

1858 You should also think about how you will monitor children's use of Tapestry
1859 and how you might respond to any concerns the children have.

1860 **Changes to this contract**

1861 Below is a list of material changes to this document. If you spot a change that
1862 should be in this list, please let us know.

1863 **This version of the contract (2021 September 2)**

- 1864 • Overview: (line 336) Remove mention of dispute resolution clauses in
1865 Annex G, since those are no longer required. (line 265) Mention the new
1866 Annex H on age appropriate design
- 1867 • Annex A: (lines 380-385) Remove mention of standard contractual clauses
1868 for EU customers in Annex G, since those are no longer required.
- 1869 • Annex B: (line 948) Update relevant sections now children may be given
1870 access. (lines 118 to 1172) Mention that TLS 1.0 and 1.1 have been disabled.
1871 (lines 1283 to 1319) Add an FAQ about how long it might take us to restore
1872 service if a disaster hit
- 1873 • Annex C: (lines 1359 to 1380) Mention that children can now enter data
1874 in the section on the data we collect. (line 1392) Make it clear that staff
1875 only receive a newsletter about Tapestry if they choose it.
- 1876 • Annex G: (lines 1683 to 1692) The Standard Contractual Clauses for EU
1877 customers are no longer required.
- 1878 • Annex H: (lines 1693 to 1859) A new annex on Age Appropriate Design
1879 for customers in the UK who allow children to log in and therefore need
1880 to comply with the Information Commissioner's Office 'Age Appropriate
1881 Design Code of Practice for Online Services.'

1882 **2020 May 26**

1883 Line numbers mentioned in this section are the line numbers marked on the PDF
1884 copy of the 2020 May 26 version of this contract.

- 1885 • The non-contractual note on Brexit: Updated to reflect that we are now
1886 in a transition period.
- 1887 • Everywhere: Clarify usages of UK and EU now that the UK is no longer
1888 part of the EU.
- 1889 • Everywhere: Fix spelling and typos
- 1890 • Overview: Update registered address of The Foundation Stage Forum
1891 Ltd (line 240). Clarify that eyfs.info is not just a forum, it has education
1892 resources as well (line 250). Clarify the wording again to try and make
1893 it clearer who can claim from whom if it turns out that one party is not
1894 responsible for a data protection breach but the other is (line 341). Clarify
1895 that, for EU customers, parts of the contract may not be under UK law
1896 (line 344).

- 1897 • Annex A: Update registered address of The Foundation Stage Forum Ltd
1898 (line 358). Make the Annex consistent with the Overview: the contract is
1899 under English law (line 398). Include our ICO registration number (line
1900 400). Refer to the ‘Standard Contractual Clauses’ for EU customers (line
1901 402). Clarify that when answering a support ticket requires us to view
1902 your data, that data will be viewed in the UK (which is now outside of
1903 the EU) (line 422). Clarify that if you upload material to Tapestry, you
1904 are responsible for making sure you can do so legally (for instance, you
1905 are responsible for making sure you haven’t breached copyright in the
1906 material you upload) (line 549). Clarify where in the document you can
1907 find help when carrying out a Data Protection Impact Assessment (line
1908 718). Update the Brexit FAQ (line 779).
- 1909 • Annex B: Update registered address of The Foundation Stage Forum Ltd
1910 (line 811). Make the Annex consistent with the Overview: the contract is
1911 under English law (line 819). Update the section on encryption to include
1912 guidance on how to stay safe and to include the forthcoming changes to
1913 our certificate (line 1044 onwards).
- 1914 • Annex C: Update registered address of The Foundation Stage Forum Ltd
1915 (line 1306). Refer to new functions that customers could be using (line
1916 1344).
- 1917 • Annex E: Fix numbering. Update registered address of The Foundation
1918 Stage Forum Ltd (line 1515). Point out where the other privacy police are
1919 (line 1523). Note change of payment processor from SagePay to Global
1920 Payments (this is for payment data where The Foundation Stage Forum
1921 Ltd is the Data Controller) (line 1549).
- 1922 • Annex F: Update registered address of The Foundation Stage Forum Ltd
1923 (line 1581).
- 1924 • Annex G: A new annex containing the EU Standard Contractual Clauses
1925 from decision 2010/87/EU for customers who are in the EU (line 1656
1926 onwards).

1927 2019 April 18

1928 Line numbers mentioned in this section are the line numbers marked on the PDF
1929 copy of the 2019 April 18 version of this contract.

- 1930 • Overview: Clause 26 make it clear that there would not be a limit to
1931 liability if you or we need to claim back the compensation we have paid
1932 under a breach of data protection law (line 307).
- 1933 • Annex A: Tapestry Data Protection: Explain that if, and only if, push
1934 notifications are enabled by you and the end user of the app, then sometimes
1935 the contents of the notification might go outside of the EU on its way to
1936 the company that makes the end user’s phone or tablet operating system
1937 (line 389).
- 1938 • Annex A: Tapestry Data Protection: Mention that, if you use the new

- 1939 Register functionality, you might be storing data about a child’s attendance
1940 (line 407).
- 1941 • Annex A: Tapestry Data Protection: Fix a typo “Repeating your in a
1942 letter to us.” should be : “Repeating your instruction in a letter to us”
1943 (line 580).
 - 1944 • Annex B: Tapestry Security: Take out reference to when the last pene-
1945 tration test was, this becomes out of date too quickly. Add in how to get
1946 hold of the summary of the test and to contact us for when the last test
1947 took place and when the next one is scheduled (line 1022).
 - 1948 • Annex C: Tapestry Privacy: Mention that, if the customer uses the forth-
1949 coming Register functionality, they might be storing data about a child’s
1950 attendance (line 1258).
 - 1951 • Annex D: Tapestry Subprocessors: We have added Apple, Google and
1952 Amazon as our forthcoming apps will offer push notifications and those
1953 notifications go via the maker of the phone or tablet’s operating system.
1954 Because we are the Data Processor for this data, you need to consent to
1955 using these sub-processors. You can provide your consent by enabling push
1956 notifications in your Tapestry Control panel. If you do not provide consent
1957 the only functionality that will be missing is push notifications (line 1402).
 - 1958 • Annex E: Billing and Support Data: We have changed our email provider
1959 from Fastmail to Zoho Mail. Because we are the Data Controller for this,
1960 consent is not formally required from you to make this change (line 1453).

1961 2018 May 1

1962 Line numbers mentioned in this section are the line numbers marked on the PDF
1963 copy of the 2018 May 1 version of this contract.

1964 Tapestry Data Protection

- 1965 • Add a section pointing out where to find in this contract the standard
1966 terms required in a data processing agreement (lines 303-323)
- 1967 • Attempt to clarify the wording describing that viewing Tapestry from
1968 outside the EU means data will be transferred outside the EU to get to
1969 you (lines 351-358)
- 1970 • Rephrase “What data is placed into Tapestry?” to more closely match the
1971 language of subject matter, nature and purpose, etc. that is used in data
1972 protection legislation (lines 360-375)
- 1973 • Remove Bursar from the list of examples of who can instruct us (line 520).
- 1974 • Confirm that if someone who isn’t authorised tries to instruct us to do
1975 something, we will tell you about it. (lines 525-526)
- 1976 • Clarify what ‘written’ instruction means (lines 530-540)
- 1977 • Added a section “Instructions we do and don’t accept” (lines 541-562).

- 1978 • Confirm that our staff who process data are appropriately trained in data
1979 protection (line 568).
- 1980 • The tools to allow download of user’s data are now available (line 581).
- 1981 • Remove section “[NOT YET IMPLEMENTED We do provide some ex-
1982 ample documents on risks that you can customise when carrying out your
1983 own assessments.]” – we have provided some guidance in our forum, but
1984 not yet example documents (line 617).

1985 **Tapestry Security**

- 1986 • Remove the word ‘reset’ from links (line 847).
- 1987 • Clarify the wording that confirms connections between the Tapestry apps
1988 and our servers are encrypted (line 938).
- 1989 • Change email to reach for keeping in touch about security. In urgent cases
1990 we would call if we have appropriate contact details (line 1013).

1991 **Tapestry Privacy**

- 1992 • Remove the word ‘usually’. Our customers are always the data controllers
1993 (line 1176)

1994 **Tapestry Sub Processor**

- 1995 • Remove the reference to Crashlytics, the forthcoming versions of the
1996 Tapestry apps will no longer use this sub-processor (line 1153).

1997 **2018 March 12 (Second Draft)**

1998 Line numbers mentioned in this section are the line numbers marked on the PDF
1999 copy of the 2018 March 12 draft.

2000 **Across all sections**

- 2001 • Fixed typos and improved some wording.
- 2002 • Adjust numbering that occurs because of other changes.
- 2003 • Make links to emails and websites clickable.

2004 **A note on this draft**

- 2005 • Mention the list of changes (line 163).
- 2006 • Fix dates (line 174).

2007 Overview

- 2008 • Clarify that we do sometimes call people back, and offer paid-for telephone
2009 support sessions (lines 189-192).
- 2010 • State explicitly that we are GDPR compliant and this contract contains
2011 the required clauses (lines 212-215).
- 2012 • State that the limit on liability is reciprocal (lines 268-269)
- 2013 • Clarify that some liabilities are set in law and we aren't attempting to
2014 override them (line 268). In particular, in relation to liabilities from
2015 breaches in data protection law (lines 270-275).

2016 Annex A: Tapestry Data Protection

- 2017 • Provide more detail on where data is stored (lines 308-330).
- 2018 • Confirm that we won't change where data is stored without your agreement
2019 (lines 309-311).
- 2020 • Reference the Privacy Policy for a fuller explanation of what data is covered
2021 by this data processing agreement (line 345).
- 2022 • Confirm that we will get your *written* consent before changing our sub-
2023 processors (line 363).
- 2024 • Confirm that we will tell you if we become aware of a breach (line 375, line
2025 527, lines 578-582).
- 2026 • Suggest careful consideration of the lawful basis for adding data to Tapestry
2027 (lines 384-387).
- 2028 • Expand on the implications of the right to be informed (lines 439-451).
- 2029 • Clarify we don't license your data (line 469).
- 2030 • Clarify who can tell you to restrict processing of data (it isn't us) (line
2031 474).
- 2032 • Clarify who can instruct us (lines 480-493).
- 2033 • Confirm that we use sub-processors in a way that is compliant with data
2034 protection law and point to the Annex for a description of how we will
2035 seek your agreement if we wish to change them. (lines 505-507).
- 2036 • Clarify that we will help you to 'lock-down' your account if you suspect a
2037 breach (line 531-534).
- 2038 • Clarify that you have to notify the data protection regulator in the case of
2039 a breach (line 539).
- 2040 • Clarify we won't delete data if we are not allowed to by law (lines 562-563).
- 2041 • Clarify that we may partially or entirely lock down your account if we
2042 suspect a breach (lines 583-587).
- 2043 • Add a FAQ on Brexit (lines 601-605).

2044 Annex B: Tapestry Security

- 2045 • Add VAT number (line 637)

- 2046 • Confirm that when data is deleted from our backups, it is no longer
2047 recoverable by us (line 714).
- 2048 • Add a reminder about what to do if you suspect a password or email
2049 account has been compromised (lines 795-803).
- 2050 • Clarify when and how we might store data on our local devices (lines
2051 824-829).
- 2052 • Provide more detail on what our penetration tests cover (lines 906-912).
- 2053 • Confirm that we are insured (lines 969-972).
- 2054 • Make our TLS 1.0 support more obvious (lines 987-991).
- 2055 • Clarify that you can't force password changes every X days (lines 1078-
2056 1083).
- 2057 • Confirm we have differentiated data access policies (lines 1095-1101).

2058 **Annex C: Tapestry Privacy**

- 2059 • Clarify that the Data Controller will need to add more information to fulfil
2060 a subject's right to be informed (lines 1106-1113, lines 1153-1154).
- 2061 • Give examples of who 'you' might be (lines 1120-1121).
- 2062 • Clarify that we may contact 'managers' registered with Tapestry using the
2063 contact details they have entered if we have a question or concern about
2064 the associated Tapestry account (lines 1165-1167).
- 2065 • Clarify we also collect your IP address if you use our phone or tablet app
2066 (line 1182).
- 2067 • Confirm that we do not share data about your computer or tablet (line
2068 1193).
- 2069 • Clarify that the Data Controller will need to provide the lawful basis (line
2070 1194-1197).
- 2071 • Remove troublesome reference to who owns data: keeping the fact that we
2072 don't, but not claiming that you do (line 1199-1200).

2073 **Annex D: Tapestry Sub-processors**

- 2074 • Confirm that they are under a written contract with us (line 1266).
- 2075 • Confirm that we use them in a way that is consistent with this contract,
2076 and give examples in relation to common questions. (lines 1271-1279).
- 2077 • Remove references to sub-processors we have now eliminated (line 1288).
- 2078 • Explain how we will seek your written consent if we need to add or change
2079 sub-processors (lines 1290-1299).

2080 **Annex E: Billing and support data**

- 2081 • Explicitly state our lawful basis for processing data (line 1322).
- 2082 • Remove reference to United Hosting - we no longer use them (line 1330).

- 2083 • Clarify that we would share data relating to an account with other repre-
- 2084 sentatives of that account. (lines 1334-1339).
- 2085 • Clarify that we do use your data to improve our service (line 1341).

2086 **Annex F: Use of our discussion forum**

- 2087 • Explicitly state our lawful basis for processing data (line 1405).

2088 **2018 January 5 (First draft)**

- 2089 • First public draft of new, more detailed, contract.